HongLeong Investment Bank

PRIVATE & CONFIDENTIAL

ACCOUNT OPENING FORM – INDIVIDUAL CLIENT

(Tick ☑ where applicable)

1. PERSONAL PARTICULARS

NAME OF APPLICANT
(AS PER NRIC/PASSPORT) _____

NRIC/PASSPORT NO. _____ **SEX** ❑ MALE ❑ FEMALE

DATE OF BIRTH _____ **NATIONALITY** _____ **MARITAL STATUS** ❑ SINGLE ❑ MARRIED

COUNTRY OF BIRTH _____ **MOTHER'S MAIDEN NAME** _____

RACE ❑ MALAY ❑ CHINESE ❑ INDIAN ❑ OTHERS (Please specify: _____)

CORRESPONDENCE ADDRESS _____

_____ **POSTCODE** _____

TELEPHONE NO _____ **HANDPHONE NO** _____ **FAX NO** _____

RESIDENCE ❑ OWN PROPERTY ❑ RENTED ❑ PARENTS / RELATIVE OWN

If own, estimated market value of the property

❑ BELOW RM500,000 ❑ RM500,001 – RM1,000,000 ❑ RM1,000,001 – RM3,000,000 ❑ ABOVE RM3,000,000

2. MAILING ADDRESS

❑ CORRESPONDENCE

❑ OFFICE

3. ELECTRONIC NOTES/STATEMENTS

❑ REQUEST FOR ISSUANCE AND DELIVERY OF ELECTRONIC CONTRACT NOTES/STATEMENTS

E-MAIL ADDRESS: _____.

❑ BY E-MAIL ONLY. HARDCOPY IS NOT REQUIRED TO BE SEND BY POST

4. EMPLOYMENT/BUSINESS

EMPLOYMENT STATUS ❑ SELF EMPLOYED ❑ EMPLOYEE ❑ OTHERS (Please Specify: _____)

PRESENT POSITION _____

NAME OF COMPANY _____

NATURE OF BUSINESS _____ **YEARS EMPLOYED** _____

ADDRESS _____

_____ **POSTCODE** _____

TELEPHONE NO _____ **FAX NO** _____

5. FINANCIAL INFORMATION

PRESENT ANNUAL INCOME

❑ BELOW RM50,000 ❑ RM50,001 – RM100,000 ❑ RM100,001 – RM300,000 ❑ ABOVE RM300,000

ESTIMATED NET WORTH

❑ BELOW RM100,000 ❑ RM100,001 – RM500,000 ❑ RM500,001 – RM1,000,000 ❑ RM1,000, 001 – RM3,000,000

❑ ABOVE RM3,000,000 (specify: RM _____)

SOURCE OF WEALTH/FUNDS

❑ SALARY / BUSINESS INCOME ❑ INVESTMENT INCOME ❑ INHERITED WEALTH ❑ DIRECTORSHIP

❑ SAVINGS ❑ OTHERS (specify :_____)

6. BANKING INFORMATION

NAME OF BANK _____

ACCOUNT TYPE _____ **ACCOUNT NO**. _____

7. SPOUSE OR NEXT OF KIN DETAILS

NAME _____

NRIC/PASSPORT NO. _____ **CONTACT NO**. _____

EMPLOYMENT STATUS ❑ EMPLOYEE ❑ SELF-EMPLOYED ❑ OTHERS (Please specify: _____)

NAME & ADDRESS OF COMPANY _____

_____ **POSTCODE** _____

POSITION _____ **RELATIONSHIP** _____

8.OTHER INFORMATION

DO YOU HAVE ANY EQUITY TRADING ACCOUNT? ❑ YES ❑ NO

If yes, with whom? _____

DO YOU HAVE ANY EXPERIENCE IN FUTURES TRADING? ❑ YES ❑ NO

If yes, please state number of years: _____

DO YOU MAINTAIN A FUTURES ACCOUNT WITH ANOTHER BROKER? ❑ YES ❑ NO

If yes, with whom? _____

ARE YOU A DIRECTOR, PARTNER OR EMPLOYEE OF ANOTHER MEMBER OF THE EXCHANGE? ❑ YES ❑ NO

If yes, with whom? _____

DO YOU HAVE ANY IMMEDIATE FAMILY WORKING IN HONG LEONG INVESTMENT BANK BERHAD?

If yes, state name and relationship:

Name _____ Relationship _____

9. INVESTMENT OBJECTIVES

❑ **SPECULATION** ❑ **HEDGING** ❑ **ARBITRAGING**

APPLICANT INITIAL: ……..

10. POLITICALLY EXPOSED PERSON

Do you hold, or has previously held or is being considered for a prominent public position? ❑ YES ❑ NO

If yes, please elaborate POSITION HELD _____ NO.OF YEARS _____

Does any of your immediate family members hold, or previously held or is being considered for prominent public position?

❑ YES ❑ NO If yes, please elaborate

NAME OF IMMEDIATE FAMILY MEMBERS:_____ RELATIONSHIP:_____

POSITION HELD :_____ NRIC/ PASSPORT NO :_____

11. FOREIGN ACCOUNT TAX COMPLIANCE ACT ("FATCA") DECLARATION

SECTION A: Status

Please tick "√ " one of the following::
I represent and declare that I am a:

☐ U.S. Person[1] (citizen or resident of the United States or holds a US green card or holds a U.S. passport) - **Please fill up Form W-9.**

☐ Non U.S. Person

☐ Not a U.S. Person but born in the U.S. Please provide Certificate of Loss of Nationality or complete the following:-

I do not have the "Certificate of Loss of Nationality", because I have:

☐ Lost this certificate, or

☐ Other reason, (please specify)

SECTION B: Indicia Questionnaire

☐ I have P.O.Box or "in-care-of" address. (Kindly complete the column below)

☐ I hereby confirm that I have a permanent address in Malaysia and the only address I have for correspondences is a P O Box or "in-care-of" address.

☐ I hereby confirm my permanent residence address is not in Malaysia and is as listed below:-

Item	Country (Outside Malaysia)	Address
1		
2		
3		

SECTION C: Declaration

I hereby declare as follows;-

(a) I represent and declare that the information provided above is true, accurate and complete. I understand that the term "U.S. person[1]" means any citizen or resident of the United States.

(b) I hereby consent for Hong Leong Investment Bank Berhad, or any of its affiliates, including branches (collectively "the Bank") to report my information to regulatory authorities in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

(c) I hereby consent that the Bank may withhold from my account(s) such amounts in accordance with the requirements of Foreign Account Tax Compliance Act as may be stipulated by applicable laws, regulations, agreement or regulatory guidelines or directives.

(d) If there is any change in information provided to the Bank that makes me a U.S. person or I am deemed as a recalcitrant by the Bank, (person who fails to comply with reasonable requests for information to determine if this account belongs to a U.S. person), the Bank has the right to terminate my account(s) and/or facilities granted to me.

(e) I undertake to notify the Bank in writing within 30 calendar days if there is a change in any information which I have provided to the Bank.

Definitions

(1) The term U.S. person or United States person means a person described in section 7701(a)(30) of the Internal Revenue Code:

(A) a citizen or resident of the United States,

(B) a United States partnership,

(C) a United States corporation,

(D) any estate (other than an estate the income of which, from sources without the United States which is not effectively connected with the conduct of a trade or business within the United States, is not includible in gross income under the Internal Revenue Code), and

(E) any trust if—

(a) A court within the United States is able to exercise primary supervision over the administration of the trust, and

(b) One or more United States persons have the authority to control all substantial decisions of the trust.

12. LIST OF DOCUMENTS TO FURNISH

❑ PHOTOCOPY OF NRIC / PASSPORT ❑ LATEST PAY SLIP / EA FORM ❑ LATEST BANK STATEMENT

APPLICANT INITIAL: ……..

13. HONG LEONG INVESTMENT BANK BERHAD/HLIB NOMINEES (TEMPATAN) SDN BHD DAN HLIB NOMINEES (ASING) SDN BHD (HLIB/HLIBN(T)/HLIBN(A)) DASAR PRIVASI

1. Kerahsiaan Data Peribadi

1.1 Hong Leong Investment Bank Berhad, HLIB Nominees (Tempatan) Sdn Bhd dan HLIB Nominees (Asing) Sdn Bhd (dengan ini dirujuk secara kolektif sebagai 'Pihak Bank') berusaha untuk melindungi kerahsiaan data peribadi ('data') pelanggan, rakan perniagaan dan mana-mana data peribadi individu lain yang diberikan kepada Bank (dengan ini dirujuk secara kolektif sebagai 'subjek data'), yang telah diberikan kepada Pihak Bank. Dasar ini ditujukan kepada subjek data dalam bidang kuasa Malaysia.

1.2 Dasar ini adalah bertujuan untuk membantu anda, sebagai subjek data, untuk memahami bagaimana kami mengumpul, mendedah, memindah dan menyimpan maklumat peribadi anda dan bagaimana kami akan memberikan hak dan perlindungan yang wajar diterima oleh anda.

1.3 Memastikan keselamatan data peribadi anda adalah keutamaan kami. Kami akan berusaha untuk melindungi kerahsiaan maklumat ini dengan memastikan adanya perlindungan yang sesuai dari segi fizikal, elektronik dan prosedur. Kami membuat pelaburan dalam sistem dan infrastruktur bagi mengurangkan risiko keselamatan data daripada dikompromi. Setiap pekerja kami juga terikat dengan Kod Kelakuan dan Etika yang mewajibkan mereka untuk memelihara kerahsiaan maklumat pelanggan.

1.4 Apabila kami menggunakan syarikat lain ('pembekal perkhidmatan') untuk memberikan perkhidmatan kepada pelanggan-pelanggan kami, kami juga akan mewajibkan mereka untuk melindungi kerahsiaan data peribadi anda yang mungkin diperolehi oleh mereka.

1.5 Berhubung dengan klausa 1.4 di atas dan klausa 4.2 di bawah, adalah diharapkan anda memahami bahawa kami akan hanya berkongsi maklumat anda dengan pembekal perkhidmatan dan rakan perniagaan kami mengikut kandungan Dasar ini.

2. Pilihan untuk Memberi Data Peribadi

2.1 Sebagai subjek data, anda diberi peluang untuk membuat pilihan. Kami menggalakkan anda untuk membuat pilihan yang membolehkan kami memberikan produk dan perkhidmatan yang berkualiti yang akan membantu anda memenuhi keperiuan dan objektif kewangan anda.

2.2 Data yang dikumpulkan oleh Pihak Bank terbahagi kepada data yang wajib diberi atau sukarela/opsional bagi membolehkan anda mendapat atau terus memperoleh khidmat kewangan dari Pihak Bank dan/atau berhubung dengan Pihak Bank untuk apa-apa urusan perniagaan.

2.3 Adalah perlu bagi anda untuk memberikan data yang wajib. Sekiranya anda memilih untuk tidak memberikan data tersebut, Pihak Bank mungkin tidak akan dapat menawarkan produk dan/atau perkhidmatan ataupun berurusan dengan anda.

2.4 Kami akan berusaha untuk memastikan anda sentiasa dimaklumkan mengenai tawaran pemasaran dan promosi terkini yang mungkin berguna dan bermanfaat untuk anda. Ini termasuk program-program yang mungkin berguna dalam membantu anda menguruskan akaun anda; sebagai contoh menaiktaraf perkhidmatan, penambahan had kredit/pembiayaan dan manfaat-manfaat lain.

2.5 Walaubagaimanapun, anda boleh memilih untuk tidak menerima tawaran-tawaran pemasaran dan promosi ini. Anda boleh berbuat demikian dengan memberitahu Pihak Bank. Permintaan anda akan diproses dan tiada sebarang bayaran akan dikenakan.

3. Jenis-jenis Data Peribadi yang Dikumpul

3.1 Data peribadi ditakrif di bawah Akta Perlindungan Data Peribadi 2010 sebagai maklumat yang berkaitan, sama ada secara langsung atau tidak langsung, mengenai seseorang individu yang dikenal pasti atau yang boleh dikenal pasti melalui maklumat tersebut. dikenal pasti atau yang boleh dikenal pasti melalui maklumat tersebut.

3.2 Jenis-jenis data peribadi yang dikumpul mungkin berbeza bergantung kepada urusan perniagaan yang dibuat. Data yang dikumpul adalah seperti berikut:

- Data yang diambil di dalam permohonan atau borang-borang lain atau sepertimana yang diberikan oleh anda, seperti nama, nombor kad pengenalan atau passport (untuk warga asing), alamat, alamat emel, nombor telefon, bangsa, pekerjaan, kedudukan kewangan seperti aset dan pendapatan, objektif pelaburan, maklumat majikan, ahli keluarga dan maklumat peribadi berkenaan mereka dan maklumat-maklumat lain yang mungkin berkaitan dengan permohonan anda;
- Data berkaitan dengan transaksi anda dengan Pihak Bank, pembekal perkhidmatan, rakan perniagaan atau pihak ketiga, seperti baki akaun, rekod bayaran dan aktiviti akaun;
- Data dari laporan-laporan biro kredit;
- Data dari agensi laporan kredit;
- Data dari agensi kerajaan, pihak berkuasa undang-undang dan berkanun;
- Data daripada pemegang akaun bersama anda dan/atau pihak yang memberi perlindungan kepada kemudahan-kemudahan anda;
- Data yang diperolehi melalui akses anda kepada komputer induk (server) Pihak Bank, contohnya, dengan menggunakan 'cookies', i.e. fail-fail teks kecil, yang dihantar oleh server Pihak Bank ke sistem anda apabila anda mengakses ke server Pihak Bank; dan
- Data yang didapati dari sumber-sumber awam.

4. Penggunaan Data Peribadi

4.1 Pihak Bank mengumpul maklumat anda untuk tujuan memberikan perkhidmatan kewangan atau produk-produk yang dipohon oleh anda untuk memenuhi keperluan dan objektif kewangan anda.

APPLICANT INITIAL: ……..

4.2 Pihak Bank juga boleh berurusan dengan rakan-rakan perniagaan untuk membangunkan, secara usahasama, produk dan perkhidmatan atau melancarkan kempen-kempen pemasaran yang mungkin melibatkan perkongsian data peribadi anda.

4.3 Data peribadi anda boleh diguna atau diproses oleh Pihak Bank atau pembekal perkhidmatan Pihak Bank untuk tujuan-tujuan berikut:

- Untuk urusan perniagaan di antara anda dan Pihak Bank dan/atau syarikat-syarikat berkaitan dengan atau yang bergabung dengan Pihak Bank, pembekal perkhidmatan dan rakan-rakan niaga Pihak Bank;
- Untuk memproses permohonan-permohonan untuk produk dan perkhidmatan;
- Untuk menilai dan memantau keupayaan kredit/pembiayaan;
- Untuk tujuan penilaian dan usaha wajar;
- Untuk menjalankan arahan anda dan untuk tujuan penyediaan produk dan perkhidmatan kepada anda, sama ada diberikan secara bersemuka atau melalui medium telefon atau elektronik, termasuk untuk pemprosesan resit dan bayaran;
- Untuk tujuan pemprosesan data;
- Untuk menilai dan memantau pemberian perkhidmatan;
- Untuk memberi respon kepada pertanyaan-pertanyaan dari pihak anda;
- Untuk memahami keperluan anda dan menawarkan produk dan perkhidmatan yang memenuhi keperluan tersebut;
- Untuk tujuan kajian dan pembangunan bagi produk dan perkhidmatan untuk kegunaan pelanggan;
- Untuk membolehkan Pihak Bank, syarikat-syarikat berkaitan dan/atau berhubungan dengan Pihak Bank, pembekal perkhidmatan dan rakan-rakan perniagaan untuk mempromosi produk dan perkhidmatan mereka;
- Untuk tujuan pengutipan hutang;
- Untuk tujuan menguatkuasakan hak-hak dan kewajipan kami daripada pihak lain ke atas kami dan/atau sekutu-sekutu kami;
- Untuk menjalankan operasi kawalan termasuk menentukan jumlah yang terhutang kepada atau oleh anda, pembayaran kepada atau koleksi apa amaun daripada anda dan dari mana-mana orang yang menyediakan jaminan bagi kewajipan anda dan menguatkuasakan apa-apa caj atau sekuriti lain yang diberikan oleh atau untuk anda berhubung dengan produk dan perkhidmatan Bank;
- Untuk membolehkan sesebuah pihak untuk menilai sebarang tugasan sebenar atau dicadangkan, penyertaan, sub-penyertaan dan/atau novasi hak-hak dan/atau kewajipan kami;
- Untuk mematuhi keperluan undang-undang dan peraturan, yang mungkin melibatkan pendedahan, notifikasi dan penyimpanan rekod;
- Untuk mengekal dan melindungi pejabat-pejabat kami;
- Untuk tujuan audit dan pengurusan risiko;
- Untuk tujuan pemindahan atau cadangan pemindahan mana-mana bahagian kepentingan, kewajipan, bisnes dan/atau operasi Pihak Bank.
- Untuk apa-apa tujuan lain yang dibenarkan oleh undang-undang yang berkenaan atau dengan kebenaran anda; dan
- Untuk semua tujuan-tujuan lain yang bersampingan dan berkaitan dengan mana-mana di atas.

5. <u>Penzahiran Data Peribadi</u>

5.1 Bagi tujuan-tujuan di atas, data peribadi anda mungkin boleh diberikan oleh Pihak Bank kepada:

- Mana-mana pihak yang mempunyai kewajipan kerahsiaan dengan Pihak Bank atau kepada syarikat-syarikat berkaitan atau yang berhubung dengan Pihak Bank;
- Syarikat-syarikat yang berkaitan atau berhubungan dengan Pihak Bank (sama ada syarikat tersebut beroperasi di Malaysia atau di tempat lain);
- Bank Negara Malaysia, Securities Commission Malaysia dan mana-mana institusi kewangan yang memberi atau berhasrat untuk memberi sebarang kemudahan kredit/pembiayaan kepada anda, mana-mana biro kredit pusat yang ditubuhkan atau diluluskan oleh Bank Negara Malaysia, mana-mana pihak berkuasa berkenaan yang diberi kuasa melalui undang-undang untuk memperoleh maklumat kamu, pihak berkuasa/agensi yang ditubuhkan oleh Bank Negara Malaysia dan/atau mana-mana pihak yang diberi kuasa oleh undang-undang atau mana-mana pihak berkuasa kerajaan dan/atau pihak berkuasa kawal selia dan/atau mana-mana persatuan berkaitan industri;
- Mana-mana ejen berkaitan, kontraktor atau pembekal perkhidmatan pihak ketiga yang menyediakan khidmat pentadbiran, telekomunikasi, komputer, pembayaran, penjelasan sekuriti, pengurusan, audit atau perkhidmatan-perkhidmatan lain kepada Pihak Bank;
- Mana-mana institusi perbankan, kewangan atau institusi lain yang mana anda sedang atau bercadang untuk berurusan dengannya;
- Mana-mana agensi rujukan kredit atau agensi-agensi kutipan hutang;
- Peguam, juruaudit, penasihat cukai, bank-bank pelaburan dan penasihat-penasihat professional lain yang terhad kepada hubungan perniagaan di mana anda terlibat bersama dengan Pihak Bank;
- Entiti Bursa Malaysia yang berkaitan dan Notis Data Peribadi entiti yang berkaitan Bursa Malaysia berkaitan (ies) hendaklah juga terpakai bagi data peribadi anda. Sila rujuk kepada laman web Bursa Malaysia untuk salinan Notis Data Peribadi berkenaan;
- Mana-mana penyedia sekuriti anda atau mana-mana pihak yang bercadang untuk menyediakan jaminan berkenaan dengan kemudahan / perkhidmatan yang dipohon;
- Mana-mana orang perseorangan atau korporat di mana Pihak Bank memindahkan atau bercadang untuk memindahkan kepadanya mana-mana bahagian kepentingan, obligasi, perniagaan dan/atau operasinya;
- Mana-mana penama, pemegang amanah, pemegang amanah bersama, depositori sekuriti berpusat atau pendaftar, penjaga, ejen hartanah, peguam atau orang lain yang terlibat dengan penyediaan perkhidmatan dan produk oleh Pihak Bank kepada anda;
- Mana-mana pihak yang perlu dibuat penzahiran oleh Pihak Bank seperti yang dituntut oleh undang-undang, kerajaan atau badan kawal selia yang berkenaan; atau

kepada mana-mana pihak lain yang memerlukan maklumat seumpamanya secara munasabah untuk membolehkan

Pihak Bank menjalankan aktiviti-aktiviti yang dinyatakan seperti di atas.Pihak Bank boleh menzahirkan Data kepada mana-mana atau semua-pihak yang dinyatakan di atas dan jika perlu, mungkin akan berbuat demikian walaupun tempat erniagaan penerima data adalah di luar Malaysia atau maklumat tersebut yang berikutan dengan penzahiran akan dikumpul, dipegang, diproses atau digunakan oleh penerima data tersebut secara keseluruhannya atau sebahagiannya di luar Malaysia.

APPLICANT INITIAL: ……..

6. Kewajipan Subjek Data

6.1 Anda bertanggungjawab memberikan maklumat yang tepat dan lengkap kepada Pihak Bank mengenai diri anda dan mengenai mana-mana individu di mana anda membekalkan maklumat peribadi mereka kepada Pihak Bank dan untuk mengemaskinikan maklumat peribadi tersebut jika dan apabila ia menjadi tidak betul atau tidak terkini dengan menghubungi Pegawai Perlindungan Data Peribadi melalui butir-butir untuk menghubungi kami yang dinyatakan di bawah.

6.2 Jika anda perlu memberi Pihak Bank maklumat peribadi berkaitan dengan pihak-pihak ketiga (contohnya mengenai suami atau isteri atau anak-anak anda, atau orang yang diberi kuasa atau pengarah daripada organisasi atau syarikat) yang berkaitan dengan perkhidmatan kewangan atau produk yang diminta oleh anda, anda mengesahkan bahawa anda telah (i) mendapatkan kebenaran individu tersebut atau sebaliknya anda berhak memberi maklumat peribadi mereka kepada Pihak Bank dan untuk Pihak Bank memproses dan menggunakan maklumat peribadi tersebut dengan sewajarnya, dan (ii) memberitahu individu yang berkenaan polisi data peribadi Pihak Bank dan merujukkan mereka kepada Dasar Privasi Pihak Bank di http://www.hlebroking.com.my.

7. Hak untuk Mengakses dan Memperbetul Data Peribadi

7.1 Anda mempunyai hak untuk bertanya sama ada Pihak Bank menyimpan data anda dan untuk meminta akses kepada dan memperbetulkan data yang disimpan. Anda dikehendaki untuk mengisi borang dan bayaran pentadbiran yang munasabah boleh dikenakan bagi memproses setiap permintaan akses data.

7.2 Jika anda ingin meminta untuk akses kepada, atau untuk membetulkan data yang disimpan oleh Bank, sila kemukakan permintaan anda kepada Pegawai Perlindungan Data Peribadi di: -

(i) nombor telefon yang sedang dinyatakan pada laman web Bank (http://www.hlebroking.com.my);
(ii) 603 77292829 (faksimili);
(iii) PDPofficer@hlib.hongleong.com.my (e-mel)

dan kami akan memudahkan memenuhi permintaan anda secepat mungkin.

8. Pindaan kepada Dasar Privasi

8.1 Dasar ini boleh dikaji dan dipinda semula dari semasa ke semasa. Kami akan memberitahu sebarang perubahan bersama dengan Dasar yang dikemaskini melalui laman web Pihak Bank (http://www.hlebroking.com.my), dan/atau melalui medium komunikasi yang sesuai seperti yang ditentukan oleh Pihak Bank.

14. HONG LEONG INVESTMENT BANK BERHAD/HLIB NOMINEES (TEMPATAN) SDN BHD AND HLIB NOMINEES (ASING) SDN BHD (HLIB/HLIBN(T)/HLIBN(A)) PRIVACY POLICY

1. Personal Data Confidentiality

1.1 Hong Leong Investment Bank Berhad, HLIB Nominees (Tempatan) Sdn Bhd and HLIB Nominees (Asing) Sdn Bhd (hereinafter collectively referred to as 'the Bank') strive to protect the confidentiality of the personal information ('data') of customers, business counterparts and any personal data of other individuals that may be provided to the Bank (hereinafter collectively referred to as 'data subjects'), that has been provided to the Bank. This Policy is accordingly addressed to these data subjects in the jurisdiction of Malaysia.

1.2 This Policy is developed to assist you, as a data subject, in understanding how we collect, disclose, transfer and store your personal information and how we intend to deliver the rights and protection that you are entitled to.

1.3 Ensuring the security of your personal information is our priority. We strive to protect the confidentiality of this information by maintaining appropriate physical, electronic, and procedural safeguards. We invest in systems and infrastructure to minimize any risks of compromising data security. Each of our employees is also bound by our Code of Conduct and Ethics which requires them to maintain customer confidentiality.

1.4 When we use other companies to provide services to our customers on our behalf ('service providers'), we also require them to protect the confidentiality of your personal information that they may receive.

1.5 In relation to Clause 1.4 above and Clause 4.2 below, please understand that we will only share your information with our service providers and business partners in accordance with this Policy.

2. Choice to Supply Personal Data

2.1 As a data subject of the Bank, you are provided opportunities to make choices. We encourage you to make choices that enable us to provide you with quality products and services that help you to meet your financial needs and objectives.

2.2 The collection of data by the Bank may be mandatory or voluntary/optional in nature in order to establish or continue to enjoy the Bank's financial services and/or establish any other business relationships with the Bank.

2.3 It is necessary for you to provide data which are mandatory. If you choose not to supply such data, this may result in the Bank being unable to provide products and/or services or otherwise deal with you.

2.4 We endeavour to keep you informed of the latest marketing and promotional offers that we feel would be useful and beneficial to you. These may include programs you may find valuable in helping you manage your account; such as product or service upgrades, credit line increases and other benefits.

2.5 However, you can choose not to receive these marketing and promotional offers. You can do so by informing the Bank. Your request will be processed and no fees will be charged.

APPLICANT INITIAL: ……..

3. Types of Personal Data Collected

3.1 Personal data is described by the Personal Data Protection Act 2010 as information relating directly or indirectly to an individual who is identified or can be identified from that information.

3.2 The types of personal data collected may vary according to the business relationship that is established. Data collected may include the following:

- data collected on applications or other forms or as provided by you, such as name, IC number or passport number (for foreigners), address, e-mail address, telephone number, race, occupation, financial position such as assets and income, investment objectives, employer's details, family members and personal information about them and such other information as may be relevant for your application;
- data about your transactions with the Bank, its service providers, business partners or third parties, such as account balances, payment history, and account activity;
- data from credit bureau reports;
- data from credit reporting agencies;
- data from governmental agencies, regulatory and statutory authorities;
- data from your joint account holder(s) and/or parties providing security for your facilities;
- data obtained from your access to the Bank's web server, for example, by the use of cookies, i.e. small text files, sent by the Bank's server to your system when you access the Bank's server; and
- data from publicly available sources.

4. Use of Personal Data

4.1 The Bank collects your data for the provision of financial services or products requested by you in order to meet your financial needs and objectives.

4.2 In addition to the above, the Bank may also make arrangements with business partners to jointly develop products and services or launch marketing campaigns that may involve the sharing of your personal information.

4.3 Your personal data may be used or processed by the Bank or the Bank's service providers for the following purposes:-

- to establish a relationship between you and the Bank and/or companies related to or affiliated to the Bank, the Bank's service providers and business partners;
- to process applications for products and services;
- to evaluate and monitor credit worthiness;
- for evaluation and due diligence purposes;
- for carrying out your instructions and the provision of products and services to you, whether provided personally or through telephone or electronic means, including processing of receipts and payments;
- for data processing purposes;
- to evaluate and monitor provision of services;
- to respond to inquiries from you;
- to understand your needs and offering products and services to meet those needs;
- for the research and development of products and services for customers' use;
- to allow the Bank, the Bank's related and/or affiliated companies, service providers and business partners to promote their products and services;
- for debt collection purposes;
- for enforcement of our rights and obligations of other parties to us and/or our affiliates;
- operating internal controls including determining amounts owed to or by you, payment to or collection of such amounts from you and from any persons providing security for your obligations and enforcing any charge or other security granted by or for you in respect of the Bank's product and services;
- to enable a party to evaluate any actual or proposed assignment, participation, sub-participation and/or novation of our rights and/or obligations;
- to meet legal and regulatory requirements, which may include disclosure, notification and record retention requirements;
- to maintain and protect our offices;
- for audit and risk management;
- for any transfer or proposed transfer of any part of the Bank's interests, obligations, business and/or operations;
- for such other purposes as permitted by applicable law or with your consent; and
- for all other purposes incidental and associated with any of the above.

5. Disclosure of Personal Data

5.1 For the purposes above, your personal data may be provided by the Bank to:-

- any person under a duty of confidentiality to the Bank or to companies related to or affiliated to the Bank;
- companies related to or affiliated to the Bank (whether such company operates in Malaysia or elsewhere);
- Bank Negara Malaysia, Securities Commission Malaysia and any financial institution granting or intending to grant any credit facilities to you, any central credit bureau established or approved by Bank Negara Malaysia, any other relevant authority as may be authorized by law to obtain information about you, authorities/agencies established by Bank Negara Malaysia and/or any other person as may be authorised by law or any governmental authority and/or regulatory authority and/or any industry related association;
- any relevant agent, contractor or third party service provider who provides administrative, telecommunications, computer, payment, securities clearing, management, audit or other services to the Bank;
- any banking, financial or other institution with which you have or propose to have dealings with;
- any credit reference agency or debt collection agencies;
- lawyers, auditors, tax advisors, investment banks and other professional advisors which is restricted to the nature of the business relationship in which you are involved in with the Bank;

APPLICANT INITIAL: ……..

- Bursa Malaysia related entities and the Personal Data Notices of the relevant Bursa Malaysia related entity(ies) shall also apply to your personal data. Please refer to the Bursa Malaysia website for copies of the applicable Personal Data Notices;
- Any of your security providers or any party intending to provide security in respect of the facilities/services applied for;
- any person or corporation to whom the Bank transfers or proposes to transfer any part of its interests, obligations, business and/or operations;
- any nominee, trustee, co-trustee, centralised securities depository or registrar, custodian, estate agent, solicitor or other person who is involved with the provision of services or products by the Bank to you;
- any person by whom the Bank is required by applicable legal, governmental or regulatory requirements to make disclosure; or

to any other person reasonably requiring the same in order for the Bank to carry out the activities set out in the above purposes.

The Bank may disclose data to any or all of the parties stated above and may if necessary, do so notwithstanding the recipient's place of business is outside Malaysia, or that such information following disclosure will be collected, held, processed or used by such recipient in whole or in part outside Malaysia.

6. Data Subject's Obligations

6.1 You are responsible for providing accurate and complete information to the Bank about yourself and any other person whose personal information you provide us and for updating this personal information as and when it becomes incorrect or out of date by contacting the Personal Data Protection Officer via the contact details provided below.

6.2 In the event you may need to provide the Bank with personal information relating to third parties (for example about your spouse or children or the authorised persons or directors from an organisation or company) in connection with the financial services or products requested by you, you confirm that you have (i) obtained such individuals' consent or are otherwise entitled to provide the individuals' personal information to the Bank for the Bank to process and use accordingly, and (ii) informed the relevant individuals of the Bank's policy on personal data and referred them to the Bank's Privacy Policy at http://www.hlebroking.com.my.

7. Right to Access and Correct Personal Data

7.1 You are entitled to ask whether the Bank holds data on you and to request access to and the correction of any such data held. You will be required to fill up a form and a reasonable administrative fee may be charged for processing each data access request.

7.2 If you wish to request for access to, or to correct data held by the Bank, please forward your request to the Personal Data Protection Officer at:-

(i) the telephone number currently stated at the Bank's website (http://www.hlebroking.com.my);
(ii) +603-77292829 (facsimile);
(iii) PDPofficer@hlib.hongleong.com.my (email),

and we will facilitate the fulfillment of your request as soon as possible.

8. Amendments to this Privacy Policy

8.1 This Policy may be reviewed and amended from time to time. We will communicate such changes along with the updated Policy on the Bank's website (http://www.hlebroking.com.my), and/or other appropriate communication means as may be determined by the Bank.

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APPLICANT INITIAL: ……..

15. DECLARATION

The Client hereby declares that the information provided herein is accurate, complete and true and that the Client further declares that the Client has not withheld any information which may result in Hong Leong Investment Bank Berhad, HLIB Nominees (Tempatan) Sdn Bhd and HLIB Nominees (Asing) Sdn Bhd (HLIB/HLIBN(T)/HLIBN(A)) rejecting the Client's account opening application form, client agreement, direct market access agreement and explanatory document & risk disclosure statement, terms and conditions for specified exchanges trading facility and contract specifications.

The Client has read, understood and accepted the contents contained in item 13 and 14 of this account opening form.

The Client further declares that the Client acknowledges receipt of the account opening application form, client agreement, direct market access agreement and explanatory document & risk disclosure statement, terms and conditions for specified exchanges trading facility and contract specifications.

The Client hereby declare that the information provided in the FATCA Declaration section above is accurate, correct and true at all material times.

SIGNATURE OF APPLICANT _____

NAME OF APPLICANT _____ DATE _____

DECLARATION BY FUTURES BROKER'S REPRESENTATIVE
I hereby agree to accept the above person as my client. By signing below, I agree to abide by the Terms and Conditions in my agreement with HONG LEONG INVESTMENT BANK BERHAD. Futures Broker's Representative Signature Name : NRIC No. : Date :

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APPLICANT INITIAL: ……..

HONG LEONG INVESTMENT BANK BERHAD (10209-W)

Level 7, Menara HLA
No. 3 Jalan Kia Peng
50450 Kuala Lumpur

CLIENT AGREEMENT

APPLICANT INITIAL: ……..

CLIENT AGREEMENT

This Agreement is made on the day and year stated in Section 1 of Schedule 1 annexed hereto between: -

(1) **HONG LEONG INVESTMENT BANK BERHAD (Company No. :10209-W)** ("the Broker") a licensed futures broker under the Capital Markets & Services Act 2007 whose address is at Level 8, Menara HLA, No. 3 Jalan Kia Peng, 50450 Kuala Lumpur.

(2) the person/company ("**the Client**") whose name and address is set out in Section 2 of Schedule 1.

WHEREAS:

(A) The Client wishes the Broker to trade in Futures Contracts (as hereinafter defined) on a futures market in accordance with the Client's instructions

(B) The Client wishes the Broker to provide or procure the provision of clearing services in respect of Futures Contracts executed by the Broker or any other trading participants of the Exchange.

(C) The Broker agrees to open, operate and maintain an Account (as hereinafter defined) for the Client in accordance with the provisions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS:-

1. Definitions

(A) In this Agreement, the following words and phrases shall bear the following meanings: -

"Account"	any account opened by the Client with the Broker;
"Act"	the Capital Markets & Services Act 2007 as may be amended from time to time and includes any regulations made thereunder;
"Assets"	cash, currencies, securities, investments, deposits or financial instruments (including Futures Contracts or Option Contracts) constituting good delivery traded on an Exchange
"Authorised Person"	the person or any of the persons designated in or pursuant to this Agreement to issue instructions in relation to an Account;
"BMDB"	Bursa Malaysia Derivatives Berhad;
"BMDC"	Bursa Malaysia Derivatives Clearing Berhad;
"Broker"	HONG LEONG INVESTMENT BANK BERHAD (Company No. 10209-W);
"Business Day"	any day on which the Exchange is open for trading;
"Charged Securities"	such securities, investments and financial instruments (including the benefit of any foreign exchange contracts, Futures Contracts, Option Contracts or any other property whatsoever) as the Client may, with the agreement of the Broker, deposit with or transfer to the Broker by way of security to protect the Broker against any loss or risk of loss on present, future or contemplated Contracts and/or Client Contracts;
"Clearing House"	the BMDC and/or any clearing house licensed under the Act and appointed by the Exchange to act as clearing house for the Exchange;
"Clearing House Margin"	the amount of cash required by way of margin and/or variation adjustment (howsoever described) under the rules and regulations of the relevant Exchange, and/or Clearing House to be taken by the Broker from the Client together with all sums of margin and/or variation adjustment (howsoever described) for which the Broker must account to the relevant Clearing House;
"Client"	the person with whom the Broker has entered into this Agreement and such person's successors in title and (if appropriate) legal representatives and shall include each Authorized Person;
"Client Contract"	a Futures Contract or Option Contract between the Broker and the Client, which is matched by a Contract and is identical in its terms except as to parties;
"Close Out"	the entering into of a Contract equal and opposite to a Contract previously entered into (and each matching a Client Contract) so as to create a level position in relation to the Assets underlying the Contracts, or in relation to the Contracts themselves and fix the amount of profit or loss arising from such Contracts (and with respect to the corresponding Client Contract); and the terms "closed out Contract" and "closing out" shall be construed accordingly;
"Contract"	a Futures Contract or Option Contract entered into through a Representative;

APPLICANT INITIAL: ……..

"Deposited Securities"	Charged Securities, the certificates or documents of title to which the Client has deposited by way of Margin;
"Exchange"	BMDB and any other exchange market or association of dealers in any part of the world on which Assets are bought and sold and which has been approved or is approved from time to time by relevant authority in accordance with the Act;
"Explanatory Document & Risk Disclosure Statement"	the document wherein the nature of Futures Contract, the obligations assumed by a person who instructs a futures broker to enter into a Futures Contract, and the risks involved in trading Futures and Contracts Option Contracts, is briefly explained in general terms;
"Fees"	sums payable to the Broker in respect of fees or commissions (whether as broker or as dealer) charged under this Agreement;
"Futures Contract"	means a contract the effect of which is that: - (1) one party agrees to deliver a specified commodity, or a specified quantity of a specified commodity, to another party at a specified future time and at a specified price payable at that time pursuant to terms and conditions set forth in the business rules or practices of an Exchange or futures market; or (2) the parties will discharge their obligations under the contract by settling the difference between the value of a specified quantity of a specified commodity at the time of the making of the contract and at a specified future time, such difference being determined in accordance with the business rules or practices of the Exchange or futures market at which the contract is made, and includes an Option Contract;
"Margin"	the amount of cash as may from time to time be required by the Broker from the Client for the purpose of protecting the Broker against any loss or risk of loss on present, future or contemplated Contracts and/or Client Contracts and not being less than the relevant Clearing House Margin;
"Open Contract"	a Client Contract or Contract which has not been closed out;
"Option Contract"	a contract giving one party the right but not the obligation to buy or sell an Asset at an agreed price on or on and agreed date for: - (1) settlement and/or delivery; or (2) payment or receipt of a sum of money on settlement by reference to an index or formula approved by the relevant Exchange;
"Representative"	the Broker's representative who is duly licensed as a futures broker's representative under the Capital Markets & Services Act 2007 Act and who is nominated by a Member to be registered as a trading representative and who may also be licensed as a dealers representative under the Capital Markets & Services Act 2007;
"Taxation"	taxes, duties, imposts and fixed charges of any nature, whether of Malaysia or elsewhere in the world;
"Transferred Securities"	Charged Securities, title to which the Client has transferred or may hereafter transfer to the Broker or its nominee by way of Margin;
"Transaction"	the entering into of a Client Contract or Contracts, closing out or effecting delivery and/or settlement of a Client Contract or Contracts (which term shall include exercise or allocation of an Option Contract) in connection with this Agreement.
(B)	Words importing the singular shall, where the context permits, include the plural and vice versa. The expression "person" shall include any firm, partnership, association of persons and body corporate and any such persons acting jointly and the personal representatives or successors in title of any such person. Where the Client comprises two or more persons the liabilities and obligations hereunder shall be joint and several. References to "writing" shall include telex, cable and facsimile transmission. Headings are for convenience only.

2. Appointment of Broker

In consideration of the Broker agreeing at the Client's request to allow the Client to open an Account with the Broker and accepting appointment as the Client's broker for the purposes of trading in Options and Futures Contracts, the Client HEREBY AGREES that all Transactions executed by the Broker for the Account shall be subject to the terms and conditions set out in this Agreement.

3. Compliance With Laws & Rules of Exchange

(a) All Client Contracts and all Transactions shall be subject to this Agreement and, in respect of those Exchange and/or Clearing Houses of which the Broker is a member, the constitution, rules and regulations of the relevant Exchange and/or Clearing House (and in particular as regards Transactions effected on the BMDB, the rules and regulations of BMDB) and to all applicable laws whether imposed on the Client or the Broker. Furthermore: -

APPLICANT INITIAL: ……..

(i) in the event of any conflict between this Agreement and any such constitution, rules, regulations and laws, the latter shall prevail;

(ii) the Broker may take or omit to take any action it considers fit in order to ensure compliance with the same including disregarding any unexecuted orders or rescinding any executed Transactions;

(iii) such constitutions, rules, regulations and laws as are so applicable and all such actions so taken shall be binding upon the Client;

(iv) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client entering into this Agreement or any Client Contract or the Broker effecting any Transaction in connection with this Agreement.

(b) If any provisions hereof are or should become inconsistent with any present or future law, rule or regulation of the BMDB and/or any Exchange or any other relevant authority or body having jurisdiction over the subject matter of this Agreement, such provision shall be deemed to be rescinded or modified in accordance with any such law, rule or regulation. In all other respect, this Agreement shall continue and remain in full force and effect.

(c) The Client acknowledges that any trading in Futures Contracts on the futures market of the Exchange and any dealings with the Clearing House, are conducted between and by members as principals notwithstanding that in entering into such transactions they may be acting on behalf of or on the instructions of clients. Therefore the Client acknowledges that the Broker shall be acting as principal, in all trading in Futures Contracts on behalf of the Client or on his instructions, on the futures market of the Exchange and in any dealings with the Clearing House. 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 House is personal to the Broker and need not be passed by the Broker to the Client.

(d) The Client acknowledges that, in relation to all trading in Futures Contracts 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 House relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against the Exchange, the Clearing House or any member except as permitted by the Act.

(e) Subparagraphs (c) and (d) above shall not affect any right, entitlement or remedy of the Broker against the Client and vice versa.

4. Dealing and Clearing

(a) SUBJECT TO THE PROVISIONS OF THE ACT AND PROVIDED THAT THE TRADING IS EXECUTED COMPETITIVELY IN ACCORDANCE WITH THE RULES OF THE EXCHANGE GOVERNING THE RELEVANT MARKETS, THE BROKER MAY TAKE THE OPPOSITE POSITION TO THE CLIENT'S ORDER WHETHER ON THE BROKER'S OWN ACCOUNT OR ON BEHALF OF OTHER CLIENTS OF THE BROKER.

(b) The Broker shall be entitled but not bound to act on a request from the Client to carry out a Transaction (whether directly or through a Representative). The Broker may at any time and from time to time impose any limits including position limits on any Account and the Client agrees not to exceed such limits. The Client shall be notified of any imposition of limits on the Account. Except as directed by the Client in circumstances where the Client is not in default hereunder and no Event of Default (as defined in paragraph 8 below) has occurred, the Broker shall have no obligation to Close Out any Contract or Client Contract.

(c) Because of physical restrains on an Exchange and because of the very rapid changes in the prices of Assets that frequently take place, there may, on occasions, be a delay in making prices or in dealing. The Broker may not always be able to trade at the best prices quoted at any specific time or "at best" or "at market". The Broker shall not be liable for any loss howsoever arising by reason of its failing, or being unable, to comply with the terms of any limit order undertaken on behalf of the Client. Where the Broker is for any reason whatsoever unable to perform the Client's order in full, and effects partial performance only, the Client shall accept and be bound by the outcome.

(d) The Broker shall not be liable for any expense, loss or damages suffered by the Client or to account of the Client for any profit or gain accruing to the Broker as a result of the Broker:-

(i) trading or dealing in Futures Contracts or Option Contracts or in any Asset underlying any Contract or Client Contract;

(ii) dealing in respect of Contracts or Client Contracts with the Client,

PROVIDED that the foregoing shall not apply where an expense, loss or damages suffered by the Client is attributable to the default or negligence of the Broker.

(e) The Client agrees to indemnify the Broker and its directors against liabilities, claims, demands and expenses that it may suffer or incur arising out of a breach of this Agreement by the Client.

(f) The Broker and any of its directors or employees may from time to time trade on its or their own account on any Exchange or with any Representative.

(g) The Client hereby appoints the Chief Executive Officer of the Clearing House as the Client's agent to do all things necessary to transfer any Open Contract and any money and security standing to the credit of the Account with the Broker to another member of the Exchange in the event the Broker has been suspended or has had its membership terminated.

(h) (i) Unless specific written instructions are given to the Broker at the time instructions are given to trade in Futures Contracts on its behalf, the Broker shall allocate all Future Contracts for clearing.

APPLICANT INITIAL: ……..

(ii) If the Client does not want the Broker to allocate Futures Contracts for clearing purpose it shall, when giving written instructions to the Broker, specify the name of the Clearing member to whom the confirmed Future Contracts is to be allocated for clearing.

(iii) Upon execution of the Client's instructions, the Broker shall allocate the relevant confirmed Futures Contracts to the Clearing member accepting the trade.

(iv) Where the Client instructs the Broker to allocate a Futures Contract to a Clearing member and that Clearing member refuses to accept the allocation, the Client shall, make alternative arrangements failing which the Broker may at its absolute discretion accept the allocation. In the event that the Broker decides not to accept the allocation, the Client shall be in default under paragraph 8.

(i) The Client acknowledges that the Account shall be handled in accordance with the rules of the Exchange and the Client shall abide by the position limits set by the Exchange and notified by the Broker to the Client and the Client shall not acting alone or in concert with others, violate the position (or exercise limits) that are set by the Exchange from time to time.

(j) All orders whether made by telex, cable, facsimile, mail or orally are accepted and transmitted at the client's risk. The Broker shall not be responsible for the non-performance of its obligations hereunder by reason of any cause beyond the Broker's control, including, without limitation, transmission or computer delay, errors or omissions, strikes and similar industrial action or the failure of any Exchange or Clearing House to perform its obligations

(k) The Client's instructions to the Broker in respect of trading in Futures Contracts shall be valid only for the day on which the instructions are given unless otherwise agreed between the Client and the Broker.

(l) The Client confirms that (whether any Account shall happen to be in credit or debit at the time of the Broker so acting) the Broker is authorised to act on any instructions whether written or oral given by the Client or under the Client's authority or by any Authorised Person and the Client hereby confirms and agrees that it shall be responsible to the Broker for all Transactions, indebtedness and any other obligations made or entered into in the Client's name whether in writing or orally and howsoever communicated to the Broker.

(m) The Broker shall not be liable (in respect of matching Client Contracts or otherwise) if the relevant Exchange, Clearing House and/or Representative has ceased for any reason (including setting off the Broker's positions with it) to recognize the existence of any Contract or fails to perform or Close Out any Contract, but such cessation or failure shall not affect the Client's obligations and liabilities hereunder in respect of such Contracts which the Client has required the Broker to open and which have not been closed out or other obligations or liabilities of the Client arising therefrom.

(n) The Broker may at any time without prior notice in its absolute discretion take such steps as it may consider necessary or desirable to comply with or perform, cancel or satisfy any obligations of the Broker to the relevant Exchange, Clearing House and/or Representative in respect of Contract acquired on the instruction of the Client or acquired on a discretionary Account, including closing out and/or performing any and all such Open Contracts, and may for such purpose:-

(i) buy or sell (in any manner howsoever and including from itself) the Asset underlying any Open Contract; and/or

(ii) apply any Margin or Charged Securities in each case so that all sums expended by the Broker in excess of any sums held by the Broker on the Client's behalf shall be paid by the Client to the Broker forthwith on demand.

The Broker will attempt to give prior notice of such mentioned courses of actions, as appropriate, whenever possible.

(o) The Broker's written confirmations of contracts entered into and settlement statements and statements of open and/or closed positions in respect of the Accounts shall be conclusive against the Client if the objection in writing is not received by the Broker via facsimile transmission from the Client within two Business Days after transmission of the information contained in such confirmations whether by telephone, mail or otherwise to the Client. The Broker shall receive the original copy of the facsimile transmission within a week.

(p) Upon request from the Client, the Broker shall provide the specifications of, and copies of any offering document relating to, products comprised in any Transaction which may be entered into on behalf of the Client under this Agreement and a full explanation of Margin procedures and the circumstances under which the Client's positions may be closed without the Client's consent.

(q) The Client acknowledges that it is aware that the Broker will incur a personal obligation when dealing in Contracts on behalf of the Client.

(r) Each employee and Representative of the Broker acts as the agent of the Broker in connection with the Broker's business of trading in Futures Contracts and the Broker is liable for all such acts of the agent.

5. Delivery

The Client accepts that each Client Contract (and also all other Transactions made for the Account) contemplates actual performance in accordance with its terms including delivery and receipt of any Assets and payment therefor.

6. Recording Of Conversations

(a) The Client hereby acknowledges and agrees to the use of voice recording devices by the Broker or by the Exchange on behalf of the Broker, of any telephone conversation between the Broker and any Authorised Person, employee, officer or agent of the Client without an automatic tone warning device, in order to permit the Broker to verify data concerning any matters relating to the trading.

(b) The Broker agrees to make available to the Client, on request, a copy of any recording pertaining to the Client's trading in the event of a dispute or anticipated dispute with respect to the Client's trading. The Client hereby agrees that it shall bear all costs incurred thereto.

APPLICANT INITIAL: ……..

7. Margin/Payments

(a) The Client shall at all times maintain with the Broker, such amount and such form as the Broker may from time to time require, Margin in excess of the Client's indebtedness or obligations to the Broker whether by way of trading or otherwise howsoever and the amount of which may be greater than the relevant Exchange and/or Clearing House Margin. The Client agrees that:-

(i) his liability in respect of Margin payments is not limited to the amount (if any) deposited with the Broker; and

(ii) the Broker may call for payment of deposit or Margin (by whatever terms those obligations are described) or call for the lodgement of Charged Securities (acceptable to the Broker) in lieu thereof as the Broker in its absolute discretion feels is necessary to protect itself from the personal obligation incurred in dealing in Contracts on behalf of the Client.

(b) The Client's liability for Margin payments accrues at the time the Margin requirement comes into existence and the Broker shall make the Margin call no later than the Business Day immediately following the date of accrual of liability for Margin payments. Margin calls must be met within the period as stipulated on the margin call letter.

The Client agrees that time for payment of Margins is of the essence. Failure to meet any demand for Margin will result in the Broker being obligated under the rules of the Exchange and/or the Clearing House to Close Out all Open Contracts in respect of which demands for Margin have not been met.

(c) All amounts held by way of Margin shall be held on trust in a segregated account to apply the same for the following purpose: -

(i) to apply in or towards satisfaction, or in reimbursement of the Broker, of all costs, damages, losses, liabilities and expenses incurred under or in respect of all and any Contracts, Transactions and/or Client Contracts and all liabilities and expenses (including Fees) incurred as a result of the performance by the Broker of its duties or the exercise by the Broker of its rights, powers and/or privileges hereunder (irrespective of the currency in which the same may be denominated); and

(ii) subject to the Broker being satisfied that all such costs, damages, losses, liabilities and expenses referred to in sub-paragraph (i) above have been satisfied, discharged or otherwise released, to repay any surplus which is, attributable to such Transaction, Contract or Client Contract to the Client.

(d) All monies paid to the Broker whether on deposit or Margin or however described shall not be entitled to earn interest from the Broker and any debit balances on the Account with the Broker shall be charged with interest at the rate of 3% p.a. above Maybank's Base Lending Rate (both before as well as after any judgment or order of Court).

(e) The Client acknowledges that in respect of any account of the Broker maintained with the Clearing House, whether wholly or partly in respect of Futures Contracts or Option Contracts transacted on behalf of the Client and whether or not money paid by the Client has been paid to the Clearing House, the Broker deals as principal and accordingly no such account is impressed with any trust or other equitable interest in favour of the Client.

(f) The Client further agrees: -

(i) that his liability to pay any premiums accrues at the time the trade is executed regardless of when a demand for payment of the same is made and interest at the rate specified in paragraph (d) above is chargeable from the date such liability arises; and

(ii) that he is responsible to pay in cash any deficit owing to the Broker after Close Out of the Client's Contracts or closure of the Account and that if the Client defaults in payment of such deficit, the Broker may realise any Charged Securities held by the Broker and apply the proceeds against the deficiency.

8. Default

(a) The following shall constitute Events of Default: -

(i) if, in respect of any Client Contract, the Client shall fail:-

(a) to provide Margin when called upon to do so; or
(b) to make or take delivery of any Assets when required under such contract; or
(c) to pay any purchase price or other payment thereunder when due;

(ii) where the Client instructs the Broker to allocate a Futures Contract to a Clearing member and :

(a) that Clearing member refuses to accept the allocation; and
(b) the Client fails to make alternative arrangements; and
(c) the Broker in its absolute discretion decides not to accept the allocation;

(iii) the death of the Client (being an individual);

(iv) the filing of a petition in bankruptcy or, as the case may be, winding up or the commencement of other analogous proceedings, or the appointment of a receiver, in respect of the Client;

(v) the levying of an attachment against any Account;

APPLICANT INITIAL: ……..

(vi) default by the Client in the due performance or observance of any of the terms and conditions of this Agreement or of the bye-laws, rules and regulations, customs, usages or practices of the Exchange or Clearing House;

(vii) any representation or warranty made in or in pursuance of this Agreement or in any certificate, statement or other document delivered to the Broker being or becoming incorrect in any material respect;

(viii) any of the consents, authorizations, approvals, or board resolutions required by the Client to enter into this Agreement or any Client Contract being modified in a manner unacceptable to the Broker or being wholly or partly revoked, withdrawn, suspended or terminated or expiring and not being renewed or otherwise failing to remain in full force and effect;

(ix) in the absence of the Client making alternative arrangements satisfactory to the Broker, the Client is not contactable by the Broker at any time within twenty-four (24) hours, in order for the Broker to obtain instructions.

(b) Without prejudice to any other right or remedy which the Broker may have under this Agreement, if any Event of Default shall occur, the Broker shall be authorised, in its absolute discretion (but without being bound to do so) to take one or more of the following actions:-

(i) satisfy any obligation or liability the Client may have to the Broker out of any Charged Securities either alone or jointly with others and any other collateral security deposited with the Broker;

(ii) sell any or all Client Contracts or Assets held or carried for the Client or purchase any or all Client Contracts or Assets held or carried as a short position for the Client;

(iii) cancel any or all outstanding orders or contracts or any other commitments made on behalf of the Client;

(iv) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of the Broker as security for the Accounts(s);

(v) combine, consolidate and sell all accounts of the Client;

(vi) Close Out without recourse any or all Client Contracts and any corresponding Contracts;

(vii) borrow or buy in property whatsoever found necessary by the Broker or required to make delivery against any sale (including a short sale) effected for the Client;

(viii) exercise any rights granted by paragraphs 9 and/or 10 hereof; and/or

(ix) terminate this Agreement forthwith.

PROVIDED ALWAYS THAT a prior tender, demand for original or additional Margin or call of any kind from the Broker, or prior or outstanding demand or call from the Broker, or notice of the time and place of a sale or purchase shall not be considered a waiver of any of the Broker's rights granted by this Agreement.

(c) After deducting all costs and expenses incurred in connection with any action referred to in sub-paragraph (b) above, the Broker may apply any remaining proceeds to the payment of any liabilities the Client may have to the Broker; and in the event such proceeds are insufficient for the payment of liabilities the Client shall promptly upon demand and notwithstanding that the time originally stipulated for settlement may not then have arrived pay to the Broker and indemnify and hold the Broker harmless against any differences or deficiencies arising therefrom or in any Account or Client Contract, together with interest thereon in the manner and at the rate stipulated in paragraph 7 (d) (both before as well as after any judgement or Court Order) and all professional costs (including legal fees on a solicitor and own client basis, should the Broker in its absolute discretion refer the matter to legal advisers) and/or expenses incurred by the Broker in connection with the enforcement of each Client Contract which shall be for the account of the Client and properly deductible by the Broker from any funds of the Client in its possession.

9. Set Off

(a) In the event that the Client has more than one existing Account, (including a discretionary Account), the Broker may at any time, and without notice to the Client, combine or consolidate all or any of them and set off or transfer any sums standing to the credit of any one or more of them in or towards satisfaction of any of the liabilities to the Broker of the Client on any Account or in any other respect, including liabilities under facilities or accommodation for any unexpired fixed term or in respect of foreign exchange dealings or under guarantees or indemnities or any other instruments whatsoever given or assumed by the Broker at the Client's request, whether such liabilities be present or future, actual or contingent, primary or collateral or joint and several.

(b) Where any such set-off or combination requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange (as determined by the Broker and binding in all respects upon the Client) utilised by the Broker in the Broker's normal course of business for such currencies at the time of the combination or set-off.

(c) Without prejudice to the general right of set-off conferred upon the Broker by the foregoing sub-paragraphs the Client hereby expressly agrees that in any one or more of the following events, that is to say;

(i) if any attempt shall be made by the Client, without the Broker's express prior written consent and approval, to assign, and/or share, and/or otherwise alienate all or any part of any sum or sums standing to the credit of any one or more of such accounts as aforesaid; or

(ii) any event shall occur which, in the Broker's sole discretion, shall or might put in jeopardy the Broker's rights with respect to the credit balance in any one or more of such accounts;

APPLICANT INITIAL: ……..

(iii) the commencement of the Client's bankruptcy/winding-up or analogous proceedings; or

(iv) an encumbrancer taking possession of, or a receiver being appointed over, the whole or any part of the Client's undertaking, property or assets,

then immediately and without demand or notice to the Client or upon the occurrence of any other Event of Default referred to in paragraph 8 (a) above if the Broker so determines and gives notice to the Client, all of the Client's then existing Accounts shall automatically and forthwith be deemed consolidated together as one and shall (together with all the Client's liabilities above referred to) be deemed (if applicable) to mature and in all cases become due and payable, and all sum standing to the credit of any such Accounts shall automatically and forthwith on the occurrence of such event be set-off and shall be deemed to have been transferred by the Broker to the satisfaction of all such of the Broker as aforesaid or in any other respect.

(d) Nothing herein shall restrict the operation of any general lien or other rights or lien whatsoever which the Broker may have, whether by law or otherwise, and the rights of set-off hereby conferred are in addition and without prejudice to any general right of set-off arising by law or rights granted to the Broker by paragraphs 8 or 10 hereof or any lien, guarantee, bill, note, mortgage or other security now or hereafter held by the Broker.

(e) In addition to the right of set-off, the Client hereby authorises the Broker at any time and from time to time to permit the utilization of the sums standing to the credit of the Account or Accounts towards settlement of the outstanding balances in any other Account or Accounts of the Client with HONG LEONG INVESTMENT BANK BERHAD or any other subsidiary of the Broker's parent company and the Broker is further authorised to transfer such credit balances towards settlement of the outstanding balances in such other accounts.

10. Security

(a) The Client as beneficial owner and as continuing security for all its liabilities and obligations hereunder hereby charges, free of all adverse interest whatsoever:-

(i) by way of first fixed equitable charge all Deposited Securities; and

(ii) by way of first fixed legal charge all Transferred Securities

(b) The Client shall, upon request by the Broker, forthwith execute all such transfers and other documents as may be necessary to enable the Broker or its nominee to be registered as the owner of, or otherwise obtain a legal title to the Deposited Securities.

(c) The Broker shall hold all Charged Securities for the purposes of this Agreement and may, without prior notice, free of any interest of the Client therein:-

(i) deposit, charge or pledge the same with or to the order of any Exchange, Clearing House or Representative and on terms that such Exchange, Clearing House or Representative may enforce such deposit, charge or pledge in satisfaction of all or any obligations of the Broker to such Exchange, Clearing House or Representative PROVIDED ALWAYS such obligations are directly attributable to the failure of the Client to meet its obligations under this Agreement; and

(ii) register, sell, realise, charge or borrow against the same upon such terms (including as to the consideration received therefore) as it may in its absolute discretion think fit (without being responsible for any loss or diminution in price) and any consideration received therefore shall be treated as Margin payable by the Client.

If Charged Securities are denominated in a different currency from that in which any relevant cost, damages, loss, liability or expenses is denominated, the Broker may convert such amount at its current buying rate for such currency at the relevant time.

(d) Pending the application of Charged Securities pursuant to sub-paragraph (c) above, the Broker shall account to the Client for all amounts in respect of dividends, interest or other moneys in the nature of income received by the Broker in respect of such Charged Securities net of any Taxation payable by the Broker (whether by withholding or otherwise) in respect of such income.

(e) The Client undertakes not to create or have outstanding any security interest whatsoever on or over any of the Charged Securities (except for the security created hereby).

(f) Subject to the Broker being satisfied that all costs, damages, losses, liabilities and expenses payable by the Client in connection with this Agreement have been satisfied, discharged or otherwise released, the Broker may re-transfer or, as the case may be, redeliver any certificates or documents of title relating to, any relevant Charged Securities to the Client at any time and shall do so upon request.

11. Undertaking/Acknowledgments by the Client

(a) The Client acknowledges: -

(i) that the Client and the Broker are bound by the Act, the rules of the Exchange and the customs, usage and practices of the rules, custom, usage and practices of the Clearing House;

(ii) that dealing in Client Contracts may create an obligation to give or take delivery or make a cash settlement in accordance with the terms of trading of a Contract;

(iii) that trading in Client Contracts (including on a Discretionary Account), incurs the risk of loss as well as the prospect of profit;

(iv) that he is aware of the right of the Broker (subject to Section 99 of the Act), either on his own account or on behalf of other clients, to take the opposite position to the positions taken by the Client in Client Contracts;

(v) that the Broker reserves the right to refuse to deal on behalf of the Client in relation to any dealings in Client Contracts (other than Closing Out existing Open Contracts held on behalf of the Client) or limit the number of Open Contracts held on behalf of the Client or both. The Broker will inform the Client of any refusal at or before the time of the Client placing further orders or as soon as possible thereafter;

(vi) that the Client has no rights whether by way of subrogation or otherwise against any person other than the Broker in respect of Client Contracts traded on his behalf by the Broker;

(vii) that clearing shall be performed by BMDC only for Client Contracts traded through BMDB and presented to BMDC in accordance with the rules of BMDC;

(b) The Client undertakes that it will take all reasonable steps to obtain and communicate to the Broker all information, and deliver or cause to be delivered to the Broker all documents with respect to dealing in Contracts on the Exchange which are requested by the Exchange and/or BMDC and/or the Broker to produce such information or documents and also authorise the Broker to produce the information or documents to such person;

12. No Assignment Succession

(a) The Client may not assign any rights or obligations under this Agreement or any Client Contract.

(b) All the provisions of this Agreement shall survive any changes or successions in the Broker's business and shall be binding, where the Client is a corporation upon its successors, and where the Client is an individual upon his personal representatives.

13. No Waiver

The Client acknowledges that no act, omission to act or forbearance by the Broker or any of its employees, servants or agents shall be, or be deemed to be, a waiver by the Broker of any rights against Margin, Charged Securities or any other assets of the Client on hand with the Broker.

14. Charges, Costs

(a) The Client shall pay commission and Fees at such rate or rates notified by the Broker to the Client and as modified by written notice to the Client from time to time. All stamp duties, costs and expenses including bank charges, incurred for or to be incurred on behalf of the Client shall be paid by the Client as invoiced by the Broker.

(b) The Client hereby agrees to the imposition upon its Account or Accounts from time to time as the Broker may determine, of a minimum charge in respect of Accounts that maintain only average credit balances of less than such minimum amount as the Broker may from time to time determine.

15. Liabilities

In the absence of negligence, fraud, dishonesty or willful default of or by the Broker, the Broker shall not under any circumstances whatsoever be liable to the Client in respect of any loss, damages, and injury sustained or liability incurred by the Client.

16. Warranties and Undertakings

(A) The Client hereby represents and warrants that: -

(a) <u>Where the Client or any one of them is a body corporate (in respect of such person); -</u>

(i) that it is a corporation duly organised and is validly existing under the laws of the country of its incorporation and in every other country where it is carrying on business;

(ii) that the Client has the power and all requisite approvals to enter into this Agreement and that this Agreement has been validly authorised by the appropriate corporate action of the Client and when executed and delivered will constitute valid and binding obligations of the Client in accordance with the terms herein;

(iii) that the Client's Certificate of Incorporation or registration, charter, statute, memorandum and articles or other instrument constituting or defining its constitution and the board resolutions of the Client delivered to the Broker are true and accurate and still in force;

(iv) that no steps have been taken or are being taken to appoint a receiver and/or manager or liquidator over the assets of, or to wind up, the Client.

(b) <u>Where the Client or any one of them is an individual: -</u>

(i) that the Client is legally capable of validly entering into and performing this Agreement and that he or she has attained the age of 21 years and is of sound mind and legal competence and is not a bankrupt.

(c) <u>where there are two or more persons included in the expression "the Client":-</u>

(i) that the liability of each such person hereunder shall be joint and several;

APPLICANT INITIAL: ……..

(ii) that any one of them shall have full authority to give any instructions with respect to any Account or any Client Contract including but not limited to instructions with respect to buying or selling or withdrawals of excess funds; to receive demands, notice, confirmations, reports statements and other communications of any kind it being understood and agreed that such demands, notices, confirmations, reports, statements and other communications if addressed to the Client shall be binding on each of them notwithstanding that they have not been sent to or received by every one of them; generally to deal with the Broker in connection herewith as fully and completely as if the other joint account holders or holders had no interest herein;

(iii) that the Broker shall be under no duty or obligation to inquire into the purpose or propriety of any instruction given and shall be under no obligation to see to the application of any funds delivered by the Client in respect of any Account;

(iv) that notwithstanding any other arrangements which may have been made between them the rule of survivorship shall apply to the joint account hereunder and on the death of any one of them the moneys, securities and other property whatsoever for the time being standing to the credit of the joint account and anything held by the Broker whether by way of security or for sale, custody or collection or any other purpose whatsoever shall be held to the order of the survivor(s) of them.

(d) as regards all Clients:-

(i) the information given by the Clients, or on the Client's behalf, to the Broker in connection with the opening of any Account with the Broker is full and complete and the Broker shall be entitled to rely on such information until the Broker receives written notice from the Client of any changes thereto;

(ii) it has the authority and capacity to enter into and execute this Agreement and any Client Contract;

(iii) that the Client understands the contents of the Agreement and the Client agrees with them;

(iv) that it has read and understood the contents of the Explanatory Document & Risk Disclosure Statement.

(B) The Client undertakes to notify the Broker immediately upon the occurrence of any material change in the information supplied to the Broker.

(C) The Client acknowledges receipt of an Explanatory Document & Risk Disclosure Statement from the Broker and that he had signed a duplicate of the Explanatory Document & Risk Disclosure Statement after reading and understanding the same. The Client confirms that it has given due consideration to his own objectives, financial situation, needs and risks and has formed the opinion that dealing in Futures Contract is suitable for the Client.

(D) In reliance of the representation and warranties made by the Client, HLIB agrees to enter into an arrangement with the Client and in continuation thereafter for the provision of services envisaged in the account opening form, the Client herby represents and warrants to HLIB the following:-

(i) the Client is neither engaged in any unlawful activity nor are the Client's monies obtained from any illegal source or associated with any illegal activity;

(ii) any transaction and dealings contemplated under this arrangement will not contravene any anti money laundering laws or provisions;

(iii) any document, instruction and/or information provided is accurate, true and complete and the Client undertakes to provide such information and documents as HLIB may reasonably require for the purpose of due diligence/enhanced due diligence as required under the Anti-Money Laundering and Anti-terrorism Financial Act 2001; and

(iv) save where the Client has obtained HLIB's prior consent in writing, the Client shall act as principal and sole beneficial owner (not as trustee and/or nominee) in entering into these terms and conditions, transactions and/or dealings; and

(v) subject to the conditions contained in 16(D)(iv) and to the extent permitted by law, if the Client is a trustee, intermediary and/or nominee, the Client shall undertake to ensure that the beneficiary is not in contravention with any anti money laundering laws or provisions and the Client further undertakes to HLIB that the Client will comply with and continue at all times to comply with all requisite processes required under any anti money laundering laws or provisions.

THE CLIENT SHOULD NOTE THAT THE RULES OF THE EXCHANGE PROHIBIT CLIENTS FROM TRADING IN FUTURES CONTRACTS OR OPTION CONTRACTS UNTIL THE CLIENT HAS SIGNED AND RETURNED TO THE BROKER THE EXPLANATORY DOCUMENT & RISK DISCLOSURE STATEMENT. THE EXPLANATORY DOCUMENT & RISK DISCLOSURE STATEMENT IS IMPORTANT AND THE CLIENT SHOULD ENSURE THAT HE HAS READ AND FULLY UNDERSTOOD IT.

APPLICANT INITIAL: ……..

17. Termination of Agreement

This Agreement shall commence from the date hereof and, subject always to the rights of the Broker under paragraph 8(b) hereof to terminate this Agreement with immediate effect, shall subsist until terminated by either party at any time by giving to the other party notice in writing of at least seven (7) days.

Upon termination of this Agreement: -

(a) the Broker will Close Out all the Client Contracts and Close Out, abandon or exercise any option not yet exercised PROVIDED ALWAYS if termination of this Agreement is not by reason of default on the part of the Client, the parties shall mutually agree on the manner in which the Client Contracts and any unexercised option shall be dealt with; and

(b) the Client shall settle all his liabilities under this Agreement, failing which the Broker shall be entitled to all whatsoever rights under this Agreement to recover the monies owing to the Broker under this Agreement and for the purpose of enabling the Broker to enforce such rights, all such rights shall survive termination of this Agreement.

18. Time of Essence

Time shall in all respects be of the essence in the performance of all the Client's obligations under or in connection with this Agreement.

19. Notice

(a) Any notice, demand or request from one party to the other (including any demand for Margin) may be personally delivered, transmitted by post, telex or facsimile or by telephone in each case to the address or telex, facsimile or telephone numbers set out in this Agreement or to the last known address or otherwise as notified to the sender in writing from time to time. All such communications shall be deemed to be given at the time of transmission if delivered personally, by telex, facsimile or telephone or 3 days after the date of posting if transmitted by post.

(b) Where any communication is given by facsimile which appear to the recipient to be signed by an Authorised Person, the recipient is entitled to rely upon and act in accordance with the message contained therein without enquiry as to the identity of the person making such communication and the recipient shall further be entitled to treat such communication as fully authorised and binding upon the sender.

20. Payments to Client

Except where the Broker is given express written instructions to the contrary, in accordance with the terms of this Agreement, it may make payment of any amounts owing to the Client by crediting the same to the account, details of which are specified in this Agreement. Payment to such account shall constitute payment to the Client for all purposes.

21. Delivery of Electronic Contract Notes /Statements

(a) The Client hereby accept and assume the risk associated with electronic or online devices, including delays or failure in transmission due to breakdown or failure of transmission or traffic congestion of communications or any others cause(s) beyond the Broker control or anticipation and/or inherent risks in receiving electronic contract notes/statements. The Client understand the risks involved in communication over the internet and shall not dispute or challenge the validity, enforceability or admissibility of any such record and contents therein.

(b) The Client acknowledge that any contract notes/statements sent to the Client via email according to the Broker record shall be deemed to be duly served on the Client on the day such email was sent.

22. Variation of Agreement

Notwithstanding anything contained herein, Broker may in its absolute discretion without any prior notice (whether in writing or otherwise) amend or vary the Agreement at any time or from time to time and/or impose additional clauses which shall bind the Client as if the amendments and additional clauses have been originally set out in the Agreement.

23. Information Sharing

Pursuant to the implementation by the Securities Commission of dual licensing which permits a Representative who is licensed under the Capital Markets & Services Act 2007 as a futures broker's representative to also be licensed
as a dealer's representative under the Capital Markets & Services Act 2007, the Client hereby consents to the sharing of information (save and except where prohibited by any rule of law) between the Broker and HONG LEONG INVESTMENT BANK BERHAD.

24. Government Taxes and/or statutory/regulatory imposed charges, fees etc

(a) For the purpose of this Clause:
"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

(b) The fees and/or all other monies to be paid by Client to Broker under these terms and conditions herein, including any amount representing reimbursements to be paid by Client to Broker, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

APPLICANT INITIAL: ……..

(c) In the event Client is required by law to make any deduction or withholding from the fees and/or all other monies payable to Broker under these terms and conditions herein in respect of any Tax or otherwise, the sum payable by Client in respect of which the deduction or withholding is required shall be increased so that the net fees and/or the net amount of monies received by Broker is equal to that which Broker would otherwise have received had no deduction or withholding been required or made.

(d) The Client shall in addition to the fees and/or all other monies payable, pay to Broker all applicable Tax at the relevant prevailing rate and/or such amount as is determined by Broker to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Client directly to any Appropriate Authority, which the Client shall remit directly to the Appropriate Authority.

(e) If at any time an adjustment is made or required to be made between Broker and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these terms and conditions herein by Broker, a corresponding adjustment may at Broker's discretion be made as between Broker and Client and in such event, any payment necessary to give effect to the adjustment shall be made.

(f) All Tax as shall be payable by the Client to Broker as herein provided shall be paid at such times and in such manner as shall be requested by the Broker, failing which the Client shall pay to the Broker interest at the rate of ten percentum (10%) per annum calculated on a day to day basis on the amount of Tax unpaid from the due date until payment.

(g) The Client hereby agrees to do all things reasonably requested by Broker to assist Broker in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions herein, the Client agrees to provide its fullest cooperation to Broker in assisting Broker in complying with its obligations under the relevant laws.

(h) The Client shall indemnify Broker and shall hold Broker harmless from any liability arising as a result of any breach of obligation on the part of the Client to pay the Tax as set out herein, together with all loss, costs and expenses resulting from such breach. Nothing in these terms and conditions herein requires Broker to pay any amount of fine, penalty, interest or other amount for which the Client is liable for.

(i) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these terms and conditions herein has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

25. FATCA

25.1 Notwithstanding anything to the contrary herein contained:

(a) Any payment made by, or on behalf of Broker (the "**Payor**") to, or for the benefit of, Client (the "**Payee**") shall be made subject to any withholding or deduction imposed on such payment pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators and no additional payment shall be required, nor any payment increased, on account of any such withholding or deduction. The Payor shall not be required to indemnify the Payee on account of any loss, liability or cost imposed as a result of, or otherwise arising from, such withholding or deduction;

(b) If the Payor is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators in respect of any payment, and the Payor does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Payor, then the Payee hereby agrees to indemnify the Payor therefor (notwithstanding any limitation on indemnification otherwise included in these terms and conditions) and to promptly pay to the Payor the amount of such liability. The Payee's indemnification obligation hereunder shall include any related liability for interest and, if the Payee has failed to provide the Payor, in a timely fashion, with sufficient information necessary for the Payor to determine whether and/or to what extent it is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators, shall include any related liability for penalties; and

(c) The Payee hereby consents to the disclosure of information on the Payee by the Payor to local and foreign regulatory and/or tax authorities including those in the United States.

"**FATCA**" means sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended, any current of future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof.

26. Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Malaysia. Any dispute arising under or in connection with this Agreement or any Client Contract is to be settled by arbitration or by court proceedings in the Broker's absolute discretion, which shall be binding absolutely on the Client.

[Reminder of page has been intentionally left blank]

APPLICANT INITIAL: ……..

In Witness Whereof the parties have executed this Agreement on the day and year first above written.

Signed by (Client)	}
	}
	}
	}
	}
	}
in the presence of (Witness)	}
	}
	}
	}
	}
	}
Signed by (Authorised Personnel)	}
	}
	}
	}
for and on behalf of	}
HONG LEONG INVESTMENT BANK BERHAD	}
in the presences of (Witness)	}
	}
	}
	}
	}
	}

APPLICANT INITIAL: ……..

Schedule 1

Sections

1.	Date of Agreement	:
2.	Name of Client	:
	NRIC No./ Company No.	:
	Address	:
		:
		:
		:
		:
	Facsimile No.	:
	Telephone No.	:
3.	Account Particulars (paragraph 20)	:

APPLICANT INITIAL: ……..

HONG LEONG INVESTMENT BANK BERHAD (10209-W)

Level 7 Menara HLA
No. 3 Jalan Kia Peng
50450 Kuala Lumpur

DIRECT MARKET ACCESS AGREEMENT

APPLICANT INITIAL: ……..

This Agreement is made on the day and year stated in Section 1 of Schedule 1 annexed hereto between: -

(1) **HONG LEONG INVESTMENT BANK BERHAD (Company No. :10209-W)** ("the Broker") a licensed futures broker under the Capital Markets & Services Act 2007 whose address is at Level 8, Menara HLA, No. 3 Jalan Kia Peng, 50450 Kuala Lumpur.

(2) the person/company ("**the Client**") whose name and address is set out in Section 2 of Schedule 1.

WHEREAS:

HLIB agrees to provide, and the Client agrees to access, the automated execution system maintained by HLIB (the "**System**") and any financial data, market and/or business information provided via the System (the "**Information**") upon the following terms and conditions.

IT IS HEREBY AGREED as follows:

1. Definitions and Interpretation:

1.1 In this Agreement, including the Schedule hereto, the following words shall have the meaning hereby assigned to them except where the context otherwise requires:-

"Act"	the Capital Market & Services Act 2007 as may be amended from time to time and includes any regulations made thereunder;
"Agreement"	means this Agreement as renewed, amended or supplemented from time to time;
"Client Agreement"	means the agreement dated [ ] executed between HLIB and the Client in respect of trading of futures contract;
"Commencement Date"	means the date of this Agreement;
"Exchange"	Bursa Malaysia Derivatives Berhad and any other exchange market or association of dealers in any part of the world on which Assets are bought and sold and which has been approved or is approved from time to time by relevant authority in accordance with the Act;
"Information"	means any financial data, market and/or business information provided via the Software or the System from time to time;
"Laws and Rules"	means the statutes, laws, rules, regulations, directives, guidelines and/or circulars as may be prescribed from time to time applicable to the use of the System, Software and Information and for trading on the Exchange whether issued by HLIB, the governmental, regulatory or self regulatory body, including but not limited to the securities laws, trading rules and other relevant rules of the Exchange;
"Software"	means collectively the related software (if any) and accompanying documentation to the System; and
"System"	means the automated execution system maintained by HLIB.

1.2 In this Agreement, unless the context otherwise specifies:-

(i) words denoting the singular number shall include the plural and vice versa;

(ii) words denoting the masculine gender include the feminine gender and neuter genders and vice versa;

(iii) the words "herein", "hereof", "hereunder", "hereto" and other word of similar import shall refer to this Agreement as a whole and not to any particular provision; and

(iv) the Schedules hereto shall form an integral part of this Agreement and shall be taken, read and construed as an essential part hereof.

2. Supplemental Terms and Conditions

2.1 This Agreement is supplemental to the Client Agreement in force between HLIB and the Client. In the event of inconsistency, the provisions of the Client Agreement shall be subordinate to the more specific provisions of this Agreement.

3. Licence to Access and Use the System, Software and Information

3.1 With effect from the Commencement Date, HLIB hereby grants to the Client a personal, limited, revocable, non-exclusive, non-transferable licence to access and use the System, Software and Information pursuant to the terms of this Agreement. The right of the Client to use the System, Software and Information is limited to use for the purpose of receiving and viewing Information, and transmitting orders for execution.

APPLICANT INITIAL: ……..

3.2 The Client shall comply with all notices and guidelines pertaining to the use of and access to the System, Software and Information, including any security measures in respect thereof as may be issued by HLIB from time to time to the Client through the System or such other method of notification as HLIB shall deem fit (which may include notification by way of email).

3.3 The Client shall not copy, license, sell, transfer, make available, or otherwise distribute the System, Software, or any Information to any other entity or person.

3.4 The Client shall not transmit any information through the System or the Software which it knows or have reason to suspect contains any viruses or damaging components which may detrimentally interfere with the System or the Software.

3.5 Certain of the Information is provided by third parties. If any of the Information ceases to be furnished by any third party vendors, or is furnished in a manner which is not compatible with the System or the Software, HLIB may remove as much Information as is affected, without advance notice, without incurring any liability to the Client, and without any change to any of the Client's payment or other obligations. Further, HLIB may modify, amend, alter, update, supplement, upgrade or replace the Software (which, among other things, determines the functionality and appearance of some or all of the System's features) from time to time, in whole or in part, without any notice (except for material changes to functionality as reasonably practical), without incurring any liability to the Client, and without any waiver to any of the Client's payment or other obligations. HLIB shall not be liable if such modification, amendment, alteration, update, supplement, upgrade or replacement prevents the Client from accessing the System. The Client acknowledges and agrees that its use of the System or the Software after any modification, amendment, alteration, update, supplement, upgrade or replacement shall constitute acceptance by the Client of such modification, amendment, alteration, update, supplement or replacement.

3.6 HLIB shall be entitled at any time, at its sole discretion and without prior notice, to temporarily suspend the System or Information for updating, maintenance and upgrading purposes, or any other purpose whatsoever that HLIB deems fit, and in such an event, HLIB shall not be liable for any losses or any liability which may be incurred as a result.

4. Ownership of the System, Software, and Information

4.1 The Client acknowledges and agrees that the System and Software are the exclusive property of HLIBand/or its licensors, and that the Information is the exclusive property of HLIB and/or its licensors or such licensor's third party vendors or their suppliers, and HLIB, its licensor and such third party vendors and their suppliers retain all proprietary right, title, and interest, including, without limitation, copyright, in the Information.

4.2 The Client shall not remove or alter any copyright notice or other proprietary or restrictive notice contained in the System, Software, or Information.

4.3 The trade marks, service marks and logo (the "**Trade Marks**") used and displayed on or through the System or the Software are registered or pending registration Trade Marks of HLIB, its affiliates, licensors, service providers or other third parties. Nothing in this Agreement, the System or the Software should be construed as granting, by implication, estoppel, or otherwise, any licence or right to use any Trade Marks displayed on or through the System or the Software without the written permission of HLIB or other applicable Trade Mark owner.

5. User Names and Passwords; Unauthorized Use

5.1 The Client will receive a user name and password from HLIB through which the Client may access and use the System, Software, and Information.

5.2 The Client shall keep the user name and password provided by HLIB confidential, and shall not disclose it to anyone else, publish it, or allow anyone else to use it.

5.3 The Client shall be solely responsible for all orders transmitted through its user name and password assigned by HLIB to the Client, whether it is transmitted by the Client or any other person or entity gaining access to the System or the Software via the Client's user name and password. In this respect, the Client shall indemnify, defend and hold harmless HLIB its employees, officers, directors, agents, successors and assigns, (collectively, the "indemnified parties"), from and against, any and all liabilities, obligations, damages, deficiencies, losses, costs and expenses, incurred based on any claim, inquiry, investigation, demand, proceeding, suit and/or action to which any indemnified party may become subject, resulting from or arising out of or in connection with the transmission of orders or use of the System, Software and Information whether by the Client or unauthorized entities or persons using the Client's user name and password.

5.4 The Client agrees to notify HLIB immediately and in writing if it has reason to believe that unauthorized entities or persons may have obtained access to the Client's user name and password, and the Client shall use its best efforts to stop any such use, as well as any unauthorized copying or distribution of the Software or the System or the Information.

5.5 Notwithstanding anything to the contrary, HLIB may, at its sole discretion, deny the Client access to the System or the software and disable the user name and/or password associated with the Client for any reason, including without limitation, if HLIB believes that the Client has violated or acted inconsistently with the terms of this Agreement.

6. Pre-trade Filters

6.1 HLIB shall be entitled to incorporate pre-trade filters (which shall include but is not limited to position or transaction limits) in the System whereby orders created by the Client shall be tested based on a set of criteria or filter parameters to determine whether the orders should be allowed to be entered into the System and eventually passed through to the Exchange and if not, to activate the appropriate exception handling actions at its sole discretion including but not limited to (i) reject the order outright, (ii) pass the order to a dealer for review or (iii) pass the order into the market but identified as an exception for subsequent analysis.

6.2 The Client acknowledges and agrees that its orders would be subject to such pre-trade filters which shall be determined by HLIB in its sole discretion and may be amended by HLIB from time to time.

APPLICANT INITIAL: ……..

7. Equipment and Internet Access

7.1 The Client is responsible for obtaining and maintaining, at the Client's cost and risk, the necessary and compatible computer equipment, software and Internet access required to enable the Client to access and use the System, Software, and Information. If at any time during the continuance of this Agreement, new or different versions of software, hardware and/or equipment is required by HLIB for access to and use of the System, Software and Information, the Client shall upgrade the relevant software, hardware and/or equipment, or use the enhanced version of the same, as required by HLIB at the Client's cost failing which the Client may not be able to obtain access to the System, Software and Information or all features or services available thereby and HLIB shall not be held liable as a result thereof or shall not be liable for any loss or damage suffered by the Client.

7.2 The Client shall not use any software or material that contains a virus or damaging component which may corrupt or interfere with the operations of the System or Software.

8. Notice of Material Events

8.1 The Client shall notify HLIB in writing immediately: (i) if any difficulty or unusual occurrence is being experienced with the Software, System or Information; or (ii) upon the occurrence of any material change in its business activities or financial condition that could affect the Client's ability to settle a trade, or otherwise satisfy its obligations under this Agreement.

8.2 The Client shall immediately inform HLIB of the occurrence of any of the following events: (i) a name change; (ii) a change in control/shareholding; or (iii) a change in business structure, business mix, or lines of business. The Client shall provide immediate written notice to HLIB in the event of any voluntary or involuntary filing by or against the Client under any bankruptcy, reorganization, insolvency, readjustment of debt, dissolution or liquidation law of any jurisdiction, whether now or hereafter in effect.

9. Additional Acknowledgements, Representations and Warranties By The Client

9.1 The Client hereby represents, warrants and covenants that:

(i) its use of the System, Software, and Information will comply with all applicable Laws and Rules. The Client shall be responsible for all violations of the Laws and Rules arising from or relating to its use of the System, Software or Information, irrespective of any electronic or other control procedures put in place by HLIB that may be designed to, or capable of, detecting or notifying the Client of any such breach

(ii) it has full power, authority and legal right to execute and deliver this Agreement and to perform its obligations hereunder and hereby assumed by it, and that this Agreement has been validly authorised, executed and delivered by it, and that the obligations expressed to be assumed by it in this Agreement are legal and valid obligations binding on and enforceable against it in accordance with their terms.

9.2 The Client hereby further represents, warrants and covenants that it has sufficient and appropriate knowledge of the System and Software, and are well-informed to trade unaided by dealers.

9.3 The Client agrees to cooperate with and provide all reasonable assistance to HLIB its licensors, affiliates, any Exchange, regulator and/or other authorities in the event of an enquiry, audit, investigation, or compliance review.

10. Fees; Payment

10.1 The Client shall pay :

(i) the fees, costs, charges and expenses ("**the Fees**") in connection with the use and access to the System, Software and Information as may be prescribed by HLIB from time to time, at all times and in the manner as may be stipulated by HLIB from time to time;

(ii) all legal fees, costs (including solicitors fees) and other expenses incurred by HLIB in collecting any overdue Fees from the Client and/or in the enforcement of HLIB rights and entitlements under this Agreement and/or for the recovery of the monies owing by the Client to HLIB;

(iii) interest at prevailing rates as determined by HLIB on any amount overdue from the date it is due up to the date ofull payment

(iv) all fees in connection with the preparation and the stamping of this Agreement.

10.2 HLIB reserves the right at any time and from time to time to impose the Fees or vary the rate of the Fees or vary the time and manner of payment of the Fees by giving the Client notice in advance. All fees shall be non-refundable. The Client authorises HLIB to debit the Client's account(s) with HLIB for all Fees and other amounts due and payable by the Client to HLIB

10.3 Access to the System, Software, and Information by the Client may be refused in the event HLIB does not receive full, non-conditional payment of all applicable Fees and other charges.

11. Government Taxes and/or statutory/regulatory imposed charges, fees etc

(a) For the purpose of this Clause :
"Tax" means any present or future, direct or indirect, Malaysian or foreign tax, levy, impost, duty, charge, fee, deduction or withholding of any nature, that is imposed by any Appropriate Authority, including, without limitation, any consumption tax such as the goods and services tax ("GST") and other taxes by whatever name called, and any interest, fines or penalties in respect thereof.

"Appropriate Authority" means any government or taxing authority.

APPLICANT INITIAL: ……..

(b) The fees and/or all other monies to be paid by Client to Broker under these terms and conditions herein, including any amount representing reimbursements to be paid by Client to Broker, is exclusive of any Tax, and shall be paid without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding.

(c) In the event Client is required by law to make any deduction or withholding from the fees and/or all other monies payable to Broker under these terms and conditions herein in respect of any Tax or otherwise, the sum payable by Client in respect of which the deduction or withholding is required shall be increased so that the net fees and/or the net amount of monies received by Broker is equal to that which Broker would otherwise have received had no deduction or withholding been required or made.

(d) The Client shall in addition to the fees and/or all other monies payable, pay to Broker all applicable Tax at the relevant prevailing rate and/or such amount as is determined by Broker to cover any Tax payments/liabilities/obligations in connection therewith, without any set-off, restriction or condition and without any deduction for or on account of any counterclaim or any deduction or withholding, apart from any Taxes which may be required under any laws to be paid by the Client directly to any Appropriate Authority, which the Client shall remit directly to the Appropriate Authority.

(e) If at any time an adjustment is made or required to be made between Broker and the relevant taxing authority on account of any amount paid as Tax as a consequence of any supply made or deemed to be made or other matter in connection with these terms and conditions herein by Broker, a corresponding adjustment may at Broker's discretion be made as between Broker and Client and in such event, any payment necessary to give effect to the adjustment shall be made.

(f) All Tax as shall be payable by the Client to Broker as herein provided shall be paid at such times and in such manner as shall be requested by the Broker, failing which the Client shall pay to the Broker interest at the rate of ten percentum (10%) per annum calculated on a day to day basis on the amount of Tax unpaid from the due date until payment.

(g) The Client hereby agrees to do all things reasonably requested by Broker to assist Broker in complying with its obligations under any applicable legislation under which any Tax is imposed. In the event a new Tax is introduced and such Tax is required to be charged on the transaction contemplated in these terms and conditions herein, the Client agrees to provide its fullest cooperation to Broker in assisting Broker in complying with its obligations under the relevant laws.

(h) The Client shall indemnify Broker and shall hold Broker harmless from any liability arising as a result of any breach of obligation on the part of the Client to pay the Tax as set out herein, together with all loss, costs and expenses resulting from such breach. Nothing in these terms and conditions herein requires Broker to pay any amount of fine, penalty, interest or other amount for which the Client is liable for.

(i) For the avoidance of doubt, the parties agree that any sum payable or amount to be used in the calculation of a sum payable expressed elsewhere in these terms and conditions herein has been determined without regard to and does not include amounts to be added on under this clause on account of Tax.

12. Order Execution; Settlement of Transactions

12.1 Notwithstanding any other provision in this Agreement, HLIB reserves the right, in its sole discretion, and without prior notice to the Client, to reject, cancel or refuse to display, seek execution and/or seek to clear and settle any order for any reason. The Client acknowledges and agrees that: (i) the order entry does not guarantee order execution; and (ii) if at any time the System or the Software blocks a market participant from access, the Client's order may be withdrawn.

12.2 Unless the Client receives confirmation of receipt from HLIB, instructions or orders sent through the System may not have been received by HLIB and accordingly, may not be carried out or processed.

12.3 The Client acknowledges that orders are directed solely by the Client (and not any third party on behalf of the Client) for execution and that, accordingly, HLIB does not undertake to the Client any independent obligation of best execution with respect to any order.

12.4 The Client acknowledges that: (1) orders may be delayed for many reasons and the price of a security at the time of order entry may not be the same as the price of such security at the time such order is executed; and (2) orders may not be cancelled prior to execution, even if the cancellation order is received prior to the time at which the order was to be executed.

12.5 Notwithstanding anything contained in this Agreement to the contrary, the Client agrees that it is the Client's absolute, unconditional, and unassignable obligation, in connection with each securities transaction effected by the Client through the System or the Software, to make and ensure timely delivery of the subject securities and/or funds.

12.6 The Client shall be responsible for all investment decisions made in connection with its orders. HLIB shall have no duty to inquire as to the authority, propriety, suitability, accuracy, correctness or completeness of any order made by the Client, and shall be entitled to rely upon any such order without inquiry or investigation. Without prejudice to the generality of the foregoing, the Client agrees and accepts that in respect of all transactions effected through the System or the Software, HLIB is not a party to the transaction, and HLIB is not and shall not be construed to be in any fiduciary relationship with the Client.

12.7 HLIB shall be entitled to act in compliance with any order of court, judgment or arbitral award served upon HLIB in relation to any transaction, without the approval of the Client or any party to the transaction. HLIB shall be entitled to act pursuant to any legal advice with respect to any matter relating to this Agreement and shall not be liable for any action taken or omitted in accordance with such advice.

12.8 Without prejudice to Clause 12.7, in the event of any disagreement between the Client and any party to a transaction or other person, and this results in adverse claims or demands being made against HLIB in connection with any transaction, or in the event that HLIB in good faith is in doubt as to what action should be taken hereunder, HLIB shall be entitled to refrain from taking any action or from allowing any transaction until HLIB shall have received:

(i) a final non-appealable order of a court of competent jurisdiction on the relevant transaction; or

APPLICANT INITIAL: ……..

(ii) a written agreement executed by the person(s) in dispute on the relevant transaction;

in which event HLIB may act in accordance with such order or agreement.

13. No Warranties; Limitation of Liability; Indemnification

13.1 The System, Software, and Information, and any third party related goods and services provided under the terms of this Agreement are provided "as is", without warranty of any kind, express or implied, by HLIB or its affiliates, licensor, third party vendors or their suppliers, including, but not limited to, any implied warranties of merchantability, fitness for a particular purpose, completeness, accuracy, reliability, availability, title, non-infringement, trade usage, course of dealing, course of performance and best execution. The entire risk as to the quality and performance of the System, Software, and Information, and any third party related goods and services provided under the terms of this Agreement are with the Client, and there is no guarantee that the System, Software, and Information, and any third party related goods and services provided under the terms of this Agreement will meet the Client's requirements, be error free or operate without interruption or that any identified defect will be corrected. Further no warranty is given that the System, Software and Information is free from any computer virus or other malicious, destructive or corrupting code, agent, program or macros. Neither HLIB nor its affiliates, licensor, third party vendors or their suppliers shall have any responsibility to maintain the System or Software or to supply any corrections, updates or releases in connection therewith. The Client acknowledges that the Information is not intended to be and shall not be construed as financial, tax or other advice or as an offer, solicitation or recommendation of any orders or other securities transactions by or through the System.

13.2 HLIB does not warrant the security of any information transmitted by the Client or to the Client through the System and the Client acknowledges, and accepts, the risk that any information transmitted or received through the System may be accessed by unauthorized third parties.

13.3 The Client agrees that neither HLIB nor its affiliates, licensor, third party vendors or their suppliers shall be liable to any entity or person including, without limitation, the Client or any third party, for any trading losses, inaccurate distributions, lost revenues, lost profits, loss of business or information, loss of use, loss of costs or other savings, or any direct, incidental, indirect, consequential, special or punitive damages suffered, or costs or expenses incurred, by any entity or person, of any kind or nature, or from any cause whatsoever, including changes to obligations under any applicable laws, rules, orders or regulations, arising out of or relating to the furnishing, performance, maintenance of, use of or inability to use any of the System, Software, and Information, or any third party related goods and services provided under the terms of this Agreement, including such damages arising out of or related to any breach of this Agreement, whether such liability is asserted on the basis of contract, tort (including negligence or strict liability) or otherwise, whether or not foreseeable, even if HLIB or its affiliates, licensor, third party vendors or their suppliers have been advised or were aware of the possibility of such loss or damage.

13.4 The Client hereby acknowledges and aggress that the use of and access to the System, Software and Information is at the Client's own risk. The Client shall indemnify, defend and hold harmless HLIB and its affiliates, its and their employees, officers, directors, agents, successors and assigns, licensor, third party vendors or their suppliers, and each other entity or person on the contra side of any executed trade (collectively, the "**indemnified parties**"), from and against, any and all liabilities, obligations, damages, deficiencies, losses, costs and expenses, whether direct, incidental, indirect, consequential and/or special in nature, including reasonable attorneys' fees and other expenses incurred in the investigation and defense of any claim, inquiry, investigation, demand, proceeding, suit and/or action to which any indemnified party may become subject, (collectively, a "**claim**") resulting from or arising out of or in connection with the use by the Client of the System, Software, or Information, or any third party related goods and services provided under the terms of this Agreement, except to the extent that any such claim, as finally determined by a court of competent jurisdiction, was caused solely and directly by the gross negligence, willful misconduct or fraud of HLIB or any of the other indemnified parties.

13.5 The Client shall indemnify, defend and hold harmless HLIB from and against all liabilities, obligations, damages, deficiencies, losses, costs and expenses, whether direct, incidental, indirect, consequential and/or special in nature, including reasonable attorneys' fees and other expenses incurred in the investigation and defense of any claim, inquiry, investigation, demand, proceeding, suit and/or action to which HLIB may become subject, resulting from or arising out of or in connection with any viruses and other malicious, destructive or corrupting code, program or macros, Trojan Horses, worms, logic bombs or other software routine or hardware components designed to permit unauthorized access that have been introduced by the Client or which affects or causes the System, Software and/or HLIB hardware, software and/or other automated systems to fail or malfunction.

13.6 The client shall indemnify, defend and hold harmless Bursa Malaysia Derivatives Berhad ("BMDB") and Bursa Malaysia Berhad ("BMB") (including its related companies, directors, connected parties and/or their employees) make no representation and/or warranty, express or implied or statutory, in respect of the BMDB's derivatives order management system services, including the internet access facility ("OMS Services").

In no event shall BMDB and/or BMD be liable for any claim or demand, whatsoever and howsoever arising, in relation to the OMS Services, save in the case of fraud and willful default by BMDB or BMB. For the avoidance of doubt, BMDB and/or BMB shall nit be liable for any losses or damages caused as a result of any inability to trade or curtailment of any trading opportunities howsoever arising, including, but not limited to, the failure, malfunction and/or breakdown of the OMS services.

13.7 The data or information relating to any Client account provided by HLIB via the System may not be conclusive as to the latest current balance as deposits, withdrawals, buy/sell orders may be made without the relevant entries being made before the data or information is provided. The said data or information is therefore not binding.

14. Termination

14.1 The Client's licence to access and use the System, Software and Information shall continue until HLIB terminates it or the Client notifies HLIB of its decision to terminate in accordance with this Agreement.

14.2 HLIB may, in its sole discretion, discontinue the Client's right to access and use the System, Software and Information, or any part thereof, and/or terminate this Agreement, without giving any reasons, at any time by giving notice in writing.

APPLICANT INITIAL: ……..

14.3 Any discontinuance or termination under this Agreement by HLIB shall be without prejudice to any other rights or remedies which HLIB may be entitled to under this Agreement. Further HLIB shall not incur any liabilities in respect thereof, in particular, HLIB shall not be liable to the Client for any claims, losses or anticipated profits which may be suffered by the Client as a result thereof.

14.4 The Client may discontinue its access and use of the System, Software and Information, or any part thereof, and/or terminate this Agreement, by giving one (1) month's prior written notice to HLIB.

14.5 Clauses 3.3, 4, 5.3, 5.4, 10, 13, 15, and 17 of this Agreement shall survive any termination, cancellation, replacement, expiration, modification, rejection or cessation of effectiveness of this Agreement**.**

15. Third Party Beneficiaries

15.1 The Client's obligations set forth in this Agreement with regard to the System, Software and Information are also for the benefit of the third parties who provide the System, Software, and Information to HLIB, each of which shall have the right to enforce its rights under this Agreement directly and on its own behalf. Except as provided in this Clause and Clause 12, this Agreement is not intended to confer any benefits or rights on any counterparties or other persons not expressly made parties hereto.

16. Amendment

16.1 HLIB may at any time amend any provision of this Agreement by giving notice to the Client through the System or such other method of notification as HLIB shall deem fit (which may include notification by way of email). The Client agrees that notification of such amendments as aforementioned shall be sufficient notice for the purpose of this Clause. If the Client does not accept any amendments, the Client shall cease all access and/or use of the System. The Client's continued use and/or access shall constitute the Client's affirmative acknowledgment and agreement to abide and be bound by such amendments.

17. Miscellaneous

17.1 **Equitable Relief**. The Client acknowledges and agrees that any breach of any of the terms, conditions, or provisions of Clauses 4 and 17.2 will result in irreparable injury to HLIB and/or its affiliates, licensors, and third party vendors for which money damages could not adequately compensate. If there is a breach of these Clauses by the Client or any entity or person gaining access to the System, Software, or Information via the Client's user name and password, then HLIB shall be entitled, in addition to all other rights and remedies which it may have at law or in equity, to have a decree of specific performance or an injunction issued by any competent court, requiring the breach to be cured or enjoining all entities or people involved from continuing the breach. The existence of any claim or cause of action which the Client or any other entity or person may have against HLIB shall not constitute a defence or bar to enforcement of any of the provisions of this Agreement.

17.2 **Assignment**. This Agreement may not be transferred or assigned by the Client without the prior written consent of HLIB. This Agreement, and all the terms hereof, will be binding upon the Client's successors and permitted assignees. HLIB may freely transfer or assign some or all of its rights and responsibilities under this Agreement.

17.3 **Disclosure**. The Client consents and authorizes HLIB and its officers, employees and agents to provide or disclose any information relating to the Client or to the Client's accounts opened and maintained by HLIB to :

(i) HLIB's holding companies and other subsidiaries and associates of its holding companies;

(ii) any regulatory authority or digital certification authority;

(iii) any electronic, computer, telecommunications service provider and/or network provider and/or any third party agent or sub-contractor engaged byHLIB for the provision of any aspect of the System, Software and Information from time to time; and

(iv) any other third party as HLIB may, in its discretion, deem fit.

17.4 **Foreign Legal Restrictions**. The Client acknowledges and accepts that due to restrictions under the laws of some countries, the Client :

(i) may not be able to access or use the System, Software and/or Information from these countries;

(ii) may be infringing the laws of these countries when accessing the System, Software and/or Information from these countries; or

(iii) may be prevented by HLIB from accessing or using some or all of the System, Software and/or Information in such countries as HLIB may determine in its sole discretion from time to time.

The Client acknowledges that it is the Client's duty to ascertain whether any laws will be infringed and will not hold HLIB liable for any infringement or inability to access or use some or all of the System, Software and/or Information.

17.5 **Notices**. Save as may be provided specifically elsewhere in this Agreement, all "Notices" are required to be given in writing, directed to the applicable individuals at the applicable address identified below, and shall be deemed to have been duly given at the time of transmission if delivered personally or by facsimile, or two (2) days after the date of posting if transmitted by post, or upon actual receipt by the addressee (whichever is earlier). All Notices shall be sent to the following address or to such other address as a party shall hereafter specify by prior Notice to the other party :

If to HLIB: HONG LEONG INVESTMENT BANK BERHAD
Address : Level 8 Menara HLA, No. 3 Jalan Kia Peng, 50450 Kuala Lumpur
Facsimile No. : 603-21618109

APPLICANT INITIAL: ……..

If to the Client: As listed in the application form for the Client or the Client Agreement or as may be amended in accordance with the Client Agreement (or if no longer a valid person or address, to an officer/partner/principal of the Client at the last billing address used by HLIB)

17.6 **Delegation**. HLIB reserves the right to use any agents or service providers on such terms as it thinks appropriate in connection with the provision of access and use of the System, Software and/or Information.

17.7 **Waiver**. Any failure of a party to comply with any obligation herein may be expressly waived in writing by the other party hereto but such waiver or failure to insist upon strict compliance with such obligation shall not operate as a waiver of, or estoppel with respect to, any subsequent or other failure.

17.8 **Force Majeure**. Neither HLIB nor any of its third party vendors shall be liable for any loss caused, directly or indirectly, by any delay or failure to perform its obligations hereunder so long as that delay or failure is the result of an event beyond its reasonable control, including, but not limited to, governmental acts or restrictions, work stoppages, fire, civil disobedience, riots, terrorist acts, rebellions, accidents, explosions, interruptions or imperfections in telephone or internet service, communications line or equipment failures, exchange or market rulings, extreme market volumes or volatility, suspensions in trading, satellite malfunctions, electrical disturbances, brown-outs or black-outs, floods, storms, earthquakes, acts of God and other similar occurrences beyond the reasonable control of HLIB or any of its third party vendors.

17.9 **Headings**. The headings of the Clauses and subclauses of this Agreement are inserted for convenience only and shall not constitute a part hereof or affect in any way the meaning or interpretation of this Agreement.

17.10 **Severability**. Each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but if any provision of this Agreement shall be or become prohibited by or invalid under applicable law, such provision shall be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement.

17.11 **Governing Law**. This Agreement shall be governed by and construed and enforced in accordance with the laws of Malaysia and the parties hereby agree to submit to the non-exclusive jurisdiction of the courts in Malaysia.

17.12 **Entire Agreement**. This Agreement contains the entire understanding between the Client and HLIB with respect to the subject matter hereof, and supersedes all prior oral or written agreements, arrangements and understandings. Except as set forth in this Agreement, this Agreement shall not be modified or amended except in a writing signed by each of the parties hereto.

17.13 **Rights and Remedies**: The rights and remedies provided in this Agreement are cumulative, and are not exclusive of any rights or remedies of the parties provided at law, and no failure or delay in the exercise or the partial exercise of any such right or remedy or the exercise of any other right or remedy will affect or impair any such right or remedy.

17.14 **Confidentiality**: The Client shall keep confidential all information pertaining to the System, Software and Information at all times.

18. FATCA

18.1 Notwithstanding anything to the contrary herein contained:

(a) Any payment made by, or on behalf of HLIB (the "**Payor**") to, or for the benefit of, Client (the "**Payee**") shall be made subject to any withholding or deduction imposed on such payment pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators and no additional payment shall be required, nor any payment increased, on account of any such withholding or deduction. The Payor shall not be required to indemnify the Payee on account of any loss, liability or cost imposed as a result of, or otherwise arising from, such withholding or deduction;

(b) If the Payor is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators in respect of any payment, and the Payor does not so deduct or withhold and a liability resulting from such failure to withhold or deduct is assessed directly against the Payor, then the Payee hereby agrees to indemnify the Payor therefor (notwithstanding any limitation on indemnification otherwise included in these terms and conditions) and to promptly pay to the Payor the amount of such liability. The Payee's indemnification obligation hereunder shall include any related liability for interest and, if the Payee has failed to provide the Payor, in a timely fashion, with sufficient information necessary for the Payor to determine whether and/or to what extent it is required to make any deduction or withholding pursuant to or on account of FATCA or any other arrangements with foreign governments or regulators, shall include any related liability for penalties; and

(c) The Payee hereby consents to the disclosure of information on the Payee by the Payor to local and foreign regulatory and/or tax authorities including those in the United States.

"**FATCA**" means sections 1471 through 1474 of the United States Internal Revenue Code of 1986, as amended, any current of future regulations or official interpretations thereof, any agreement entered into thereunder, or any fiscal or regulatory legislation, rules or practices adopted pursuant to any intergovernmental agreement entered into in connection with the implementation thereof.

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APPLICANT INITIAL: ……..

IN WITNESS WHEREOF the parties hereto have signed this Agreement on the date and year first above written.

Signed by (Client)	)
	)
	)
	)
	)
	)
in the presence of (Witness) :-	)
	)
	)
	)
	)
	)
Signed by (Authorised Personnel)	)
	)
	)
	)
for and on behalf of	)
HONG LEONG INVESTMENT BANK BERHAD	)
In the presence of (Witness) :-	)
	)
	)
	)
	)
	)

APPLICANT INITIAL: ……..

HONG LEONG INVESTMENT BANK BERHAD (10209-W)

Level 7, Menara HLA
No. 3 Jalan Kia Peng
50450 Kuala Lumpur

EXPLANATORY DOCUMENT & RISK DISCLOSURE STATEMENT

APPLICANT INITIAL: ……..

EXPLANATORY DOCUMENT

This document seeks to explain in general terms:
(a) the nature of futures contracts
(b) the obligations assumed by a person who instructs a futures broker to enter into a futures contract.

This document contains other relevant information, however no document can exhaustively deal with all matters relevant to a decision to trade in futures contracts.

Before you trade in futures contracts, you should be aware of the risks involved and be satisfied that futures trading is suitable for your purposes. In particular, you should carefully read the risk disclosure statement attached to this document which you are required to sign.

Should you be in any doubt as to your obligations or other risks involved, you should ask your broker or seek other professional advice.

1. The nature of Futures and Options Contracts

1.1 Futures Contracts

A futures contract is a standardized agreement, made on a recognized exchange, to buy or sell a specified quantity of a described commodity at an agreed date in the future. They provide a facility for traders to manage the risks associated with the changing prices of commodities. In addition to those who deal in the markets for the purposes of the risk management, there are alos those who trade in the hope of profiting from the changing prices in the traded commodities, i.e. speculators.

There are two kinds of futures contracts: -
(a) deliverable contracts, under which the seller agrees to deliver to the buyer, and the buyer agrees to take delivery of, the quantity of the commodity described in the contract; and
(b) cash settlement contracts, under which the two parties will make a cash adjustment between them according to whether the prices of a commodity or security has risen or fallen since the time the contract was made.

The terms and conditions of a futures contract are set out in the rules and regulations of the exchange on which the contract was made. Material in this document is intended to refer to any futures contract traded on any exchange, however there may be differences in the procedure and regulations of the markets form one country to another and one exchange to another.

Futures contracts have standardized delivery/ settlement dates for periods of up to two years in the future, although the vast majority are for settlement within six months of the agreement being made. Note that deliverable contracts involve an obligation to deliver or take delivery at maturity, and it is not advisable to enter into such contracts in the last weeks before maturity unless actual delivery is contemplated.

The price of the commodity or security is determined in the market place by means of an open outcry system or an electric system and represents a consensus of market opinion as to what the price of the commodity should be at the specified future time.

Since all contracts for a given future month in the same market are exactly alike, obligations under futures contracts are easily transferred from one party to another. A trader who holds a contract to buy/sell any cancel this obligation by taking a new contract to sell/buy in the same month, a process known as offsetting or closing out the contract. In each case there will be a profit or loss equal to the difference between the buying and selling prices multiplied by the standard contract amount.

The Clearing House ensures that it is able to pay to traders by calling for margins or cash payments to cover any unrealized losses in the market. Margins must be paid by any trader whose contract is showing a loss, i.e. if the market falls after a purchase or rises after a sale. This margin ensures that is the party to an opposite contract with the Clearing Houses wishes to offset the obligation before I do, the clearing house will have cash on hand to pay the resulting profit. If the market fails to recover before my contract matures, this margins will not be recovered, it would then become a realized loss.

Each trader in the market is required to put up a deposit (also known as an initial margin) in order to trade. Contract deposits are governed by the minimum set by the Clearing House and vary from time to time according to the volatility of the market being carefully calculated to cover the maximum expected movement in the market from one day to the next. This means that a deposit may change after a position has been opened requiring a higher deposit then the minimum set bby the relevant exchange or Clearing House in order to protect its position as principal, that it may call margins as they are incurred.

Broker must call Clients to pay a margin (in the case of Contracts requirement relating to contracts traded on other markets will vary). Deposit and margins must be paid immediately (this is generally on demand and in times of extreme price volatility this may mean as little as one hour). If a Client does not pay a margin the broker is entitled to deal with those funds by way of set off against other monies owing by the broker to the Clearing House.

1.2 Option Contracts

Standardized option contracts are available on many exchanges in addition to futures contracts. And option is the right, not he obligation, to enter into a futures contract or take or make delivery of a commodity/ security, granted in return for premium. A call option is an option to buy in the futures market at a designated price (the exercise price or striking price) or buy a commodity/ security at a designated price, at any time before the option expires, irrespective of the current futures or commodity/security price. A put option is an option to sell in the futures market at the exercise price or sell a commodity/security at a designated price.

If a trader buys an option, his loss in the market is limited to the premium paid for the option, which is non-refundable. However, the person who sells (i.e. grants) the option has a similar potential liability to the holder of a futures contract, and will be called for margins if the price moves against him.

APPLICANT INITIAL: ……..

There are two parties to an option contract: the buyer (or taker) and the seller (or grantor). If an option is exercised, the option may become a futures contract or it may result in the buyer being required to take delivery of the underlying commodity/security or the seller being required to sell the underlying commodity/security depending on the type of the option, it may only be exercised at expiry (referred to as European style option) or I may be exercised at any time before expiry or at expiry (referred to as American style option). You should be aware of the style of the option you are trading as it may affect your obligation to take or make delivery.

The buyer may pay the full amount of the premium at the time the option is traded, however, if he pays only an initial deposits, he may be called upon to pay margins up to the full value of the premium (but no more).Provided the underlying futures market has moved in his favour, the holder of an option can profit by selling it later at a higher premium, or by exercising it and closing out the resulting futures contract. The profit depends on the movement in the underlying futures market and is potentially unlimited.

On the other hand, sellers (grantors) of option contracts have limited profit potential (they cannot earn more than the premium for which the option is sold) and unlimited potential for loss.

2. The nature of the obligation assumed by a person who instructs a futures broker to enter into the futures contract.

Clients of futures brokers (who under the exchange's rules must enter into a written agreement with their Clients) having given instructions to their broker to enter into futures options contracts on their behalf, must be prepared to: -

a. Pay a deposit on each contract upon execution of an order to at least the minimum deposit set down by the relevant exchange or clearing house for the contract. A broker is entitled to call a higher deposit than a minimum set in order to protect its position as principal.

b. Pay on demand any calls made by the broker for margins (see section 1.1 above) to maintain the futures position (i.e. contract or set of contracts) held by the Client.

c. Deliver or take delivery of and pay the contract in full for, the commodities or securities described in the specifications of any deliverable contract held by the Client which is still in force at the close of trading on the last day of trading.

d. Pay up any losses which are incurred as a result of a mandatory cash adjustment made on a cash settlement contract held by the Client which is still in force at the close trading on the last day of trading in the relevant market.

e. Waive any interest on funds deposited with the broker, whether the deposits or margins or deposited for the purpose of trading futures and options contracts, unless the written agreement between the broker and the Client stipulates that interest is to be paid on such funds. (Note that interest is not paid on margins under such an agreement).

f. Take up the opposite position in the futures market from the resulting position held by the buyer of an option, if the Client has sold (i.e granted) an option is exercised by the option buyer.

RISK DISCLOSURE STATEMENT

The Risk Disclosure Statement is as prescribed in the Future Industry Regulations. All Trading Participants must furnish to all clients a document containing at minimum the terms prescribed in the following statement.

This brief statement does not disclose all of the risks and other significant aspects of trading in futures contracts. In light of the risks, you should undertake such transactions only if you understand the nature of the futures contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures contracts 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.

RISKS ASSOCIATED WITH FUTURES CONTRACTS

1. Effect of "Leverage" or "Gearing"

Transactions in futures contracts carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contracts so that transactions are "leverage" or "geared". A relatively small market movement will have proportionately larger impact on the funds you have deposited or will have to deposit – this way 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 as you will liable for any resulting deficit.

2. Risk-reducing Orders or Strategies

The placing of certain orders (e.g. "stop-loss" orders, where permitted under the business rules of an exchange company) 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 as risky as taking simple "long" or "short" positions.

3. Terms and Conditions of Contracts

You should ask the futures broker with which you deal about the terms and conditions of the specific futures contracts 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 instrument of a futures contract and, in respect of futures contracts that are eligible exchange-traded options ("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 house to reflect changes in the underlying instrument or state of affairs that is the subject of the futures contract.

APPLICANT INITIAL: ……..

4. 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 that is the subject of a futures contract and the futures contract, 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 Securities

You should familiarise yourself with the protections accorded to money or other securities you deposit, 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.

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 increases your loss.

7. Currency Risks

The profit and 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.

8. 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 future broker with which you deal for details in this respect.

9. 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.

ADDITIONAL RISKS ASSOCIATED WITH OPTIONS

10. 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 instrument. If the option is on a futures contract, the purchaser will acquire a long position or short position (as the case may be) in relation to the futures contract, with associated liabilities for margin. If the purchased options expire worthless, you will suffer a total loss of your investment (which is the option premium) in addition to incurring 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 a seller is fixed, the seller may sustain a loss well in excess of that 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 options and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying instrument. If the option is on a futures contract, the seller will acquire a position in the futures contract with associated liabilities for margin. If the option is "covered", for example by seller assuming a corresponding long position in the underlying that is the subject of the option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

I hereby acknowledge that I have received and understood this Explanatory Document & Risk Disclosure Statement.

_____ _____

Date Signature of Client

APPLICANT INITIAL: ……..

HONG LEONG INVESTMENT BANK BERHAD (10209-W)

Level 7, Menara HLA
No. 3 Jalan Kia Peng
50450 Kuala Lumpur

TERMS AND CONDITIONS FOR SPECIFIED EXCHANGES TRADING FACILITY

APPLICANT INITIAL: ……..

TERMS AND CONDITIONS FOR SPECIFIED EXCHANGES TRADING FACILITY

Part A : TERMS & CONDITIONS

I/We hereby undertake and agree at all times to abide by the following terms and conditions for trading in such classes of standardized derivatives in the Specified Exchanges as defined under the Capital Markets and Services Act 2007 (the "CMSA").

1. Rules Governing Transactions

1.1 all transactions executed by HLIB on my/our behalf shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations of and governing the relevant Specified Exchanges and its clearing organizations ("Rules") where the transactions are executed or cleared by HLIB or its agents or any of its affiliates for my/our account, Accordingly, I/we hereby authorize HLIB and its agents and affiliates to provide those bodies and entities with information relating to me/us and my/our account upon their requests. HLIB shall not be liable to me/us as a result of any action taken by HLIB or its agents or any of its affiliates to comply with any such Rules, including, without limitation, any liquidation, in whole or in part, of my/our positions.

2. Disclosure of Information

2.1 that I/we further consent to the disclosure by HLIB of information relating to the Client's Account(s) to its parent company, other subsidiaries and associates of its parent company and local and foreign regulatory authorities at any time and from time to time.

3. Foreign Counter Party/ies

3.1 that I/We shall be bound by any other terms and conditions of agreements executed between HLIB and the foreign counterparty(ies) of HLIB in relation to transactions and services rendered to facilitate my/our trading in the Specified Exchange. In relation to internet trading facilities, HLIB may, at HLIB's absolute discretion, determine and vary the frequency, manner of use or availability thereof to me/us from time to time.

3.2 As between the foreign counterparty(ies) and HLIB, HLIB may be obliged to regard itself as being primarily responsible for the execution of my/our orders. In this connection, I/we recognizes that HLIB may, but is not obliged to take such measures (including effecting payment and settlement in respect of my/our orders which have been executed) as may be necessary to ensure non-default of HLIB's own primary responsibility as aforesaid. HLIB is not obligated to provide me/us with notice prior to effecting payment and settlement in respect of my/our orders which have been executed. We shall indemnify and save HLIB harmless from and against all sums and costs incurred by HLIB to effect payment and settlement in respect of my/our orders and instructions.

4. Trading Limit

4.1 HLIB may in its absolute discretion determine and vary the available trading limit based on my/our cash deposited and maintained with HLIB for my/our dealing/trading in derivatives contracts through conventional means or the internet trading facilities, as the case may be. I/We further agree that HLIB shall have the right at any time to refuse my/our orders or limit the long/short ordered by me/us without prior notice to us.

5. Information and Execution Delay

5.1 I/We acknowledges that in trading in derivatives contracts, there may be delays in the price quotes and execution of orders. While HLIB will take reasonable care to mitigate any such delay, I/we agree that neither HLIB nor any of its officers, agents or employees shall be liable for the accuracy, completeness and timeliness of the information or execution or for any decision made or action taken by HLIB in reliance upon the information provided or for any interruption of any data or information unless it is caused by fraud, gross negligence or willful default of HLIB.

5.2 Without affecting the generality of the foregoing, HLIB shall not be responsible for the non-performance of its obligations hereunder by reason of any cause beyond the HLIB's and its foreign counterparty(ies) control, including, without limitation, transmission or computer delay, errors or omissions, strikes and similar industrial action or the failure of any relevant Specified Exchange, its clearing house or foreign counter party(ies) to perform its obligations

6. Currency and Foreign Exchange Risks

6.1 I/We agree and understand that all transactions and monetary obligations relating to the Client's Account shall be settled in foreign currency. At the request of my/our dealer's representative, or I/us, and subject to the consent of HLIB being obtained, transactions may be settled in a currency other than Ringgit Malaysia but at a rate of exchange determined by HLIB in its sole and absolute discretion. I/We shall be fully responsible, and shall indemnify and save HLIB harmless for any losses, damages, costs and expenses which may result from any currency conversion effected as aforesaid.

7. Commission, Fees, Costs, Charges and Taxes

7.1 I/We undertake to pay HLIB all charges that may be imposed by HLIB, its counterparties, and/or the relevant Specified Exchange or clearing organization; including but not limited to any withholding and other taxes and duties imposed by any competent authority on any account opened or transaction effected for me/us; any forex exchange gain/loss and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to the gross negligence or willful misconduct of HLIB.

8. No Guarantee or Warranty

8.1 I/We understand and acknowledge that any trading recommendations and market or other information communicated to me/us by HLIB are extraneous to the provision of services by HLIB to me/us under the trading terms and do not constitute any suggestion or advice, nor an offer to long/short or the solicitation of an offer to long/short any derivatives contracts. Such recommendations and information although based upon information obtained from sources believed by HLIB to be reliable, may be incomplete, may not

APPLICANT INITIAL: ……..

have been verified and may be changed without notice to me/us. HLIB makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished to me/us or as the tax consequences of my/our transactions.

No trading orders from me/us, including orders placed electronically, shall be deemed to be valid and effective unless it is actually received and accepted by HLIB and written confirmation of business done of an order (Daily Activity Statement) is subsequently received by me/us.

9. Settlement Date

9.1 Settlement between HLIB and me/us in respect of transactions in the derivatives contracts shall be effected within the period as stipulated on the margin call letter.

10. Restricted Trading Days

10.1 My/our ability to trade in derivatives contracts may be restricted to days when Bursa Malaysia Derivatives Berhad, its counterparty, and the Specified Exchanges are opened for trading. I/We acknowledge that i/we may be unable to trade in derivatives contracts when Bursa Malaysia Derivatives Berhad is closed for trading notwithstanding that the relevant exchanges on which I/we wish to trade may be open for trading. HLIB may at its absolute discretion (but is not obliged to) increase the trading days from time to time or may decrease the trading days or vary the trading hours. HLIB shall not be liable for any loss, claim, damage, cost or expense suffered or incurred by me/us, or profit or advantage which I/we may be deprived, arising from the restricted trading days of HLIB and me/our inability to trade when HLIB is not opened for trading notwithstanding that the relevant exchange may be open for trading.

11. Acknowledgements Of Risks

11.1 I/We acknowledge and agree that there are risks associated with dealing in the Specific Exchange in a manner contemplated herein. 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 Client Account(s). I/We further confirm that HLIB shall not be responsible for the decision taken by me/us to deal in the Specific Exchange. In addition and without derogation to the foregoing, we acknowledge that the various risk disclosure statements contained within the Original Terms and any other documents entered into between I/we and HLIB are deemed repeated and incorporated herein.

12. Automatic Liquidation

12.1 If I/we do not settle the margin calls, HLIB has the right to liquidate, and impose charges on any or all of these transactions without notice to me/us. HLIB may but need not exercise this right on any day after the day on which the right to liquidate first arose.

13. Rights of Set-Off

13.1 HLIB reserves its right to combine or consolidate all or any one of my/our liabilities to HLIB, and HLIB reserves its right to sell, assign, pledge, utilize, setoff, transfer and/or otherwise dispose, any sum or sums standing (in terms of cash or other assets with HLIB) (the "Collateral") to the credit of any one or more of such accounts in or towards satisfaction of any or all of my/our liabilities (including but not limited to settlement of any losses, claims, action, interest, suits, proceedings, liabilities, expenses and other charges accruing) to HLIB, in any currency, and whether such liabilities be actual or contingent, primary or collateral or several or joint.

14. Exclusion of Liability

14.1 HLIB in its selection of any foreign counterparty(ies), agent or delegate, shall not be liable for any loss, claim, damage, expenses or liability suffered or incurred by me/us, or profit or advantage of which I/we may be deprived, which arises from or in connection with:-

(a) the insolvency of any of them;
(b) any act or omission of any of them, and
(c) their performance,

except in so far as the same arises as a result of the fraud, gross negligence and/or willful default of HLIB.

14.2 In addition, HLIB shall not be liable nor have any responsibility to my/us for any loss or damage incurred or suffered by me/us if the performance of HLIB's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond HLIB's reasonable control. These shall include but not be limited to industrial disputes, acts or regulations of any governmental authorities or Specified Exchanges or breakdown, failure or malfunction of telecommunications or computer service or systems.

15. Indemnity

15.1 I/We shall indemnify HLIB and keep HLIB indemnified from and against and in respect of all liabilities, losses, charges, expenses (inclusive of legal fees and cost) claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by HLIB directly or indirectly from or by reason of or in relation to or arising from or in connection with the Client's Account(s) for trading in the Specified Exchanges or breach of any of the provisions of the Original Terms and the additional terms and conditions of trading set out herein.

16. Bank Negara Rules

16.1 I/We acknowledge and understand that, for purposes of trading in the Specified Exchanges:-

(a) a Malaysian resident individual with domestic ringgit credit facilities (as defined under the Exchange Control Notices of Bank Negara Malaysia) is allowed to convert ringgit into foreign currency up to RM1,000,000 per calendar year.

(b) a Malaysian resident corporate with domestic ringgit credit facilities is allowed to convert ringgit into foreign currency up to RM50,000,000 equivalent in aggregate per calendar year, on a corporate group basis.

16.2 I/We further acknowledge that reliance will be placed by HLIB on the declaration of my/our compliance of the condition stated herein (if applicable) as a basis in opening the Client Account(s) and taking instructions from me/us to invest in Specified Exchanges.

17. Termination

17.1 I/We hereby agree that HLIB has the sole and absolute rights to terminate the Client's Account(s) without prior notice in the event of any failure by me/us to observe any of these terms & conditions.

18. Variations

18.1 I/We agree that HLIB may at any time by notice in writing to me/us, vary or add to these supplementary terms and conditions without prior consultation to my/us. Without limitation to the foregoing, such written notices may be included as part of my/our monthly statement of account. Where I/we are not agreeable to such variations, I/we shall have, seven (7) days from the date of the notice to object to such variations failing which such variations shall be deemed to be binding on me/us.

Part B : AUTHORISATION AND UNDERTAKING FOR MULTICURRENCY SETTLEMENT

A. AUTHORISATION

1. I/We, hereby request Hong Leong Investment Bank Berhad ("HLIB") with immediate effect to:

   (a) settle my/our transactions in the respective country's trading currency for the Specified Exchange that I am/we are trading with HLIB

   (b) furnish the Daily Activity Statement for my/our transactions in the trading currency as specified by the relevant Specified Exchange in respect of the class(es) of derivatives.

2. I/We hereby authorise my/our Dealer's Representative ("DR") to give instructions to HLIB to amend the settlement currency to MYR on my/our behalf in the event that I/we decided to change the settlement currency to Malaysian Ringgit ("MYR") to settle my/our transaction conducted on the Specified Exchange. I/We further authorise the DR to execute any relevant form(s) as required by you from time to time for the above purpose.

3. I/We further authorise HLIB to perform the following in respect of my/our trading account:

   (a) convert from my/our domestic or withdraw from my/our foreign currency trading account(s) for the settlement purpose including to settle any interest, fees or charges, taxes, fines, penalty, corporate actions in respect of the transactions conducted on the Specified Exchanges.
   (b) to withdraw from my/our foreign currency trading account(s) and remit to my/our foreign currency account with any other financial institutions.

B. DECLARATION, UNDERTAKING AND ACKNOWLEDGMENT

1. In consideration of the abovementioned authorization and request, I/we hereby acknowledge, accept and agree with the following terms and conditions:

   (a) to bear any fees, charges and/or penalties which may be charged by any agency banks or banking institutions should I/we remit foreign currency inward or outward via telegraphic transfers.
   (b) to pay the administrative fees, duty and taxes charged by HLIB for transactions conducted on the Specified Exchange arising from my/our request to settle the above trades in foreign currency as may be imposed by HLIB from time to time.
   (c) that the settlement currency selected by me/us cannot be changed once the contract has been settled
   (d) acknowledges and agrees that there are risks associated with trading in the Specified Exchange and the settlement in the traded currency/ies
   (e) agrees that HLIB has the right to charge interest in the traded currency on all overdue debit sum
   (f) to abide HLIB's internal policies and any amendments or variation thereof.

2. In consideration of the abovementioned authorization and request, I/we hereby irrevocably undertake to indemnify HLIB from and against all actions, proceedings, claims, demands, losses, penalties, fines, damages, costs, charges and expenses which HLIB may sustain, incur and be liable to inconsequence of or attributable to or arising from HLIB performing the aforesaid request. The right of indemnity shall continue in full effect notwithstanding the suspension, termination or closure of my/our account with HLIB

Signature of Applicant	Witness Signature (Dealer's Representative / Notary Public / HLIB's authorized officer)
Applicant Name:	Name:
Date:	Date:

APPLICANT INITIAL: ……..

STATUTORY DECLARATION (applicable to Malaysian only)

1. I am not an undischarged bankrupt and/or having a criminal record and/or having any litigation case pending against me for any debt due.

2. * ☐ I do not have any domestic ringgit credit facilities as defined under the Exchange Control Notices of Bank Negara Malaysia and am/are thus allowed to invest any amount abroad through the purchase of Approved Classes of Derivatives Contracts aboard. I/We undertake to provide you with a new Declaration in the event I/We have domestic ringgit credit facilities in the future.

   * ☐ I have domestic ringgit credit facilities as defined under the Exchange Control Notice of Bank Negara Malaysia. I further declare that my dealings in Specified Exchanges shall and does not at any time

   (a) exceed Ringgit Malaysia Ten Million (RM 10,000,000) equivalent in aggregate from foreign currency credit facilities; and/or
   (b) exceed Ringgit Malaysia One Million (RM 1,000,000), where it involves conversion of ringgit into foreign currency, per calendar year.

   I am fully aware that, the above amounts may be varied from time to time as per the Bank Negara Malaysia's Guidelines.

3. I make this declaration in full knowledge and awareness of the reliance placed by Hong Leong Investment Bank Berhad (Company No.10209-W), a company incorporated in Malaysia and having its registered address at Level 8, Wisma Hong Leong, 18 Jalan Perak, 50450 Kuala Lumpur on such declaration as a basis in taking instructions from me to invest in Specified Exchange.

4. I am fully aware that it is a criminal offence to make a false declaration. I am also fully aware that the penal consequences of a false declaration shall be imprisonment and a fine under Section 193 of the Penal Code.

I make this solemn declaration conscientiously believing the same to be true and by virtue of the provisions of the STATUTORY DECLARATIONS ACT, 1960.

Signature of Applicant	Witness Signature (Dealer's Representative / Notary Public / HLIB's authorized officer)
Applicant Name:	Name:
Date:	Date:

* Please tick whichever is appropriate

Domestic ringgit credit facilities include:

Any ringgit advance, loan, trade financing, hire purchase, factoring, leasing facilities, redeemable preference shares or similar facility in whatever name or form, other than:
(a) Trade credit terms extended by a supplier for all types of goods and services.
(b) Forward exchange contracts entered into with licensed onshore banks.
(c) One personal housing loan and one vehicle loan obtained from residents.
(d) Credit card and charge card facilities.
(e) Intercompany borrowing within a corporate group.

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APPLICANT INITIAL: ……..

HONG LEONG INVESTMENT BANK BERHAD (10209-W)

Level 7, Menara HLA
No. 3 Jalan Kia Peng
50450 Kuala Lumpur

CONTRACT SPECIFICATIONS

APPLICANT INITIAL: ……..

CONTRACT SPECIFICATIONS

Contract	FTSE Bursa Malaysia KLCI Futures (FKLI)	FTSE Bursa Malaysia KLCI Options (OKLI)	Single Stock Futures (SSFs)
Underlying Instrument	FTSE Bursa Malaysia Kuala Lumpur Composite Index (FBM KLCI)	FBM KLCI Futures (FKLI)	Selected stocks that have met the SSF selection criteria. Please refer to list in Q.2 "Which stocks are available for SSF trading?" in the Single Stock Futures (SSFs) FAQ PDF
Contract Size	FBM KLCI multiplied by RM50	One FKLI contract	1,000 shares
Minimum Price Fluctuation	0.5 index point valued at RM25	0.1 index point valued at RM5	0.02 point valued at RM20.00
Contract Months	Spot month, the next month and the next two calendar quarterly months. The calendar quarterly months are March, June, September and December.	Spot month, the next month and the next two calendar quarterly months. The calendar quarterly months are March, June, September and December.	Spot month, the next month and the next two calendar quarterly months. The calendar quarterly months are March, June, September and December.
Trading Hours	First trading session: Malaysian time 8:45 a.m. to 12:45 p.m. Second trading session: Malaysian time 2:30 p.m. to 5:15 p.m.	First trading session: Malaysian time 8:45 a.m. to 12:45 p.m. Second trading session: Malaysian time 2:30 p.m. to 5:15 p.m.	First trading session: Malaysian Time 8:45 a.m. to 12:45 p.m. Second trading session: Malaysian Time 2:30 p.m. to 5:15 p.m.
Final Trading Day	The last Business Day of the contract month.	The last business day of the contract month.	The last Business Day of the contract month.
Final Settlement	Cash Settlement based on the Final Settlement Value. The Final Settlement Value shall be the average value, rounded to the nearest 0.5 of an index point (values of 0.25 or 0.75 and above being rounded upwards), taken at every 15 seconds or at such intervals as may be determined by the Exchange from time to time from 3.45:30 p.m. to 4.45:15 p.m. plus one value after 5.00pm of the FBM KLCI on the Final Trading Day excepting the 3 highest and 3 lowest values.	<u>Settlement of Option Execise</u> In the absence of contrary instructions delivered to the Clearing House, an option that is in-the money at expiration shall be automatically exercised. Exercise results in a long FKLI position, which corresponds with the option's contract month for a call buyer or a put seller, and a short FKLI position for a put buyer or a call seller. The resultant positions in FKLI shall then be cash-settled based on the final settlement value of FKLI.	Cash Settlement based on the Final Settlement Value. The Final Settlement Value shall be the Weighted Average Price, rounded to 2 decimal points, or in the event the final settlement value is equidistant between 2 minimum price fluctuations, the value shall be rounded to the higher minimum price fluctuation of the underlying share prices traded for the morning and afternoon trading session on Bursa Malaysia on the Final Trading Day.
Speculative Position Limit	Maximum number of net long or net short positions to be held: 10,000 contracts for all months combined	10,000 FKLI-equivalent contracts (a combination of OKLI and FKLI contract), net on the same side of the market in all contract months combined.	Maximum number of net long or net short positions to be held: 1,350 contracts, or 2,300 contracts (if the Average Daily Trading Volume [ADTV] of the underlying stock is more than 20 million for the most recent six-month period).
Daily Price Limits	20% per trading session for the respective contract months except the spot month contract. There shall be no price limits for the spot month contract. There will be no price limit for the second month contract for the final five Business Days before expiration.	<u>Exercise Price Interval</u> At least 13 exercise prices (6 are in-the-money, 1 is at-the-money and 6 are out-of-the-money) shall be set at interval of 10 index points for the spot and next month contracts. At least 7 exercise prices (3 are in-the-money, 1 is at-the-money and 3 are out-of-the-money) shall be set at interval of 20 index points for the next 2 quarterly month contracts.	Nil

Contract	3 Month Kuala Lumpur Interbank Offered Rate Futures (FKB3)	3-Year Malaysian Government Securities Futures (FMG3)	5-Year Malaysian Government Securities Futures (FMG5)
Underlying Shares	Ringgit Interbank time deposit in the Kuala Lumpur Wholesale Money Market with a three month maturity on a 360-day year.	3-year Malaysian Government Securities.	5-year Malaysian Government Securities.
Coupon Rate	Nil	6%	6%
Contract Size	RM1,000,000. Quoted in index terms (100.00 minus yield).	RM 100,000	RM100,000
Minimum Price Fluctuation	0.01% or 1 tick.	0.01 or RM10	0.01 or RM10
Contract Months	Quarterly cycle months of March, June, September and December up to 5 years ahead and 2 serial months.	Four Nearest Quarterly cycle months (March, June, September and December).	Four Nearest Quarterly cycle months (March, June, September and December).
Trading Hours	First trading session: Malaysian Time 9:00 a.m. to 12:30 p.m. Second trading session: Malaysian Time 2:30 p.m. to 5:00 p.m.	First trading session: Malaysian Time 9:00 a.m. to 12:30 p.m. Second trading session: Malaysian Time 2:30 p.m. to 5:00 p.m.	First trading session: Malaysian Time 9:00 a.m. to 12:30 p.m. Second trading session: Malaysian Time 2:30 p.m. to 5:00 p.m.
Final Trading Day Maturity Date	Trading ceases at 11:00 a.m. (Malaysian time) on the 3rd Wednesday of the delivery month or the 1 st Business Day immediately following the 3rd Wednesday of the delivery month if the 3rd Wednesday of the delivery month is not a Business Day.	Trading ceases at 11:00 a.m. (Malaysian time) on the 3rd Wednesday of the delivery month or the 1st Business Day immediately following the 3rd Wednesday of the delivery month if the 3rd Wednesday of the delivery month is not a Business Day.	Trading ceases at 11:00 a.m. (Malaysian time) on the 3rd Wednesday of the delivery month or the 1st Business Day immediately following the 3rd Wednesday of the delivery month if the 3rd Wednesday of the delivery month is not a Business Day.
Final Settlement	Cash Settlement based on the Cash Settlement Value.	Cash Settlement Method.	Cash Settlement Method.
Speculative Position Limits	Maximum number of net long or net short positions to be held: 5,000 contracts for all months combined.	Maximum number of net long or net short positions to be held: 10,000 contracts for all months combined.	Maximum number of net long or net short positions to be held: 10,000 contracts for all months combined.

APPLICANT INITIAL: ……..

CONTRACT SPECIFICATIONS

Contract	Crude Palm Oil Futures (FCPO)	Crude Palm Kernel Oil Futures (FPKO)	Options on Crude Palm Oil Futures (OCPO)
Underlying Instrument	Crude Palm Oil	Crude Palm Kernel Oil	Crude Palm Oil futures contract (FCPO)
Contract Size	25 metric tons	25 metric tons	One Crude Palm Oil futures contract (of a specified month) of 25 metric tons (MT)
Minimum Price Fluctuation	RM1 per metric ton	RM1 per metric ton	RM0.50 per MT (RM12.50 per contract)
Daily Price Limits / Strike Price Intervals	Daily Price Limits With the exception of trades in the spot month, trades for future delivery of Crude Palm Oil in any month shall not be made, during any one Business Day, at prices varying more than 10% above or below the settlement prices of the preceding Business Day ("the 10% Limit") except as provided below. When at least 3 non-spot month contracts are trading at the 10% Limit, the Exchange shall announce a 10-minute cooling off period ("the Cooling Off Period") for all contract months (except the spot month) during which trading shall only take place within the 10% Limit. Following the Cooling Off Period, all contract months shall be specified as interrupted for a period of 5 minutes, after which the prices traded for all contract months (except the spot month) shall not vary more than 15% above or below the settlement prices of the preceding Business Day ("the 15% Limit"). If the 10% Limit is triggered less than 30 minutes before the end of the first trading session, the following shall apply:- a. the contract months shall not be specified as interrupted; b. the 10% Limit shall be applied to all contract months (except the spot month) for the rest of the first trading session; and c. the 15% Limit shall be applied for all contract months (except the spot month) during the second trading session. If the 10% Limit is triggered less than 30 minutes before the end of the second trading session, the 10% Limit shall be applied to all contract months (except the spot month) for the rest of the Business Day.	Daily Price Limits RM100 per metric ton above or below the preceding day's Settlement Prices for all months, except spot month. Limits are expanded when the Settlement Prices of all three quoted months immediately following the current month, in any day, are at limits as follows: First Day - RM100 Second Day - RM150 Third Day - RM200 Daily price limits will remain at RM200, when the preceding day's settlement prices of all the three quoted months immediately following the spot month settle at limits of RM200. Otherwise, it shall revert to the basic limit amount of RM100.	Strike Price Intervals Trading shall be conducted for put and call options with striking prices in integral multiples of RM50 per MT. There will be at least 11 strike prices (five are in-the-money, one is at-themoney and five are out-of-the-money).
Contract Months	Spot month and the next 5 succeeding months, and thereafter, alternate months up to 24 months ahead	Spot and the next five succeeding months, and thereafter, alternate months up to 12 months ahead.	Monthly (list the third, fourth, fifth and sixth forward months) then alternate months going out 24 months of the FCPO contract. The first spot option contract month will be trading the 3rd month FCPO contract.
Trading Hours	First trading session: 10:30 a.m. to 12:30 p.m. Second trading session: 3:00 p.m. to 6:00 p.m.	First trading session: 10:30 a.m. to 12:30 p.m. Second trading session: 3:00 p.m. to 6:05 p.m.	First trading session: 10:30 a.m. to 12:30 p.m. Second trading session: 3:00 p.m. to 6:00 p.m.
Speculative Position Limits	The maximum number of net long or net short positions which a client or a participant may hold or control is: -800 contracts for the spot month -10,000 contracts for any one contract month except for spot month -15,000 contracts for all months combined The above position limit will be a combined limit for FCPO and OCPO. (Please note that spot month futures limit will not be applicable to the options)	Maximum number of net long or net short positions to be held: -250 contracts for the spot month. -1,000 contracts on any single month except for the spot month. -1,500 contracts on all contract months combined.	10,000 futures equivalent contracts net long or net short for any single month. 15,000 futures equivalent contracts for all contract months combined. *Speculative Position Limits are combined together with the FCPO contract
Final Trading Day and Maturity Date	Contract expires at noon on the 15th day of the delivery month, or if the 15th is a non-market day, the preceding Business Day.	Contract expires at noon on the 15th day of the delivery month, or if the 15th is a non-market day, the preceding Business Day.	The spot options will cease trading at 6.00 pm on the 10th day of every month, or the preceding business day if the 10th is a nonbusiness day. The futures position will be delivered at end-of-day process and will be available for trading on the next day.
Tender Period / Expiration	Tender Period 1st Calender Day to the 20th Calender Day of the spot month, or if the 20th is a non- market day, the preceding Business Day.	Tender Period First Business Day to the 20th Business Day of the delivery month, or if the 20th is a non-market day, the preceding Business Day.	Expiration Unexercised Crude Palm Oil futures options shall expire at 6.00 pm on the last day of trading.
Deliverable Unit / Exercise	Delivery Unit 25 metric tons, plus or minus not more than 2%. Settlement of weight differences shall be based on the simple average of the daily Settlement Prices of the delivery month from: a. The 1st Business Day of the delivery month to the day of tender, if the tender is made before the last trading day of the delivery month; or b. The 1st Business Day of the delivery month to the last day of trading, if the tender is made on the last trading day or thereafter	Delivery Unit 25 metric tons, plus or minus not more than 2%.Settlement of weight differences shall be based on the simple average of the daily Settlement Prices of the delivery month from: a. the 1st Business Day of the delivery month to the day of tender, if the tender is made before the last trading day of the delivery month; or b. the 1st Business Day of the delivery month to the Business Day immediately preceding the last day of trading, if the tender is made on the last trading day or thereafter.	Exercise In the absence of contrary instructions delivered to the Clearing House, an option that is in-the money at expiration shall be automatically exercised. Exercise results in a long 3rd month FCPO position, which corresponds with the option's contract month for a call buyer or a put seller, and a short 3rd month FCPO position for a put buyer or a call seller.

APPLICANT INITIAL: ……..

CONTRACT SPECIFICATIONS

Contract	Gold Futures (FGLD)	USD RBD Palm Olein Futures FPOL
Underlying Asset	Gold assayed to a minimum of 995 fineness	RBD Palm Olein
Settlement Method	Cash Settlement	Physical Delivery via e-Negotiatied Storage Receipts (e-NSRs). Ex-tank as per FCPO
Contract Size	100 grams	25 metric tons
Price Quotation	Ringgit Malaysia per gram	US$ per metric ton
Minimum Price Fluctuation	RM 0.05 per gram (or RM5 per tick)	US$0.50 per metric ton
Daily Price Limit	There must be no trading at a price more than 10% above or below the settlement prices of the preceding Business Day (“the 10% Limit”) except as provided below: a. If spot month Contract trades at the 10% Limit, the Exchange will announce a 10-minute cooling off period (“the Cooling Off Period”) for Contracts of all contract months (including the spot month) during which trading may only take place within the 10% Limit for Contracts of all contract months (including the spot month). b. After the Cooling Off Period, Contracts of all contract months (including the spot month) will be specified as interrupted for a period of 5 minutes, after which the price limit will be expanded to 20%. The prices traded for Contracts of all contract months (including the spot month) must then not vary more than 20% above or below the settlement prices of the preceding Business Day (“the 20% Limit”). c. If spot month Contract trades at the 10% Limit less than 30 minutes before the end of the first trading session, the 10% Limit will apply to Contracts of all contract months (including the spot month) for the rest of the first trading session, and the 20% Limit will apply to Contracts of all contract months (including the spot month) during the second trading session. d. If spot month Contract trades at the 10% Limit less than 30 minutes before the end of the second trading session, the 10% Limit will apply to Contracts of all contract months (including the spot month) for the rest of the Business Day. e. On any Business Day other than the Final Trading Day, the price limits in the above paragraphs apply to trades in Contracts of all contract months including the spot month. On the Final Trading Day, the price limits in the above paragraphs do not apply to trades in spot month Contracts.	With the exception of trades in the spot month, trades for future delivery of Crude Palm Oil in any month shall not be made, during any one Business Day, at prices varying more than 10% above or below the settlement prices of the preceding Business Day ("the 10% Limit") except as provided below. When at least 3 non-spot month contracts are trading at the 10% Limit, the Exchange shall announce a 10-minute cooling off period ("the Cooling Off Period") for all contract months (except the spot month) during which trading shall only take place within the 10% Limit. Following the Cooling Off Period, all contract months shall be specified as interrupted for a period of 5 minutes, after which the prices traded for all contract months (except the spot month) shall not vary more than 15% above or below the settlement prices of the preceding Business Day ("the 15% Limit"). If the 10% Limit is triggered less than 30 minutes before the end of the first trading session, the following shall apply:- the contract months shall not be specified as interrupted; the 10% Limit shall be applied to all contract months (except the spot month) for the rest of the first trading session; and the 15% Limit shall be applied for all contract months (except the spot month) during the second trading session. If the 10% Limit is triggered less than 30 minutes before the end of the second trading session, the 10% Limit shall be applied to all contract months (except the spot month) for the rest of the Business Day.
Speculative Position Limit	The maximum number of net long or net short positions for all months combined which a client or a participant may hold or control is 25,000 contracts.	The maximum number of net long or net short positions which a client or a participant may hold or control is: 800 contracts for the spot month 10,000 contracts for any one contract month except for spot month 15,000 contracts for all months combined.
Trading Hours	Trading Sessions: (Malaysian Time) 0900 – 1230 hours 1430 – 1900 hours	Trading Sessions: (Malaysian Time) 0900 - 1200 hours 1330 - 1800 hours
Contract Months	Spot month and the next 3 calendar months; and any February, April, June, August, October and December falling within a 12 month period beginning with the spot month.	Spot month and the next 5 succeeding months, and thereafter, alternate months up to 24 months ahead.
Final Trading Day / Tender Period	<u>Final Trading Day</u> Last common Business Day of the spot month in both London and KL. Notes: If the last Business Day of the spot month is a holiday in London, the Final Trading Day will be the first preceding Business Day that is not a holiday in London. A new contract will be available for trading on the first KL Business Day of the following month. Apart from the expiring contract, all other contracts continue to trade up to the last KL Business Day of each calendar month.	<u>Final Trading Day And Maturity Date</u> Contract expires at noon on the 15th day of the delivery month, or if the 15th is a non-market day, the preceding Business Day. <u>Tender Period</u> 1st Calendar Day to the 20th Calendar Day of the spot month, or if the 20th is a non-market day, the preceding Business Day.
Final Settlement Value	The Final Settlement Value will be calculated using the London Gold AM Fix (quoted USD/troy oz) on the Final Trading Day adjusted for conversion into RM/gram. **USD/RM conversion rate** 1700 hours middle rate published on the Final Trading Day on the Bank Negara Malaysia website. **Conversion from Troy Ounce to Grams** 1 troy oz = 31.1034768 grams. **Rounding Up/Down** Final Settlement Value to be rounded to the nearest RM0.05.	

APPLICANT INITIAL: ……..

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FATCA

Part I – Documentation checklist – To fill up below only if customer has declared as being "Non-U.S. person".

Questions below to be considered in conjunction with **all** documents & forms collected from customers (including this form).

FATCA checklist	Yes / No	Instruction:
U.S. Passport		If any of the questions on the left have "Yes" answers, to request customer change declaration above to "U.S. Person".
Sight if the passport provided is a U.S. passport.	☐ Yes ☐ No ☐ Not applicable	
Nationality		
Check if the citizenship is U.S.	☐ Yes ☐ No	
Non U.S. Passport		If any of the questions on the left have "Yes" answers, to obtain Form W-8BEN from customer.
Sight if the country of birth is in U.S. Note: If "Yes" is selected, (i) To request for "Certificate of Loss of Nationality"; or (ii) Checked the declaration (1) in Section B of FATCA supplementary form.	☐ Yes ☐ No	
Address		
(i) Check if the permanent address or mailing address provided is a U.S. address.	☐ Yes ☐ No	
(ii) Check if only a "hold mail" or "in care of" address that is the sole address for this account. Note: If the customer has checked the declaration (2) in Section B of FATCA Declaration that the only address the customer has is a P O Box ("hold mail") or "in care of" address, please select "No" for this checklist.	☐ Yes ☐ No	
Telephone number		
Check if the only telephone number provided is a U.S. telephone number (country code +1)	☐ Yes ☐ No	
Others		
Has the account holder(s) provided any other indication of being U.S. citizen or resident? If yes, please list the identified indication:_____ _____	☐ Yes ☐ No	

Part II – Conclusion

Bank's assessment of customer(s)' FATCA classification: Customer is:

☐ U.S. Person ☐ Non U.S. Person ☐ Recalcitrant. (Customers who do not provide Form W9 / Form W-8BEN)

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CREDIT PROCESSING

FINANCIAL ASSESSMENT

_____
Futures Broker's Representative Signature

DECLARATION, CUSTOMER AGREEMENT AND EXPLANATORY DOCUMENT & RISK DISCLOSURE STATEMENT ARE DULY SIGNED	❑ YES	❑ NO
WORLD CHECK	❑ YES	❑ NO
CTOS CHECK	❑ YES	❑ NO
PREMLIMINARY PROCESSING	❑ YES	❑ NO

POSITION LIMIT

FKLI _____ FCPO _____

FGLD _____

Others _____
(please state the instrument)

PROCESSED BY : _____ DATE: _____

BROKERAGE RATE

❑ FKLI _____ ❑ FCPO _____ ❑ FGLD _____ ❑ FPKO _____

❑ KLIBOR _____ ❑ FMG3/5/A _____ ❑ OKLI _____ ❑ OCPO _____

❑ Others (please state the instrument) _____

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CLIENT MAINTENANCE

FUTURES BROKER'S REPRESENTATIVE CODE _____

CLIENT CODE _____

STANDARD CHARGE GROUP _____

ACCOUNT MAINTAINED BY _____ DATE _____

APPROVAL AUTHORITY

Credit Control Manager	Chief Credit Officer / Head of Broking
Head of Operations / Head of Futures	Director

REVIEWED BY: _____
COMPLIANCE OFFICER

APPLICANT INITIAL: ……..