

FOREIGN FUTURES CONTRACT TRADING FACILITY DECLARATION FORM **

(**BNM requires such declaration to be declared on yearly basis.)

Client Name: _____

Client Code: _____

RR/FBR Name: _____

RR/FBR Code: _____ Date: _____

TERMS & CONDITIONS

1. I/We wish to trade in Foreign Futures Contract using the above trading account(s) ("Client's Account(s)") opened with Apex Securities Berhad ("ASB").
2. In consideration of ASB approving my/our request to trade in Foreign Futures Contract, I/We hereby declare that I/we Understand, undertake and agree at all times to abide by the following terms and conditions:
 - i. All transaction for the accounts shall be made in accordance and be subject to the applicable constitution, by-laws, rules, regulations, directives, rulings and interpretations ("Rules") of the relevant exchanges on which the Foreign Futures Contract are listed and its clearing organization on which such transactions are executed including without limitation to the rules, regulations and directives of the Foreign Futures Exchanges and agreement executed between ASB and local and/or foreign Futures Commission Merchant, custodians or agents prevailing and amended from time to time.
 - ii. That I/we consent to the disclosure ASB of information relating to the Client's Account(s) to the regulatory authorities at any time and from time to time inclusive local and/or foreign authorities as a result of my/our dealing in futures contract that are listed and quoted on selected foreign futures exchanges.
 - iii. I/We undertake to pay ASB all charges that may be imposed by ASB or other charges imposed by any Exchange or clearing organization; any taxes imposed by any competent authority on 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 ASB.
 - iv. I/We shall indemnify ASB from and against all liabilities, losses, charges, expenses (inclusive legal fees and cost) claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by ASB directly arising from or in connection with the use of the Client's Account(s) for trading in Foreign Futures Contracts.
 - v. I/We understand and agree that, ASB may vary client trading limits to trade in Foreign Futures Contract based on computation limit determined by ASB and subject always to the investment limit imposed by under the Foreign Exchange Administration Rules of Bank Negara Malaysia (BNM FEA) and Exchange Control of Malaysia Notice (ECM); ASB has the final decision in the option to receive or make payment from/to me/us either in non-RM only or RM and non-RM.
3. I/we am/are acknowledged and aware that I/we shall at all times comply with the applicable BNM FEA and ECM for the purposes of investment in foreign currency assets¹. In order to comply with the BNM FEA and ECM, I/we do solemnly and sincerely declare and affirm as follows (**mandatory, please tick appropriately**):
 - a) I/We am/are resident of Malaysia and
 - I/We **DO NOT HAVE** domestic ringgit credit facilities² and hereby undertake to inform ASB immediately should I/we obtain domestic ringgit facilities or upon request by ASB.
 - I/We **HAVE** domestic ringgit credit facilities and are thus allowed to convert up to RM 1, 000,000.00 in aggregate³ for individual or up to RM50, 000,000.00 in aggregate for corporation, on a corporate group basis per calendar year for investment in foreign currency assets.
 - b) I/We am/are non-resident of Malaysia.
4. I/we hereby undertake to abide with and be bound by the Rules and BNM FEA inter-alia submission of the required declaration to BNM whenever I/We have exceeded the threshold of RM 1.0 million equivalent for an individual or RM 50.0 million for a corporate, in the form of foreign currency denominated assets, subject to any amendments from time to time with regards to any transaction or payments to or from the Client's Account(s). In the event there are changes to the circumstances and/or details contained in this declaration and undertaking, I/We undertake to update ASB of the changes immediately, failing which ASB may proceed to take any actions that ASB deems fit without further reference to me/us.
5. I/We hereby declare that the information given in this form is true and correct.

Signed By:

Witness By:

(Client/ Authorised Signatory/ies)

(RR/FBR / Authorised Officer of ASB)

¹ Foreign Currency assets include :

- a) Equity/portfolio investment aboard
- b) Loan to non-residents
- c) Foreign currency deposits onshore and offshore; and
- d) Investment in approved foreign currency product marketed by licensed onshore banks, licensed international Islamic banks and any residents permitted by controller or Foreign Exchange.

² Domestic ringgit credit facilities refers to any credit facility, financing facility, trade guarantee or guarantee for payment of goods, redeemable preference shares or similar facility in whatever name or form, **other than / except for** :

- a) Trade credit terms extended by a supplier for all types of goods and services;
- b) Forward contract with a licensed onshore bank excluding a contract that involves the exchanging or swapping of ringgit or foreign currency debt obligation with another foreign currency debt obligation; or the exchanging or swapping of foreign currency debt obligation with a ringgit debt obligation;
- c) A credit facility or financing facility obtained by a Resident individual from a Resident to purchase one residential property and one vehicle;
- d) Credit card and charge card facility obtained by a Resident individual from a Resident;
- e) Performance guarantee or financial guarantee;
- f) Operational leasing facility; or
- g) Factoring facility without resource.

³ In aggregate means the cumulative amount outstanding so far and not based on calendar year.