



Apex Securities Berhad
[197901003400(47680-X)]

General Terms and Conditions and Risk Disclosure Statement (Derivatives)

ASB's General Terms and Conditions and Risk Disclosure Statement (Derivatives)

THIS DOCUMENT states the terms and conditions which govern the relationship between Apex Securities Bhd. ("Broker") and the applicant for the Account (hereafter defined as "Client").

Client Agreement

DEFINITIONS

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

"Account Application Form" means the application form(s) by which the Client applies to open one or more accounts with the Broker;

"the Act" means the Capital Markets and Services Act 2007 including all rules made thereunder, any amendments, modifications and reenactments thereof in force as may be made at any time and from time to time;

"Affiliates" means a related corporation (as defined in the Companies Act 2016, or as may be amended or revised by the relevant authority) of the Broker;

"Agreement" means this Client Agreement (as may from time to time be varied or modified in accordance with its provisions) and includes the Account Application Form, Terms and Conditions of Trading, its appendices, and all other documents or instruments made supplemental to it including but not limited to this Client Agreement;

"Authorised Persons" means the persons authorised to instruct the Broker on the Client's behalf as the persons listed in Schedule 2 of the Trading Account Application Form or Board of Directors Resolution issued by the Client annexed hereto.

"Base Currency" means Ringgit Malaysia;

"BNM" means Bank Negara Malaysia, the Central Bank of Malaysia;

"Broker" means Apex Securities Berhad, a holder of the Capital Markets Services License who carries on the business of regulated activity of trading in futures contract under the Act and a trading participant of Bursa Derivatives;

"Bursa Clearing" means Bursa Malaysia Derivatives Clearing Berhad;

"Bursa Derivatives" means Bursa Malaysia Derivatives Berhad;

"Business Day" means a day on which the Broker is open for business or a day on which the Exchange on which the futures contract is carried out is open for trading;

"Clearing participant" means, in the case of Malaysian futures contract, Bursa Clearing or a clearing house as may be appointed by Bursa Derivatives from time to time and in the case of Foreign futures contract, the relevant clearing participant that clears and settles the futures contract for the relevant Transactions;

"Client" means the account holder whose name and address appear in the Account Application Form;

"Exchange" means in the case of Malaysian futures contract, any derivatives exchange owned, operated and/or maintained by Bursa Derivatives, and in the case of Foreign futures contract, the relevant derivatives exchange on which the relevant Transactions are effected;

"Foreign Agents" has the meaning ascribed to it in Clause 25.1(a);

"Foreign futures contract" means futures contracts that are traded on derivatives exchange outside of Malaysia and are not traded on Bursa Derivatives;

"Foreign Rules" means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of any foreign derivatives exchange or clearing participant or any governmental or regulatory authorities of any foreign jurisdiction, whether having the force of law or not, and all applicable laws in such foreign jurisdiction by which the Broker and/or the Client may be bound or which apply to any of the Transactions or Transactional Services;

"Foreign Transactions" has the meaning ascribed to it in Clause 25.1;

"futures contract" has the meaning given in Section 2 of the Act;

"Indebtedness" means all sums that may from time to time become due to the Broker or any other party appointed by the Broker including all fees, commissions, brokerage charges, principal, interest, costs (including legal costs on a solicitor and client basis), expenses, late payment charges and other amounts owing to the Broker, arising under or in respect of (i) any of the Transactional Services or the Transactions, or (ii) the performance or non-performance of any of the Client's obligations to the Broker, whether under these terms and conditions or otherwise, including but not limited to other moneys payable by the Client to the Broker whether by way of indemnification or pursuant to any of the security documents or otherwise (including legal and other fees on a full indemnity basis and any costs, charges, fines, penalties and expenses whatsoever incurred by the Broker or imposed on the Broker by any Exchange or clearing participant resulting from, arising out of or in connection with transactions of the Client or incurred by the Broker in relation to the Client and all other moneys secured;

"Malaysian futures contract" means futures contracts that are traded on Bursa Derivatives;

"Malaysian Rules" means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of the SC, Bursa Derivatives, Bursa Clearing, BNM and all other governmental or regulatory authorities, whether having the force of law or not, and all applicable laws in Malaysia including but not limited to the Act and all relevant rules, regulations, notices issued pursuant to the Act. References to any rules, practices, notices, directives and regulations and/or applicable law shall be deemed to include references to such rules, practices, notices, directives and regulations or applicable law as re-enacted, amended or extended and any subordinate legislation (as the case may be) enacted from time to time under it;

"Open contract" means a futures contract between the Broker and Bursa Clearing which has not been extinguished or terminated in accordance with the rules of Bursa Clearing;

"Securities Commission" or the "SC" means the Securities Commission Malaysia;

"Traded Currency" has the meaning ascribed to it in Clause 24.1;

"Transactional Services" means any services provided to the Client by the Broker under the terms and conditions of this Agreement or such other terms and conditions as the Broker may from time to time prescribe;

"Transactions" means transactions relating to futures contract undertaken by or on behalf of the Client under this Agreement including but not limited to Foreign Transactions; and

"Trust Account" means the trust or segregated account maintained by the Broker in accordance with the Act and shall include any trust or segregated accounts holding foreign currencies.

1. APPOINTMENT OF BROKER

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

2. APPLICATION OF MONEY & PROPERTY

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

3. ACKNOWLEDGEMENT

3.1 The Client acknowledges that trading in futures contract incurs the possibility of a deficit balance, risk of loss as well as the prospect of profits and other risks as disclosed in the Risk Disclosure Statement.

4. COMMISSION & FEES

4.1 The Client shall pay commission and fees at such rates as is determined from time to time by the Exchange, or in the absence of such determination, at the rates as determined by the Broker from time to time. All stamp duty, interests, costs and expenses incurred for, or to be incurred on behalf of the Client shall be paid by the Client as invoiced by the Broker. Such invoice issued by Broker shall, save for manifest error, be final, conclusive and binding on the Client.

4.2 Without prejudice to any other provision herein, the Client shall be liable for any taxes in connection with or arising out of this Agreement or any services in connection therewith.

5. INTEREST

- 5.1 Except as otherwise provided in the terms and conditions of this Agreement, the Client agrees to pay interest on all sums due to the Broker at such rate as may be prescribed by the Broker from time to time depending on the currency involved, for all outstanding sums due from the due date to the date of full payment as well as before any demand or judgment.
- 5.2 The Client acknowledges and agrees that the Broker may retain, for the benefit of the Broker and without any obligation to account to the Client, any interest the Broker receives from the Client's monies deposited in the Trust Account (the "Client's Monies"). The Client further consents to the Broker withdrawing the Client's Monies and any interest received on the Client's Monies from the Trust Account. The Broker may in its sole and absolute discretion, taking into account any withholding tax and any administrative expenses incurred by the Broker in maintaining the Trust Account, pay any interest received on the Client's Monies to the Client. The Client agrees and acknowledges that any interest paid by the Broker to the Client may be less than that received by the Broker.
- 5.3 Subject to all applicable laws, the Client agrees that the Broker will be entitled to retain all of the interest earned from the maintenance of any monies standing to the credit of the Client's account and the Client agrees that the Broker will be entitled to retain all of the returns from investments of monies received on the Client's account.

6. DEPOSITS & MARGINS

- 6.1 The Client shall maintain with the Broker a deposit (the "Deposit Amount") in the account and pay such margins or lodge or deposit such acceptable securities (to be determined by the Broker in its absolute discretion) as may be required by the Broker from time to time in connection with the trading by the Client in futures contract. The Client agrees and acknowledges:
- (a) that the liability to pay margin accrues at the time the margin requirement comes into existence regardless of when a call is made;
 - (b) that in respect of trading in options, the liability to pay the premium accrues at the time the trade is executed regardless of when a demand for payment of the same is made;
 - (c) that the Client's liability in respect of margin calls is not limited to the Deposit Amount;
 - (d) that upon a call being made by the Broker for payment of additional Deposit Amount or margin (by whatever terms those obligation are described) or for the deposit or lodgement of securities as the Broker, in its absolute discretion, in its opinion necessary to protect itself from the personal obligation incurred by the Client dealing in futures contract, the Client shall forthwith make such further payments and/or deposits with the Broker and do all such acts and things and execute all such instruments and documents as may be requested by the Broker pursuant to the call made by the Broker;
 - (e) that the time for payment of margins is of the essence and the Broker shall have the discretion to close out all or any open position of a Client at any time where the Client fails to comply with a demand for margin after a margin call has been made by the Broker;
 - (f) that the Client is liable to pay any deficit owing to the Broker after closure and if the Client defaults in payment of such deficit, the Broker shall at its sole discretion without further notice to the Client, realise or liquidate any other securities or offset any amount standing to the credit of any account held by the Broker for the Client or for any related corporation of the Client or accounts held by the Client with any related or subsidiary corporation of the Broker and apply the proceeds against that deficiency. The Broker shall have no liability whatsoever in respect of the timing of such sales, realisation or liquidation of any such securities or any losses arising therefrom; and
 - (g) in relation to trades conducted on the Exchange and registered with the clearing participant on the Client's behalf, that the Client has no rights whether by way of subrogation or otherwise against any person or corporation other than the Broker.

7. DEALING AND CLEARING

7.1 Executing and Clearing of Futures Contracts

- (a) The Client may, either orally or in writing, give instructions to the Broker to trade in futures contract on its behalf. The Broker may in its absolute discretion refuse to comply with those instructions. The Broker shall not at any times be held liable for executing the Client's instructions or any other instruction given by an Authorised Person, or committing any errors in the execution of such instructions, of which may result in the losses suffered by the Client.

- (b) (i) Subject to the provisions of Clause 7.1(b)(ii) hereof the Client hereby nominates the Broker as the clearing participant to whom futures contracts entered into by the Broker are to be registered and cleared with the Bursa Clearing duly appointed by the Exchange.
 - (ii) Whenever the Client wishes the Broker to allocate to another clearing participant the Client shall within two (2) hours of the Broker executing the futures contracts on behalf of the Client but in any event no later than thirty (30) minutes prior to the end of trading of a particular product or market of the Futures Contract give to the Broker a signed allocation notice.
 - (iii) In the event that clearing participant allocated pursuant to Clause 7.1(b)(ii) above refuses to accept the allocation from the Broker, the Broker shall immediately inform the Client of such refusal and the Client shall immediately upon receipt of such notice nominate another clearing participant failing which the Broker may in its absolute discretion clear such futures contracts. In the event that the Broker decides not to clear such futures contracts the Client shall be in default under Clause 9 on Events of Default.
 - (iv) Notwithstanding the requirement to give the allocation notice in writing, the Broker shall be entitled to act on any verbal instructions given by the Client and that the Client hereby waives any and all rights to claim against the Broker for any losses or damages suffered by reason that such instruction was given verbally to the Broker.
 - (v) The Client authorises the Broker to act on oral or written (including by facsimile and such other means of communication as may be acceptable to the Broker) instructions received from any Authorised Person and the Client shall at all times indemnify and keep the Broker indemnified and hold the Broker harmless from and against any losses, liabilities, damages, costs, charges, expenses and penalties of whatsoever nature and howsoever arising as a consequence of the Broker acting in reliance of such instructions.
- (c) The Broker may but is not obliged to accept the allocation of futures contracts on behalf of the Client from other clearing participants. If the Broker accepts such allocation on behalf of the Client the Client shall be bound by the terms and conditions of this Agreement.
 - (d) The Broker may by notice to the Client limit the number of open positions held by it at any time on behalf of the Client.

7.2 Authorised Persons

- (a) The Client, AGREES AND ACKNOWLEDGES that the Authorised Persons (unless otherwise instructed by the Client to the Broker in writing and acknowledged by the Broker to the Client in writing), shall have at all times authority to bind the Client without restriction in respect of any futures contracts or other arrangement or transaction which shall be entered into by the Broker for or on behalf of the Client.
- (b) The Broker shall be entitled to assume: -
 - (i) the genuineness and authenticity of any instructions given or purportedly given by or on behalf of the Client in accordance with this Agreement;
 - (ii) if the Client has not given any notice of revocation of the authority of all such persons previously authorised, that the Authorised Persons giving such instructions is authorised by the Client to do so; and
 - (iii) that any persons claiming to be a person authorised by the Client details of whom have been given to the Broker or any update thereof.
 - (vi) any margin calls notification communicated by the Broker to the Authorised Person in the manner herein stipulated shall be deemed to be sufficiently communicated by the Authorised Person to the Client.
- (c) The Broker shall not be obliged to make any inquiry as to any of the matters referred to in paragraph (i)-(vi) above and shall be entitled to act, on the assumption that the Client hereby instructs the Broker to act, upon any such instructions believed by it to be genuine and to be given by a person duly authorized to give such instructions save for as and when the Client has revoked the authority of such Authorised Persons in writing to the Broker.

7.3 Validity of Instructions

- (a) 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.

7.4 Client Daily Statements, Monthly Statements

- (a) The Broker shall issue to the Client daily statements, monthly statements of account and any other statements containing all the information in accordance with Section 90 of the Act and the Business Rules of the Exchange.
- (b) the contents of daily statements, statements of account, open position statements and other statements, unless objected to by the Client within forty-eight (48) hours of being notified and save for any manifest errors shall be prima facie conclusive evidence of all information as set out therein.

8. FURTHER AGREEMENT

8.1 The Client further agrees and acknowledges:

- (a) that the Client and the Broker are bound by the Act, the Capital Markets and Services Regulations 2007 and any instrument issued in accordance with the Act, the business rules and customs, usages and practices of the Exchange, the business rules and the customs, usages and practices of the clearing participant;
- (b) that the Broker will be trading as a principal at all times (and accordingly be liable to the Exchange as such principal) notwithstanding that the Broker will be carrying out the instructions of the Client as the Client's agent. Any benefit or rights accruing to the Broker in relation to its dealings with the Exchange or in relation to any registration of a futures contract with the clearing participant is personal to the Broker and need not be passed by the Broker to the Client;
- (c) that in relation to all trading in futures contract on the derivatives market of the Exchange on behalf of the Client or pursuant to his instructions and all contracts registered by the Broker with the clearing participant relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against the Exchange, the clearing participant or any broker save for the Broker who conducted the trade on behalf of the Client or on his instructions, except as permitted by the Act;
- (d) that Clauses 8.1(b) and 8.1(c) shall not affect any right, entitlement or remedy of the Broker against the Client or vice versa;
- (e) that the Client will promptly obtain and communicate to the Broker all information and deliver or cause to be delivered to the Broker all documents with respect to dealings by the Client in futures contract, which are requested by the Exchange or the clearing participant and also irrevocably authorises the Broker to produce the information or documents to the requesting party;
- (f) that the Client hereby irrevocably and unconditionally authorises the Broker to disclose to the Exchange, clearing participant or any entity who has the authority or power to require disclosure of the same, full details of the Client's positions with the Broker and any other information in relation to the Client with respect to trading futures contract on the Exchange;
- (g) that dealing in futures contract may create an obligation to give or take delivery or make cash settlement in accordance with the terms of trading of such futures contract;
- (h) that the Client has the power and all the requisite approvals to enter into this Agreement with the Broker and to trade in futures contract and that the actions of the persons empowered to act on the Client's behalf have been authorised by all necessary and appropriate corporate actions;
- (i) that the Broker has the right (subject to Section 99 of the Act), either on its own account or on behalf of other clients, to take opposite positions to the positions taken by the Client in futures contract;
- (j) that the contents of daily statements, open position statements and other statements, unless objected to by the Client in writing within TWO (2) BUSINESS DAYS of being served shall be prima facie evidence of the correctness of its contents;
- (k) that the Broker shall not be in any way liable for damages, loss, costs or expenses of any kind suffered or incurred by the Client except in respect and to the extent of any gross negligence, fraud or dishonesty of the Broker or any claim which under any applicable law it is not lawful to exclude;
- (l) that the Client's conversations with the Broker may be recorded by the Broker;

- (m) that should the Broker have notice of any act of bankruptcy of the Client (in the case of an individual) or of the presentation of any petition for the winding-up of the Client (in the case of a corporate client) or should the Client fail to meet any call for payment of deposit or margin (or to lodge any securities acceptable to the Broker) then the Broker may (without prejudice to any other rights or powers available to it) in its absolute discretion, and without creating an obligation to do so, close out without notice, all or some of the Client's futures contract;
- (n) that the Client is responsible to pay in cash any deficit owing to the Broker after close out of any of the Client's futures contract or closure of the Client's account and that if the Client defaults in payment of such deficit, the Broker may realise any deposit in the account, Trust Account and securities held by the Broker and apply the proceeds against the deficiency;
- (o) that the Broker reserves the right to refuse to deal or trade on behalf of the Client in relation to any dealings, in futures contract (other than closing out existing positions held on behalf of the Client) or limit the number of open positions held on behalf of the Client or both. The Broker will however, inform the Client of any refusal at or before the time of the Client placing any further orders with the Broker or as soon as possible thereafter;
- (p) that the deposit, margin and any securities deposited with the Broker may be utilised in meeting any obligations of the Client in respect of futures contract traded by or on behalf of the Client;
- (q) that the Broker, its directors, agents, employees or persons related to any of the foregoing may trade in futures contract on their own account;
- (r) that the Client agrees to abide by any position and exercise limits set by the Exchange or clearing participant as notified by the Broker to the Client;
- (s) that the Broker will use reasonable endeavours to execute or arrange the execution of the Client's instruction, but the Broker will not be responsible for delay or error in the transmission or execution of the Client's instruction save through the Broker's own wilful act or omission, or gross negligence, fraud or dishonesty;
- (t) that the Broker will incur a personal obligation when dealing in futures contracts on behalf of the Client;
- (u) that the Client shall indemnify and keep indemnified the Broker against any and all liabilities, losses, damages, actions or proceedings and reasonable costs and expenses incurred or suffered by the Broker in connection with or arising out of any act or thing duly done by the Broker under or in pursuance of this Agreement and against any and all liabilities, losses, damages, actions and proceedings, and reasonable costs and expenses incurred or suffered by the Broker as a result of any breach of obligations of the Client under this Agreement including reasonable legal fees on a solicitor-client basis, incurred or suffered by the Broker in the enforcement of any of the provisions of this Agreement or by reason of anything lawfully done by the Broker in accordance with, pursuant or incidental to this Agreement or by reason of the Broker complying with any direction, request or requirement of the Exchange, the clearing participant or other regulatory authority. This clause shall not apply to the extent of the Broker's negligence, fraud or wilful default in respect of any such liabilities, losses and otherwise;
- (v) that the Broker may (but is not obliged to) request confirmation in writing from the Client in respect of orders made through the telephone or other means, electronically or otherwise by the Client. If such confirmation in writing is requested by the Broker, the Broker will not be obliged to act on any verbal notices, instructions or communications until receipt of the requested confirmation in writing by the Broker;
- (w) that all notices, instructions and other communication given by letter, fax transmission or other electronic means (including e-mail and text messages sent through any short message service or any messaging application including but not limited to WhatsApp) must be sent to or left at, in the case of the Broker, the e-mail address or contact number of the Broker or its officers, employees or agents, or the business address (in the case of letters) of the Broker (as applicable) at the relevant time and in the case of the Client, the address or contact number (as applicable) stated in any agreements entered into between the Broker and the Client or as notified in writing to the Broker by the Client from time to time. All such notices, instructions or other communications given by the Broker to the Client as aforesaid will be deemed to have been duly received by the Client upon delivery if delivered by hand, or if by post three (3) days after posting, or in the case of delivery by electronic means, upon transmission;
- (x) that if instructions, funds or documents are not received by the Broker within the requisite time, the Broker may, without notice to the Client, either liquidate the Client's futures contracts, or make or receive delivery on behalf of the Client upon such terms and by such methods which the Broker deems to be proper;
- (y) that each employee and registered representative of the Broker acts as the agent of the Broker in connection with the Broker's business of trading in futures contract and the Broker is liable for all such acts of the agent;

- (z) that the use of the monies paid to the Broker or used in the trading of futures contract by the Client does not contravene any Malaysian Rules or Foreign Rules;
- (aa) that the Client is familiar with all relevant Malaysia Rules and Foreign Rules;
- (ab) that the Client will at all times comply with and observe all applicable Malaysian Rules and Foreign Rules;
- (ac) that all Transactions by the Broker on the Client's behalf will be subject to all applicable Malaysian Rules and Foreign Rules;
- (ad) that the Client shall give the Broker at least two (2) Market Days' prior notice with respect to any proposed withdrawal of foreign currencies from the Trust Account; and
- (ae) that the Broker may amend, vary or supplement any terms or conditions hereunder or any specific terms or conditions relating to this Agreement by notice to the Client by any means the Broker deems fit and any such amendment, variation or supplement shall take effect as from the date of such notice or the date specified in such notice (as the case may be).

9. EVENTS OF DEFAULT

9.1 If:

- (a) the Client makes any representation that is incorrect or misleading in any material way with the result that loss or damage is, or is likely to be, suffered by the Broker;
- (b) any guarantee of or security for the Client's obligations is, without the consent of the Broker, withdrawn or becomes defective or insufficient;
- (c) the Client fails to meet margin call for deposit or margin or (where acceptable to the Broker) lodge such acceptable securities in lieu thereof;
- (d) the Client fails to effect delivery or effect acceptance of a delivery of and make payment for an underlying interest of the futures contract under the terms of the relevant futures contract;
- (e) the Client breaches or threatens to breach any other agreement, arrangement or understanding, whether enforceable or not, between the Client and the Broker or any related corporation of the Broker;
- (f) the conduct of the Client is such that a reasonably prudent broker would be of the view that the Client is, would be or is likely to be unable to comply with all of the Client's obligations under this Agreement, including, without limitation, strict compliance with any time provision;
- (g) the Client is deceased or made a bankrupt/ insolvent or presented with a petition in bankruptcy/ insolvency (in the case of an individual) or presented a petition for the winding-up of the Client or goes into liquidation whether compulsory or voluntary (except for the purpose of reconstruction, amalgamation or other similar purpose not involving the realisation of assets) (in case of a corporate Client) convenes a meeting of its creditors or proposes or makes any arrangement or composition with or any assignment for the benefit of its creditors; or
- (h) a petition is presented or a meeting is convened for the purpose of considering a resolution or other steps are taken for making an administration order against or for the winding up of the Client or an administration order or a winding-up order is made against the Client (other than for the purpose of and followed by a solvent reconstruction);

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

- (i) close out, exercise or leave it to expiry any / all futures contract not yet exercised;
- (ii) take such other action as a reasonably prudent futures broker would take in the circumstances to protect the personal obligation or satisfy the personal liabilities incurred when trading on behalf of the Client;

- (iii) sell or otherwise trade with any or all of the Client's property as agent for the Client (for which this clause shall constitute sufficient and irrevocable authority) in the Broker's discretion and on such terms and conditions as the Broker thinks fit and may complete any blanks in any instrument and do all such acts and execute all such instruments as may be necessary or desirable to exercise the powers referred to above in respect of such property, which shall include, without limitation, any acceptable securities lodged with the Broker and to apply the proceeds of such sale by way of set-off to satisfy any liability of the Client to the Broker;
- (iv) exercise any other power or right which it may have under this Agreement or in law or equity; and
- (v) terminate this Agreement forthwith.

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

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

10. POWERS OF BROKERS

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

- (a) close out any or all of the Client's futures contracts;
- (b) close out, cancel, exercise or abandon any Futures Contracts not yet exercised;
- (c) cover futures contracts positions by entering into further futures contracts;
- (d) take such other action as a reasonably prudent Broker and or clearing participant would take in the circumstances to protect the personal obligation and to satisfy the personal liabilities incurred when trading on behalf of the Client;
- (e) sell or otherwise trade with any or all of the Client's property as agent for the Client (for which this clause shall constitute sufficient and irrevocable authority) in the Broker's discretion and on such terms and conditions as the Broker thinks fit and may complete any blanks in any instrument and do all such acts and execute all such instruments as may be necessary or desirable to exercise the powers referred to above in respect of such property or securities, which shall include, without limitation, any approved securities lodged with the Broker and to apply the proceeds of such sale by way of set off to satisfy any liability of the Client to the Broker. The Broker shall have no liability whatsoever in respect of the timing of such sales, realisation or liquidation of any such property or securities or any losses arising therefrom;
- (f) exercise any other power or right which it may have under this Agreement or in law or equity or otherwise whatsoever; or
- (g) terminate this Agreement forthwith without affecting any existing obligations or liabilities prior to such termination.

The costs, expenses and charges incurred by the Broker when exercising any of the powers conferred in paragraph (a) to (g) above shall be paid by the Client and may be recovered by the Broker as a debt immediately due and payable by the Client to the Broker. The Broker hereby reserves the right to exercise all rights granted by law, including recovery of debt immediately due and payable by the Client.

10.2 No Repayment until Satisfaction

- (a) Notwithstanding any provision of this Agreement, the Broker shall not be obliged to repay any deposit or margin (or any part thereof) or any moneys which the Client has on deposit with or which stands to the credit of any account of the Client with it, or deliver up to the Client any approved securities lodged by the Client with it until all obligations of the Client under this Agreement including each futures contracts have been discharged or satisfied in full to the satisfaction of the Broker.

10.3 Positions Limits

- (a) The Client agrees to abide by any position limits set by the Exchange or the Bursa Clearing notified by the Broker to the Client and if any futures contracts held by or on behalf of the Client exceeds any position limits notified to the Client by the Broker (determined in the Broker's discretion) in relation to futures contracts, the Broker shall be entitled as agent for the Client to terminate or close out any or all such futures contracts to the extent that the Broker reasonably considers necessary or desirable to ensure that the futures contracts held by or on behalf of the Client comply with such position limits.

10.4 Failure to Deliver

- (a) If the Clients fails to take or make delivery of any underlying instrument pursuant to the expiration of any futures contract and in accordance with its terms the Broker may do so on behalf of the Client and the Client agrees to pay all costs and expenses (including, without limitation, the cost of acquisition and transaction costs and custody of any underlying instrument) of the Broker doing so.

10.5 Application of Client's Funds

- (a) Subject to the Business Rules of the relevant Exchange the Broker may apply any moneys or other property held by it for or on behalf of the Client in paying and discharging any liability of the Client to it (including, but not limited to, any liability arising as a result of any futures contracts being closed out) and may set off any credit of the Client with it in one account with any debit of the Client with it in any other account including any account with the Broker. The Broker shall not be held liable for the timing of such sales, realisation or liquidation of any such property or securities or any losses arising therefrom.

11. TERMINATION

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

11.2 Termination shall not release either party from liability for any breach (antecedent or subsequent) of any of the terms of this Agreement or any obligations under this Agreement which remains unfulfilled or executory at time of termination

12. ATTORNEY AND/OR AGENT

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

13. RISK DISCLOSURE STATEMENT

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

14. GENERAL

14.1 Employees Protected

- (a) Every exemption from liability, defence or immunity available to the Broker shall also be available to, inclusive of and extend to protect its employees, agents or representatives or all or some of them. For the purpose of this clause, the Broker shall be deemed to be acting as agent on behalf of the Broker.

14.2 Failure to Exercise Rights

- (a) No failure, delay, relaxation or indulgence on the part of the Broker in exercising any power or right conferred upon it under this Agreement or otherwise shall operate as a waiver of such power of right, nor shall any single or partial exercise of such power or right preclude any future exercise thereof.

14.3 Release

- (a) The Client hereby releases the Broker from actions, claims, demands, suits and liabilities whatsoever which the Client may have or claim to have or but for this release might have had against the Broker arising out of any warranty, representation or disclosure not set out or referred to in this Agreement, other than in respect only of the gross negligence or fraud of the Broker.

14.4 Severability

- (a) Each part of this Agreement is severable from the balance of this Agreement and if any part of this Agreement is illegal, void, invalid or unenforceable, then that will not affect the legality, effectiveness, validity or enforceability of the balance of this Agreement.

14.5 Joint and Several Obligations

- (a) If the Client consists of two or more persons their obligations shall be joint and several and the Broker shall be entitled to accept instructions and give receipts and for all purposes deal with any one of them as agent for all of them in the absence of any written instructions to the contrary and any payments made to any one such person shall be valid and complete discharge whether such payments be made before or after the death of any one or more of such persons.

14.6 Assignment

- (a) In the event that the Broker sells its Participanship of the relevant Exchange or business, the relevant Broker shall be entitled to assign the benefit of this Agreement and to assign or provide any information in relation to the Client, the Client's trading in futures contracts or the Client's financial position in the possession or knowledge of the Broker and the Client consents to each assignment or provision.

14.7 Time of Essence

- (a) Time wherever mentioned shall be of the essence of this Agreement.

14.8 Disputes

- (a) Should there at any time arise any matter or questions not provided for herein or as to which there is ambiguity or any difference or dispute of any kind arising in connection with this Agreement, the parties hereto shall consult one another with regard to the same and use their best endeavours to resolve it amicably.
- (b) In the event that no amicable settlement can be achieved, such questions or disputes which arise between the parties hereto whether during or after the termination of this Agreement or as to any act and/or omission by the parties in dispute or either of them or in relation to any other matter whatsoever in relation to this Agreement shall be referred to the courts of Malaysia.
- (c) The performance of Agreement by the parties shall continue during such dispute unless otherwise terminated in accordance with the laws of Malaysia, this Agreement and/or as mutually agreed by the parties.
- (d) The parties hereby acknowledge that any exchange of information or documents or the making of any offer of settlement pursuant to this clause shall be made without prejudice and not as an admission of liability for the purpose of attempting to settle the dispute between the parties. Such information or documents shall remain confidential and the any party may not use such information or documents obtained for any purpose other than in an attempt to settle the dispute between the parties.

15. CONTINUING OBLIGATIONS

- 15.1 All the terms and provisions of the Agreement shall be continuous and (i) shall apply to all transactions in the Client's account(s) with the Broker, now existing or hereafter opened, from the original opening to the time of final closing, including all renewals or reopenings thereof however numerous and at whatever intervals, (ii) shall remain in full force and effect until terminated in accordance with Clause 11. The Client hereby ratifies all transactions with the Broker effected prior to the date of this Agreement and agrees that the rights and obligations of the Client in respect thereto shall be governed by the terms of this Agreement.

16. NOTICES

- 16.1 Any notice to be served by one party on the other (including legal process) pursuant to this Agreement shall be in writing and addressed to the last known address, facsimile number or electronic mail address of the other party (as the case may be) and shall be deemed to have been duly served if given: -
- (a) by courier, registered post, AR registered or prepaid registered post, two (2) business days after it is posted where the party's last known address is in Malaysia, and three (3) business days after it is posted by airmail where the party's last known address is outside Malaysia;
 - (b) by hand, at the time it is left at the party's last known place of residence or business; and
 - (c) by electronic mail or facsimile transmission, at the time of transmission to the party's last known electronic mail address or facsimile number, or earlier if acknowledged by the receiving party.

17. GOVERNING LAW & JURISDICTION

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

18. PERSONAL DATA

- 18.1 To process, administer and/or manage the Client's relationship and/or account with the Broker, and to provide the Client with the services and products of the Broker and their continuing operation, the Broker will necessarily need to collect, use, disclose and/or process:

- (a) the personal data about the Client and/or (where applicable) the personal data of the Client's next of kin;
- (b) individual guarantors and dependents (where Client is an individual); or
- (c) personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers (where the Client is a corporation)

Including the Client's financial condition, the Transactions undertaken by or on behalf of the Client and information in connection with the Account.

- 18.2 Such personal data will be collected, used, disclosed and/or processed by the Broker for one or more of the following purposes:

- (a) processing the Client's enquiries and application for account opening, services and products by the Broker;
- (b) providing the Client with the services and products of the Broker and the Broker's Affiliates, business partners and related companies;
- (c) administering and/or managing the Client's relationship with the Broker and/or the Account;
- (d) carrying out the Client's instructions or responding to any enquiries by the Client;
- (e) carrying out due diligence, monitoring or other screening activities (including background checks) in accordance with legal or regulatory obligations, internal compliance requirements or risk management procedures (including but not limited to those designed to combat financial crime, "know-your-customer", anti-money laundering, counter-terrorist financing or anti-bribery), that may be required by law or that may have been put in place by the Broker or its Affiliate;
- (f) dealing in any matters relating to the services and/or products which the Client is entitled to under these terms and conditions (including the printing and mailing of correspondence, statements, invoices, confirmations, advices, information, reports or notices to the Client, which could involve disclosure of certain personal data about the Client or the Client's personnel to bring about delivery of the same as well as on the external cover of envelopes/mail packages);
- (g) the recovery of any and all sums that may from time to time become due to the Broker or any other party appointed by the Broker including all -Indebtedness arising under or in respect of (i) the services provided to the Client by the

Broker under this Agreement or such other agreement as the Broker may from time to time prescribe or (ii) the performance or non-performance of any of the Client's obligations to the Broker, whether under the terms and conditions of this Agreement or otherwise;

- (h) the process of reviewing and approving the Client's account with the Broker, and the conduct of initial and anticipatory credit checks and assessments, relevant checks, ongoing assessment and verification of ongoing credit worthiness and standing;
- (i) preventing, detecting and investigating fraud, misconduct, any unlawful action or omission, whether relating to the application or any other matter relating to the Client's account with the Broker, and whether or not there is any suspicion of the aforementioned;
- (j) managing the Broker's infrastructure and business operations, and complying with policies and procedures that may be required by law or that may have been put in place by the Broker, including those relating to auditing, finance and accounting, billing and collections, IT systems, data and website hosting, training, testing, business continuity, and records, document and print management;
- (k) security, surveillance and/or identity verification purposes and managing the security of the Broker's premises including but not limited to carrying out CCTV surveillance, audio recordings of the Client's instructions or conversations over the telephone or during face-to-face communications with the Broker's employee;
- (l) if consented to by the Client or any of the Client's authorised person (as may be applicable) via the Client's registration or participation in any contest, lucky draw, campaign, promotion, event, survey or questionnaire, to administer and facilitate the Client's participation in such activities. Some of these activities are governed by additional terms and conditions, which could contain additional information about how the Broker uses and discloses the Client's personal data or that of the Client's personnel (where applicable), so the Client should read these carefully;
- (m) complying with applicable law in administering and managing the Client's relationship with the Broker; and/or
- (n) if consented to by the Client in the application form(s), account opening document(s) and/or other methods of consent notification, provide for the despatch of marketing information relating to financial or investment services or products offered by the Broker and its Affiliates, business partners and related companies (whether by the Broker, its Affiliates, business partners or related companies) which the Broker thinks is of benefit or interest to the Client via the Client's agreed methods of communication

(collectively, the "Purposes").

18.3 Without prejudice to anything else in the terms and conditions of this Agreement, in carrying out one or more of the above Purposes, the Broker may need to disclose the Client's personal data and/or (where applicable) the personal data of the Client's next of kin, individual guarantors and dependents (where Client is an individual) or personal data of the Client's directors, individual shareholders, officers, personnel, individual guarantors and security providers (where the Client is a corporation) to certain third parties, whether located within or outside Malaysia, as such third parties would then be processing such personal data for one or more of the above Purposes. The Client confirms that it/he/she has obtained their consent or is otherwise entitled to provide their personal data and information to the Broker and hereby acknowledges and agrees that such personal data will/may be disclosed by the Broker to the following third parties (whether located within or outside Malaysia) for one or more of the above Purposes and for the said third parties to subsequently process such personal data for one or more of the above Purposes:

- (a) the Broker's Affiliates and between each of them;
- (b) the Broker's (or any of its Affiliates) third party service providers or agents including but not limited to those who provides administrative, telecommunications, computer, payment or derivatives clearing or other services to the Broker in connection with the operation of its business, mailing houses, telecommunication companies, marketing agents, call centres, data processing companies and information technology companies;
- (c) any credit reference agency, rating agency, business partner, insurer or insurance broker, direct or indirect provider of credit protection, bank or financial institution, and, in the event of default, to debt collection agencies;
- (d) any fund management companies, private equity companies and managers, other financial companies (e.g. for structuring/ provision of services), external asset managers, service providers (e.g. alternative investment service providers) and financial service providers;

- (e) any credit bureau and/or its compliance committee and for such credit bureau and/or its compliance committee to disclose the personal information to third party or parties, including but not limited to its member banks or financial institutions;
- (f) the Broker's (or any of its Affiliates) auditors and professional advisors including its solicitors;
- (g) any person to whom the Broker is under an obligation to make disclosure under the requirements of any law binding on the Broker or any of the Broker's Affiliates or branches or under and for the purposes of any guidelines issued by regulatory or other authorities with which the Broker or any of the Broker's Affiliates or branches are expected to comply with;
- (h) any person to whom disclosure is permitted or required by any statutory provision or law;
- (i) any permitted assigns;
- (j) the Broker's successors in title; and/or
- (k) any local or foreign regulatory body, government agency, statutory board, ministry, departments or other government bodies and/or its officials.

18.4 If the Client (or where applicable, any of the Client's next of kin, individual guarantors and dependents (where the Client is an individual) and/or the Client's directors, individual shareholders, officers, his personnel, individual guarantors and security providers (where the Client is a corporation)) does not wish for the Broker to use the submitted personal data or disclose the submitted personal data for any of the above Purposes, the Client may withdraw the consent at any time by written notice to the Broker, pursuant to the Personal Data Protection Act 2010, however, depending on the circumstances and the nature/extent of the withdrawal, the withdrawal of consent may result in the Broker inability to provide the Client with the services and products under this Agreement and hence may result in the termination of the Client's relationship and/or account(s) with the Broker or other consequences of a legal nature which may arise by virtue of the Client's legal relationship with the Broker.

18.5 The Client agrees to ensure the personal data and information of third parties furnished to the Broker are accurate and agrees to update the Broker in writing in the event of any change to such personal data and information. To the extent that the applicable law allows, the Client may request access to, and correction of, the personal data. The Client acknowledges that some personal data may be exempt from such access and correction rights in accordance with local personal data protection laws. The Client may wish to contact the Broker's Customer Service or email should the Client wish to request such access to, and/or correction of, the Client's personal information.

18.6 The Client hereby confirms that the Client has read, understood and agrees to be bound by the Broker's privacy statement (which is available at www.apexequity.com.my) ("Privacy Statement") and the clauses therein, as may relate to the processing of the Client's personal information. For avoidance of doubt, the Client agrees that the said Privacy Statement shall be deemed incorporated by reference into this Agreement.

18.7 For the avoidance of doubt, in the event that Malaysian personal data protection law permits an organization such as the Broker to collect, use or disclose the Client's personal data without the Client's consent, such permission granted by the law shall continue to apply.

18.8 The Client agrees that where the Client's written permission is required by law or otherwise for any such disclosure by the Broker, the signing of the application form(s), account opening document(s), and/or any other methods of consent notification, as well as in any other manner permitted by law shall constitute and be deemed to be sufficient written permission for such disclosure.

18.9 The Broker's rights under this Clause shall be in addition to and without prejudice to the Broker's other rights of disclosures available pursuant to any other statutory provision and in law and nothing herein is to be construed as limiting any of these other rights.

19. DISCLOSURE OF INFORMATION

19.1 The Client hereby expressly authorises and permits the Broker and each of its authorised representatives (including but not limited to its officers, employees and agents) to divulge, reveal or disclose any or all of the particulars of the Client's account under this Agreement, including but not limited to information relating to any Transaction or dealings between the Client and the Broker (except that where such information contains personal data regulated by the Personal Data Protection Act 2010, such personal data shall be disclosed in accordance with Clause 18 above):

- (a) to any current or future Affiliate, or entity currently or which in the future may be associated with the Broker, including representative and branch offices, and their respective authorised representatives (including but not limited to its directors, employees and agents) (“Authorised Parties”);
- (b) to the auditors, legal advisors and other professional advisors of the Broker and the Authorised Parties;
- (c) to any person or organization participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Client, whether in Malaysia or elsewhere for the purpose of the operation of the Services including but not limited to investigating discrepancies or claims;
- (d) to any third-party printer, agent or storage or archival service provided (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which the Client’s name and/or other particular appears, or any data or record of any document whatsoever;
- (e) to the police or any other public officer or any representative of any governmental or regulatory body conducting an investigation in connection with any offence;
- (f) to any Exchange, government or regulatory body or governmental (including quasi-governmental) authority or tribunal or courts of Malaysia or other jurisdictions, including the jurisdictions in which the Client has traded or where any of the Broker’s overseas business operations are situated;
- (g) to any person to whom disclosure is required or permitted to be made pursuant to due legal process, any applicable laws or rules or regulations or any order of court;
- (h) to any of the Authorised Parties for risk management purposes, for monitoring credit exposure of the Broker and/or any of its Affiliates, for purposes of centralisation of operations within the Broker and/or any group in which the Broker or any of its Affiliates is a member thereof, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting, marketing or cross-selling of financial products and services to the Client;
- (i) to any credit bureau (including the members of such credit bureau of which the Broker is a member), rating agency, insurer, or any other provider of credit protection to the Broker and/or any of the Authorised Parties;
- (j) to any counterparty transacting with the Broker or any of the Authorised Parties for the purposes of or in connection with any Transactions undertaken by or on behalf of the Client;
- (k) to any assignee or transferee or prospective assignees or transferees of the Broker’s credit facilities, business and undertakings or such part thereof;
- (l) to any person with whom the Broker may enter into (or may potentially enter into) any participation or sub-participation in relation to any transaction or service under, pursuant or otherwise in connection with, the terms and conditions of this Agreement;
- (m) to any person or entity participating in the merger/acquisition or proposed merger/acquisition of the Broker or its holding company with/by another company; and
- (n) to any other person or entity at any time:
 - (i) which the Broker or any of its authorised representatives considers appropriate for any purpose in connection with the terms and conditions of this Agreement; or
 - (ii) where such particulars of the Client’s account were inadvertently divulged, revealed or disclosed to/or accessed by such persons or entities through no wilful default of the Broker or its authorised representatives.

19.2 The Client recognizes and acknowledges that the Broker is irrevocably authorised to disclose to the Client’s futures broker’s representative(s) (whether present or in future) appointed by the Client, authorised officers and the Broker’s employees or any other person as the Broker may think fit or necessary, information in relation to all the Client’s accounts, details of Transactions entered into by the Client, as well as shareholdings held beneficially or owned by the Client (including but not limited to providing such persons with statements of account pursuant to any balance enquiries and/or requests for such statements). For the avoidance of doubt, this authorisation will remain in full force unless revoked by the Client in writing to the Broker (with a copy of such revocation given to the Broker),

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

19.3 The Client hereby authorises the Broker to make such enquiries and carry out such credit checks on the Client and to obtain from any third party (including any credit bureau or credit agency) any and all of the Client's information with such third party as the Broker may in its sole and absolute discretion deem fit, and undertake to execute and deliver such document as the Broker may require for the purposes of such enquires, credit checks and assessments and the obtaining of such information, including but not limited to, a letter of authorisation in such form as the Broker may require.

19.4 The Client agrees to provide any information as the Broker may require and/or as is necessary to verify the Client's identity and do all things necessary to enable the Broker to comply with applicable anti-money laundering and "know your client" laws and regulations. Without prejudice to any provision herein, the Client agrees that the Broker shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by the Broker has not been provided by the Client.

20. PHYSICALLY DELIVERED CONTRACTS

20.1 Where settlement of a futures contract is by physical delivery of the underlying interest of the futures contract, the Client acknowledges and agrees:

- (a) to comply with the rules of the Exchange and the clearing participant, whether the rules apply directly or indirectly to the Client;
- (b) where the Client is a buyer, the Client's obligation under the futures contract is to take delivery and make payment; and
- (c) where the Client is a seller, the Client's obligation under the futures contract is to make delivery of the underlying interest of the futures contract.

21. BURSA DERIVATIVES' CRUDE PALM OIL ("CPO"), CRUDE PALM KERNEL OIL ("PKO") AND EAST MALAYSIA CRUDE PALM OIL ("EPO") FUTURES

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

- (a) The parties agree that a spot month CPO, PKO and EPO futures contract can only be traded by an institutional client who is in the business of an oil plantation or palm oil refinery or such other client as the Broker may at its absolute discretion to decide. For the avoidance of doubt, a "spot month" means "at any point in time, the nearest month a futures contract may become deliverable" for CPO, PKO and EPO futures contract.
- (b) The Client who is successful in the tender of a CPO, PKO and EPO futures contract, as determined by Bursa Clearing, shall pay the tendering proceeds together with the tender fee charged by Bursa Clearing to the Broker by the next Business Day following the day of tender. For the avoidance of doubt, "day of tender" means "the day on which Bursa Clearing determines that the Client has been allocated the tender" for a CPO, PKO and EPO futures contract.
- (c) With respect to the Client who is a buyer, the electronic negotiable storage receipt ("eNSR") shall only be delivered to the Client upon the Broker receiving full payment from the Client. In the event that the Client fails to make full payment to the Broker by the next Business Day following the day of tender, the Client hereby agrees that:
 - (i) the Client shall be liable to pay to the Broker interest based on the cost of funds of the Broker or such other rate as the Broker may reasonably determine until the Broker receives the full payment payable by the Client; and
 - (ii) the eNSR shall belong to and be the property of the Broker, who shall have the sole and absolute discretion and right to deal with, sell or transfer the eNSR to any purchaser therefor for valuable consideration and utilise the proceeds thereof towards settlement of the tendering proceeds payable or paid by the Broker to Bursa Clearing. In the event that the proceeds from the sale of the eNSR is insufficient to settle the amount payable or paid by the Broker to Bursa Clearing, the Client hereby agrees to indemnify the Broker in full and shall be liable to pay for such shortfall to the Broker.

- (d) With respect to the Client who is a seller: -
- (i) the Client who wishes to have CPO, PKO and EPO appraised for possible delivery to the market shall deliver the CPO, PKO and EPO to a port tank installation;
 - (ii) upon a request by the Client, the port tank installation owner shall arrange for the CPO, PKO and EPO to be appraised in accordance with the procedures laid down by Bursa Derivatives from time to time;
 - (iii) once the CPO, PKO and EPO has been appraised, the port tank installation owner shall issue a eNSR in the form approved by Bursa Derivatives from time to time, for all deliverable CPO, PKO and EPO. The eNSR shall state the name of the port tank installation owner, the date of appraisal and whether the appraised CPO, PKO and EPO meets the requirements of the Exchange's specifications with respect to delivery. Each lot of twenty-five (25) metric tons of CPO, PKO and EPO shall bear a separate eNSR;
 - (iv) in the event that the Client fails to deliver the eNSR to the Broker by 10 a.m. on the last tendering day, the Client shall be liable to and shall indemnify the Broker for all losses incurred by the Broker (arising from the Client's failure to deliver the eNSR), as charged by Bursa Clearing.

21.2 The Client further agrees and acknowledges that in relation to all trading in CPO, PKO and EPO futures contract on the futures market of Bursa Derivatives on behalf of the Client or pursuant to the Client's instructions and all futures contracts registered by the Broker with Bursa Clearing relating to those trades, the Client hereby waives and shall have no right or cause of action or remedy against Bursa Derivatives, Bursa Clearing or any broker save for the Broker who conducted the trade on behalf of the Client or on his instructions, except as permitted by the Act.

22. BURSA DERIVATIVES' 3 YEAR MALAYSIAN GOVERNMENT SECURITIES ("FMG3"), 5-YEAR MALAYSIAN GOVERNMENT SECURITIES ("FMG5") AND 10 YEAR MALAYSIAN GOVERNMENT SECURITIES ("FMGA") FUTURES

22.1 For the avoidance of doubt, the following terms and conditions as set out herein shall be applicable in respect of futures trading in Bursa Derivatives' FMG3, FMG5 and FMGA futures contracts entered into between the parties, in addition to and not in derogation of the terms and conditions as set out in this Agreement:

- (a) The parties agree that a spot month FMG3, FMG5 and FMGA futures contract can only be traded by an institutional client who is in the financial institution business or such other client as the Broker may at its absolute discretion to decide. For the avoidance of doubt, a "spot month" means "at any point in time, the nearest month a futures contract may become deliverable" for FMG3, FMG5 and FMGA futures contract.
- (b) With respect to any open contracts: -
 - (i) the Client agrees and undertakes to comply with any direction issued by Bursa Clearing, including but not limited to the physical delivery and settlement of the underlying interest of the open contract;
 - (ii) the Client agrees and undertakes to perform physical delivery and settlement of the underlying interest of the open contract as agent of the Broker;
 - (iii) the Client will facilitate the Broker's cooperation with Bursa Clearing in respect of any actions that Bursa Clearing may direct or take, including pursuant to an event of default or default proceeding under the rules of Bursa Clearing:
 - the Client agrees and undertakes that the events of default and default proceedings under the rules of Bursa Clearing shall apply instead of any other rules or requirements governing the physical delivery and settlement of the underlying interest of the open contract; and
 - where an event of default occurs including in relation to the physical delivery and settlement of the underlying interest of the open contract, the Client agrees and undertakes to accept any decision or action taken by Bursa Clearing that is made in accordance with the rules of Bursa Clearing and the Client further agrees and undertakes not to make or pursue any claim, cause of action, suit or other proceeding against Bursa Clearing under any other rules or requirements governing the physical delivery and settlement of the underlying interest of the open contract;
 - (iv) the Client agrees and undertakes that in the event of disputes relating to the open contract, the Client will not seek a resolution under any other rules or requirements governing the physical delivery and settlement

underlying interest of the open contract and instead will only seek a resolution in accordance with the rules of Bursa Clearing, including agreeing to submit to arbitration and comply with the arbitration award; and

- (v) the Client agrees and undertakes that the liability of Bursa Clearing, Bursa Malaysia Berhad or any person acting on behalf of Bursa Clearing or Bursa Malaysia Berhad, in respect of any damage, loss, cost or expense of whatever nature suffered or incurred by the Client or any other third party in relation to the open contract, including in relation to physical delivery and settlement of the underlying interest of the open contract, is limited in accordance with the rules of Bursa Clearing, and the Client further agrees and undertakes to be bound by such limitation in any claim, cause of action, suit or other proceeding relating to the open contract including in relation to the physical delivery and settlement of the underlying interest of the open contract.

23. ANTI-BRIBERY AND ANTI-CORRUPTION

23.1 The Broker and the Client respectively undertake not to (whether by itself/himself/herself or through any of its directors, officers, employees or agents, as is applicable) offer, promise, give, authorise, solicit or accept any gift, favour, kickback, or other improper payment or consideration to or from (or imply that they will or might do any such thing in future) any person, in order to secure assistance, influence, business or other improper advantage in connection with any of the Transactional Services or Transactions provided, received and/or executed under the terms and conditions of this Agreement, whether in Malaysia or elsewhere.

23.2 The Broker and the Client respectively shall and shall procure that its directors, officers, employees or agents, as is applicable (who are involved in the Transactional Services or Transactions provided, received and/or executed under these terms and conditions) shall, comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to Malaysian Anti-Corruption Commission Act 2009 in connection with the Transactional Services or Transactions provided, received and/or executed under these terms and conditions.

24. FOREIGN EXCHANGE RISKS

24.1 All Transactions for or relating to the account or any of the Transactional Services and any payments relating to or arising out of any of the Transactional Services, including but not limited to any fees, commission, brokerage charges or expenses incurred in relation to any of the foregoing, will be settled in the Base Currency unless such futures contract is denominated in a foreign currency (the "Traded Currency") then such futures contract will be settled in accordance with the Traded Currency or, if the Broker agrees, in any other currency requested by the Client, but at a rate of exchange determined by the Broker. The Client will bear all losses, damages, or costs that result from any currency conversion connected with any Transaction for the account or any of the Transactional Services.

24.2 The Client further agrees and acknowledges that where the Client directs or instructs the Broker to carry out a set-off in relation to any futures contract denominated in a foreign currency, the Broker may in its absolute discretion effect such set-off in either the Traded Currency or the Base Currency, and where such set-off is effected in the Traded Currency, settle such set-off with the Client in the Base Currency at a rate of exchange determined by the Broker.

24.3 The Broker may, where Indebtedness and the monies in the Trust Account are not in the same currency, without the prior consent of the Client, effect any necessary conversion from one currency to another at such rates of exchange as the Broker may determine in its absolute discretion.

25. USE OF FOREIGN AGENTS

25.1 The Client acknowledges and agrees that in Transactions involving Foreign futures contract (the "Foreign Transactions"):

- (a) The Broker may employ the services of agents (the "Foreign Agents") in order to effect such Foreign Transactions; and
- (b) These Foreign Transactions will be subject to terms and conditions that are imposed by the Foreign Agents.

26. FOREIGN RULES TO PREVAIL

26.1 All Foreign Transactions are subject to the Foreign Rules in addition to applicable Malaysian Rules.

26.2 In the event of any conflict between the terms and conditions of this Agreement and the Foreign Rules, the terms and conditions of this Agreement shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.

26.3 The Broker and the Foreign Agent are entitled, and are hereby authorised by the Client, to take any action or refrain from taking any action (including the disclosure of any information relating to the Client or the Foreign Transactions) which the Broker or the Foreign Agent (as the case may be) considers appropriate for the purpose of complying with the Foreign Rules. Neither the Broker nor the Foreign Agent nor any of their respective officers, directors or employers shall be liable as a result of taking or refraining from taking any action in good faith in the circumstances contemplated by this Clause.

27. SUCCESSORS

27.1 This Agreement shall be binding upon the Client's heirs, executors, administrators, personal representatives and assigns and where the Client is a corporation, upon its successors.

28. FORCE MAJEURE

28.1 The Broker shall not be held liable to the Client for or be liable to the Client for any claims, costs, damages or losses (direct, indirect, lost profits, lost savings, consequential, special, punitive or otherwise) whatsoever that may arise or that may be suffered or incurred by the Client as a result of any partial performance, delay in performance, or non-performance of any of its obligations under any agreement with the Client by reason of any cause beyond the Broker's control, including but not limited to any breakdown, failure, interruptions, omission, errors or delay of transmission, communication, computer facilities or modem connection, malicious code, cyberattacks, postal strikes, labour disputes, strike or other industrial actions, power failure, the failure of any Exchange, market or clearing participant, or failure of any relevant correspondent or other agent for any reason to perform its obligations, any act or omission of the Broker's support or solutions partners or any other disturbances, war, terrorist attacks or events, hostility, riot (insurgency or otherwise), civil commotion, requisition by any government or any regional or local authority, or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God such as fire, flood, frost, storm, explosion, tsunami, earthquake, typhoon, tornado or landslide.

29. INDEMNITY

29.1 The Client indemnifies and agrees to keep indemnified the Broker and its employees, agents or representatives from and against all sums of moneys, actions, proceedings, suits, claims demands, damages, costs, expenses and any other amounts whatsoever arising out of any default, whether by act of omission, of the Client under this Agreement or any futures contract or anything lawfully done by the Broker in accordance with pursuant or incidental to this Agreement or by reason of the Broker complying with any direction, request or requirement of an Exchange or the Bursa Clearing or other regulatory authority.

30. AMENDMENTS

30.1 The Broker hereby reserves the right to alter, amend, varies, waive or modify all the terms and conditions of this Agreement from time to time.

Terms and Conditions of Trading

1. THE CLIENT HEREBY:

1.1 declares that the information given herein are true and correct and that the Client has not withheld any material fact or information from the Broker. The Client authorises the Broker to verify, in any manner with any third party, the information furnished herein or from time to time as the Broker deems fit and the Client further undertakes to furnish the Broker with such further additional information as the Broker require at any time or from time to time;

1.2 undertakes to abide by the rules, regulations, by-laws, directives of the Exchanges or other relevant authority and any subsequent new rules and/or regulations, amendments or revisions that may be brought into force from time to time. The Client also undertakes to at all times comply with all margin requirements prescribed by the Broker or otherwise notified to the Client;

1.3 agrees that the Broker may use and keep the Personal Data collected only as long as is necessary for purpose of derivatives trading account opening application, including any subsequent transactions that are directly/indirectly related to the maintenance and/or use of this account with the Broker, or as required to comply with the legal or regulatory obligations and that the Broker may keep and maintain all Personal Data in strict confidence, using such reasonable degree of care as is appropriate to avoid any unauthorized access, use or disclosure.

- 1.4 authorises the Broker to make any checks and/or obtain any information and/or confirmation, with or from any credit reference agencies, and/or from any financial institutions, on the Client or any other person, individual and/or entity as the Broker may deem fit, for any purposes which the Broker deems fit;
- 1.5 agrees that the Broker may have the absolute discretion to close the Client's account without giving any reasons and that the Broker may impose such other terms and conditions upon approval and from time to time, if deemed necessary;
- 1.6 undertakes to pay the Broker promptly the outstanding debit balance of the Client's account and pay all relevant fees, and charges including legal fees incurred by the Broker on a solicitor and client basis in the enforcement of any of the Client's obligations and liabilities;
- 1.7 agrees that the Client shall not hold the Broker or any of its officers, employees or agents responsible or liable for whatever losses incurred as a result of the acts, representation and/or omission of the said representative in carrying out his/her duties in connection with this account;
- 1.8 agrees that all orders made through the telephone shall be deemed to be confirmed and binding on the Client without the requirement to furnish any proof on the Broker's part and that the Broker operates the Client's account in accordance with the Client's oral or written instructions that are believed to be genuine and to have been given by such one or more person(s) as notified by the Client from time to time in writing and the Broker shall not be made responsible or liable for any loss that may result from unauthorised instructions;
- 1.9. agrees that the Broker shall have the right at any time to refuse or limit the Client's orders;
- 1.10 declares that: -
 - (a) For Individual: The Client is not a bankrupt and there is no pending bankruptcy proceedings against the Client at the date hereof;
 - (b) For Corporate: No winding-up proceedings has commenced against the Client as at the date hereof.
- 1.11 authorises the Broker to sell or dispose-off the whole or part of the stocks/shares/securities pledged by the Client as collateral at any time without notice to the Client and utilise the proceeds to offset and discharge all the Client's liabilities and obligations with the Broker;
- 1.12 authorises the Broker at any time and from time to time during the existence of this Agreement without prior notice to the Client, to combine and consolidate all the Client's accounts held with the Broker or its Affiliates, transfer from or to (as the case may be at the Broker's discretion require) any of the Client's other accounts held with the Broker or its Affiliates any of the money, securities or other property of the Client (where held alone or jointly with others), to realise and liquidate any stocks/shares/securities held by the Broker or its Affiliates and/or to apply any amounts existing or received in such accounts (whether by way of the sale or liquidation of stocks/shares/securities) with the Broker or its Affiliates, to the extent permitted by applicable law, as the Broker may deem to be reasonably required for margin in any of the accounts or to reduce or satisfy in full any of the Client's Indebtedness to the Broker in such account, provided that the Broker shall within a reasonable time after making any such transfer send a written confirmation thereof to the Client;
- 1.13 declares and agrees that all communication, notice, demand or other document required to be given to the Client, shall be deemed to be served for all purpose if left by hand or sent by facsimile, courier services or postal services at the Client's address as stated in the application form or the last known address;
- 1.14 agrees that the failure or delay by the Broker to insist on compliance with any of these undertakings, terms and conditions or any continued course of such conduct by the Broker shall not be construed or constituted as a waiver or relinquishment generally or specifically by the Broker of any rights, power, privileges or remedies accruing to the Broker;
- 1.15 declares that if any undertakings, terms and conditions herein contained, shall be held to be invalid, unenforceable, illegal or otherwise the invalidity, unenforceability and illegality shall not affect or impair the remaining terms and conditions herein;
- 1.16 acknowledges that all provisions of this Agreement shall be binding upon all the Client's heirs, executors, administrators, personal representatives, successors, receivers, trustees in bankruptcy and assigns;
- 1.17 declares that all the agreements and undertakings herein obtained and the rights and obligations therefrom shall be governed by and construed in all respects accordance with the law of Malaysia and agree to submit to jurisdiction of the court of Malaysia; and

1.18 undertakes to confirm accuracy of the Client's details in the Broker's client database within two (2) weeks of receipt of the Broker's notification of account being opened.

2. DECLARATION ON DELIVERY OF ELECTRONIC DAILY/MONTHLY STATEMENTS

2.1 In consideration of the Broker agreeing to the request for the issuance and delivery of electronic daily/monthly statements, I/we hereby accept and assume the risks associated with electronic or online devices, including delays or failure in the transmission due to breakdown or failure of transmission or traffic congestion of communications or any other cause(s) beyond the Broker's control or anticipation and/or inherent risks in receiving electronic daily/monthly statements. I/We understand all the risks involved in communication over the internet and I/we shall not dispute or challenge the validity, enforceability or admissibility of any such record and the contents therein. In the event of systems failure, I/we shall deem the daily/monthly statements to have been served via post or any other applicable mode of service as deems fit by the Broker.

2.2 I/We hereby agree and give consent to the Broker to collect, use, process, store and transfer all the particulars disclosed to the Broker for my/our request for the issuance and delivery of electronic daily/monthly statements. The disclosure of my/our personal data is strictly for the purpose of the aforesaid, or for a purpose directly related to the aforesaid, or to a third party and/or any jurisdiction to enable the Broker to provide such services related to the same purpose.

2.3 I/We also agree this instruction shall be effective until revoked by me/us by giving to the Broker at least five (5) business days prior written notice. I/We also understand that the Broker may cancel this service without providing any reason whatsoever and/or any prior notice to me/us and that the Broker shall not be held responsible for such a service cancellation.

2.4 I/We acknowledge that any daily/monthly statements sent to me/us, whether by electronic mail or by post, if sent to my/our last known address as given to the Broker in writing shall be deemed to be duly served two (2) business days after it is posted and/or if sent by electronic mail, on the day such communication was made.

2.5 I/We shall assume all responsibility or liability whatsoever for any direct, indirect or consequential loss arising from or in connection with the Broker acceding to my/our request. I/We further agree to fully indemnify the Broker and keep the Broker indemnified from and against all actions, proceedings, claims, demands, losses, damages, costs, penalties, fines, charges and expenses which the Broker may sustain, incur and be liable to in consequences of or attributable to or arising from the request.

3. DECLARATION ON FOREIGN CURRENCY SECURITIES / FOREIGN FUTURES CONTRACT TRADING FACILITIES

3.1 I/We wish to trade in Foreign Currency Securities/Foreign Futures Contract using the Trading Account(s) ('Client's Account(s)') opened with the Broker.

3.2 In consideration of the Broker approving my/our request to trade in foreign currency securities/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:

(a) 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 currency securities/Foreign futures contract are listed and its clearing participant on which such transactions are executed including without limitation to the rules, regulations and directives of the Foreign Stock Exchanges and Central Depositories and/or Foreign Futures Exchanges and agreement executed between the Broker and local and/or foreign Brokers, foreign Futures Commission Merchant, custodians or agents prevailing and amended from time to time.

(b) That I/we consent to the disclosure by the Broker 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 securities and/or dealing in futures contract that are listed and quoted on selected foreign currency stock exchanges and/or foreign futures exchanges.

(c) I/We undertake to pay the Broker all charges that may be imposed by the Broker or other charges imposed by any Exchange or clearing participant; 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.

(d) I/We shall indemnify the Broker 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 the Broker directly arising from or in connection with the use of the Client's Account(s) for trading in Foreign Currency Securities and/or trading in Foreign Futures Contracts.

(e) I/We understand and agree that, the Broker may vary client trading limits to trade in foreign currency securities/Foreign futures contract based on computation limit determined by the Broker 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"); the Broker has the final decision in the option to receive or make payment from/to me/us either in the Base Currency or otherwise.

3.3 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 million equivalent for an individual or RM 50 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 the Broker of the changes immediately, failing which the Broker may proceed to take any actions that the Broker deems fit without further reference to me/us.

3.4 I/We hereby declare that the information given to the Broker is true and correct.

4. DECLARATION ON FOREIGN ACCOUNT TAX COMPLIANCE ACT (FATCA)

4.1 Foreign Account Tax Compliance Act (FATCA), which is a united states of America ("US") legislation aiming to prevent us taxpayers from avoiding tax by investing through non-us financial institutions and offshore investment vehicles and concealing their assets from US internal service ("IRS"), will be effective form 1 July, 2014. FATCA requires ASB as a financial institution to identify accounts held directly or indirectly by US persons and to report relevant account information to the IRS.

4.2 In order to ascertain a customer's US or non-US tax status, ASB is required to collect additional information or documentation from customers. If customers fail to provide us with the requested information and documentation, ASB is required to report to the IRS the account information and/or withhold 30% of any US source withholdable payments or gross proceeds.

4.3 In compliance with the regulatory requirements in relation to FATCA (Apex Securities Berhad's FATCA No.: BUI5PJ.99999.SL.458) and other related regulations, the Broker has implemented the following terms and conditions to govern the relevant rights and obligations between the Client and the Broker.

- (a) The Client authorises the Broker to disclose and submit such information, including without limitation to personal information, to the competent regulatory or governmental authorities in the relevant jurisdiction (including without limitation to US Internal Revenue Service and US Department of the Treasury) for the purpose of compliance with the requirements under FATCA and other related laws, regulations, codes and rules.
- (b) The Client acknowledges that the Broker may not notify the client of such disclosure and submission as required by the applicable laws or regulations, and agrees that it will not require the Broker to make such notification to the client before and after the disclosure or submission of the information to the relevant authorities.
- (c) The Client undertakes to promptly provide the Broker such personal information for the purpose of the compliance with the requirements under FATCA and other related laws, regulations, codes and rules.
- (d) The Client shall ensure any document, instruction and/or information provided is accurate, true and complete without misleading in all material aspects.
- (e) The Client acknowledges and agrees that failing to provide the Broker information as required will entitle the Broker to change the FATCA status of the Client's account, withhold the assets in the Client's account, close the Client's account, or sell the assets in the account to produce withholdable payments, or terminate at the Broker's sole and absolute discretion, the entire business relationship or part of such relationship as the Broker may deem appropriate.
- (f) The Client authorises the Broker to withhold any part of or all assets in the Client's account (in cash or other forms) or sell the assets in the account to produce withholdable payments if, at the Broker sole and absolute discretion:
 - (i) The Client do not provide the Broker with the information and documents requested in timely manner or if any information or documents provided are not up-to-date, accurate or complete such that the Broker is unable to ensure its ongoing compliance or adherence with the requirements under FATCA;
 - (ii) The FATCA status of the client is identified as recalcitrant or non-participating foreign financial institutions;

(iii) There is no reliable evidence to treat the client as exempted from withholding requirement under FATCA or other relevant regulations.

(g) The above terms and condition shall be deemed to be incorporated as part of the Terms and Conditions in the Opening Account Application and subject to amendments made by the Broker from time to time at the Broker's sole and absolute discretion. In the case of conflict or inconsistency between Terms and Conditions of opening Account Application, this Term and Conditions shall prevail.

5. CRS SELF-CERTIFICATION (CLIENT WITH TAX RESIDENCY OUTSIDE OF MALAYSIA)

5.1 Under the Common Reporting Standard ("CRS"), It's required by the Inland Revenue Board Malaysia (LHDN) For Account Holders to provide information on his/ her tax residency if client(s) is/are tax resident outside the Malaysia or are subject to tax in countries besides Malaysia.

5.2 Declaration

(a) I/We understand that the information supplied by me/us is covered by the full provision of the terms and conditions governing the Account Holder's relationship with the Broker by setting out how the Broker may collect, process, use, store, share and transfer the information supplied by me/us.

(b) I/We acknowledge that the information contained in the CRS Self-Certification and information regarding the Account Holder and any Reportable Account(s) may be provided or reported to the tax authorities of the country in which this account(s) is/are maintained and exchanged with tax authorities of another country or countries in which the Account Holder may be tax resident pursuant to intergovernmental agreements to exchange financial accounts information.

(c) I/We certify that I am/we are the Account Holder(s) or am/are authorised to sign for the Account Holder(s) of all the account(s) to which this CRS Self-Certification relates.

(d) I/We declare that all statements made in this declaration are to the best of my/our knowledge and belief true, correct and complete. I/We understand that in the event any of my/our information being found false or incorrect at any stage, I/we shall be liable to the Broker and indemnify, defend, and hold harmless the Broker against any liability, damage, loss, or expense (including reasonable attorney's fees and expenses of litigation) incurred by or imposed upon the Broker in connection with any third party claims, suits, actions, demands or judgments under any theory of liability (including without limitation actions in the form of tort, warranty, or strict liability) resulting from or arising out of such false or incorrect information provided to the Broker.

(e) I/We undertake to advise the Broker within 30 days of any change in circumstances which affects the tax residency status of the Account Holder(s) identified in this CRS Self-Certification or causes the information contained in the CRS Self-Certification to become incorrect or incomplete, and to provide the Broker with a suitably updated CRS Self-Certification and Declaration within 90 days of such change in circumstances.

Derivatives' Electronic Trading Facilities (Terms and Conditions of Services)

This Supplemental Terms and Conditions of Trading is supplemental to and forms part of the terms and conditions set out in the Trading Agreements (as hereinafter defined) between Apex Securities Berhad (the "Broker") and the Client.

In consideration of the Broker agreeing to grant the Client the Electronic Trading Facilities (as hereinafter defined) and to use the Electronic Trading Facilities provided by the Broker in respect of trading in futures contracts (as defined in the Capital Markets and Services Act 2007, as may be amended or revised by the relevant authority), the Client hereby agrees to the Terms and Conditions set out herein.

Terms and Conditions

1. Definitions

In these Terms and Conditions, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires: -

"Affiliates" means a related corporation (as defined in the Companies Act 2016, as may be amended or revised by the relevant authority) of the Broker;

“Applicable Laws” includes, but is not limited to, any rules, regulations, orders, decisions, procedures and other requirements whatsoever whether having legal force or otherwise of any applicable regulatory body, exchange, clearing participant, governmental or other authority to which a party or the execution and/or clearing of any transactions under the Trading Agreements is subject to;

“Connected Exchange” means Bursa Malaysia Derivatives Berhad and any other recognized futures exchange;

“Electronic Orders” means orders to buy and sell futures contracts using the Electronic Trading Facilities to be transmitted to the Connected Exchange;

“Electronic Trading Facilities” means transmission of the Electronic Orders using any types and means of electronic communication (including without limitation using the Broker’s telecommunication, computer or electronic network or systems, internet, personal computers and mobile device) and includes service or information accessible through the Broker’s system made available or provided to the Client, either directly or through third parties, trading through a Direct Market Access Infrastructure (as defined in the Rules of Bursa Malaysia Derivatives Berhad, or as may be amended or revised by the relevant authority) (“DMA”) or trading by any other medium of electronic communication which the Broker may adopt or introduce for use to its clients; and

“Trading Agreements” means any and all documentation between the Client and the Broker and includes without limitation client agreements, as agreed or amended from time to time.

2. Deposits and Full Margin

2.1 The Client agrees that the electronic trading account (included “spread trade”) shall maintain a full margin as required by the Broker. In the event of impairment to less than full margin, the Broker shall in its absolute discretion without any notice to the Client liquidate/close any or all open positions as may be required to restore to full margin levels, including an auto-liquidation on the cut-loss for foreign trading. The Client irrevocably accepts that in carrying out such act(s) as aforementioned, the Broker owes no duty or obligation of whatever nature to the Client to eliminate or minimize the Client loss.

2.2 At its sole discretion the Broker may change margin requirements at any time it deems appropriate, and shall apply to all existing and new positions.

3. Pre-requisite Requirements

3.1 If the Client wishes to use the Electronic Trading Facilities, the Client must establish and maintain a telecommunication device/line/network.

3.2 If the Broker makes the Electronic Trading Facilities available to the Client, the Client acknowledge that:

- (a) there may be delays in the processing, execution, amendment or cancellation of the Electronic Order entered through the Electronic Trading Facilities;
- (b) the execution of the Electronic Order placed through the Electronic Trading Facilities may be delayed by trading restrictions that the Broker may establish or revise from time to time at Broker’s discretion (the “Filters”) or other electronic features of the electronic system;
- (c) the Broker is not responsible for the installation and operation of equipment (including telecommunication lines) necessary to access the Electronic Trading Facilities in order to use the Electronic Trading Facilities; and
- (d) the use of the Electronic Trading Facilities is subject to the disclaimers, notices, acknowledgements and other conditions placed or otherwise accessible in the Electronic Trading Facilities.

3.3 The Client shall provide the Broker such information as the Broker may request to set up the Client’s reference data for the provision of the Electronic Trading Facilities.

4. Closing Out

4.1 Notwithstanding any provisions in this Agreement or otherwise, the Client hereby irrevocably authorize the Broker to close out any or all of the Client’s contract(s), without prior notice, whenever:

- (a) the Broker at their discretion deem it advisable for the Broker’s protection;

- (b) The Client is in breach or default of any of the Client obligations to the Broker whether pursuant application of the terms of this letter or otherwise;
- (c) In the Broker's opinion the Client financial or business condition has materially or adversely changed since the date hereof;
- (d) A petition is filed or any steps are taken with a view to or which would result in the Client bankruptcy, winding-up or liquidation or any steps are taken with a view to or which would result in the appointment of an official assignee receiver or manager (including a judicial manager) in relation to you or your assets as the case may be.

5. Execution Limit

- 5.1 The Client covenant to observe the trading conditions imposed or to be imposed by the Broker on the Client from time to time, including without limitation credit limits imposed on the trading activities of the Client. In the event the trading limits imposed on the Client are breached at any time, the Client shall take all steps necessary to rectify the position and to ensure that it is within the allowed limits. In the event the Client fail to do so, the Broker shall, and is hereby authorised to take such steps as is necessary to ensure that the Client remain within the permitted trading limits, without notice to the Client and the Broker shall not be liable in respect of any losses thereby sustained.
- 5.2 The Client acknowledges and agree that the Broker and/or the Connected Exchange may set specific parameters defining the orders that may be entered by the Client, including restriction to specific instruments or size of orders, and the Broker shall have the right to reject orders that do not fall within the designated parameters of authorised orders.
- 5.3 For the avoidance of doubt, the Client's Electronic Orders will be subject to the Filters, including (without limitation) the Filters whose object is to:
 - (a) prevent a breach of the Applicable Laws; or
 - (b) prevent the Electronic Orders being registered with a trading platform where the price at which the Electronic Order is submitted through the Electronic Trading Facilities is too far from the prevailing market price for the relevant derivatives/futures contract; or
 - (c) ensure that the I Electronic Trading Facilities does not interfere with the efficiency and integrity of the market conducted by the Connected Exchange.
- 5.4 The Broker has, and accepts, no responsibility or liability to the Client or any person claiming through the Client for failing to register such Electronic Orders with the trading platform.

6. Authorised Access

- 6.1 The Client hereby agrees and undertakes at all times:
 - (a) to keep strictly confidential and safeguard any and all user names, passwords. Identification or other access codes issued to the Client by the Broker for the purpose of enabling the Client to access the Electronic Trading Facilities (the "Security Features"); and
 - (b) to immediately notify the Broker in writing if the Client suspects that the confidentiality of the Security Features has been compromised or if the Client's account has been accessed or used without his authority.
 - (c) to remember log out the Client's account ID from the internet web page.

7. Placing of Electronic Orders through the Electronic Trading Facilities

- 7.1 The Client shall enter orders and trade in compliance with the Applicable Laws.
- 7.2 The Broker shall be entitled to treat any instruction and/or communication transmitted via the Electronic Trading Facilities as genuine and the Broker shall be under no duty to verify the authenticity of such instruction or communication.
- 7.3 The Client shall be responsible for any accidental, fraudulent or unauthorised instruction or communication transmitted to the Electronic Trading Facilities. Upon notice or suspicion of any accidental, fraudulent or unauthorised transmission of instruction or communication, the Client shall immediately notify the Broker in writing.

7.4 The Client shall be liable for and accept the consequences for all transactions transmitted by accessing the Electronic Trading Facilities even if any such transactions are incorrect, originate from a person other than the authorised persons or are miscommunicated due to a malfunction of the Electronic Trading Facilities. The Client shall not assert the absence of additional controls as a reason for rejecting commitments arising from Electronic Orders transmitted via the Electronic Trading Facilities.

8. Acceptance of Order

8.1 An Electronic Order will only be accepted by the Broker and/or the Electronic Trading Facilities for transmission to the Connected Exchange if the Client has provided all the following information: -

- (a) contract code;
- (b) contract month;
- (c) buy/sell;
- (d) order quantity;
- (e) limit price (if applicable); and
- (f) such other information as may be requested by the Broker and/or the Electronic Trading Facilities.

8.2 The Client agrees to check the details of an Electronic Order before transmission, as it may not be possible to cancel the Electronic Order once transmitted. The Client acknowledges that a request to cancel or amend an Electronic Order is only possible before such Electronic Order is executed and the Client agree to accept full responsibility for any full or partial execution of Electronic Order whether or not the Client purport to, or otherwise have attempted to, cancel or amend such Electronic Order.

8.3 An Electronic Order may be rejected automatically by the Electronic Trading Facilities, and the Broker shall be entitled in its absolute discretion (without any liability to the Client) to change or remove an Electronic Order, stop or cancel an Electronic Order, for any reason whatsoever, including, if the conditions described in Clause 8.1 are not fulfilled or in the Broker's sole opinion, the execution of such Electronic Order would be in breach of any Applicable Laws or otherwise adversely affect the Broker's interests or those of its Affiliates.

8.4 Notwithstanding the above, the Broker shall be entitled to discontinue accepting orders from the Client at any time without notice.

8.5 The Broker shall be entitled, at any time without notice to the Client and without in any way being liable for any loss or damage whatsoever to the Client to: -

- (a) amend, modify, suspend or terminate the operation of the Electronic Trading Facilities; and/or
- (b) suspend or terminate the Client's access to and use of the Electronic Trading Facilities.

8.6 The Client shall be deemed to have received and shall be bound by any notification or acknowledgement given by the Broker or by the Connected Exchange (as the case may be) on the Electronic Trading Facilities concerning the carrying out or execution of the Client's instructions or orders notwithstanding that such notification or acknowledgement may not actually have been received by the Client.

9. Notice by the Client

9.1 The Client shall notify the Broker immediately in writing upon its becoming aware of either of the following: -

- (a) any unauthorised use of the Electronic Trading Facilities; or
- (b) any failure by the Client to receive a receipt acknowledgement, statement, confirmation, advice and/or other appropriate response in the ordinary course of business that any Electronic Order has been received and/or executed or if the Client receives a receipt acknowledgement, statement, confirmation, advice and/or response relating to an Electronic Order which the Client did not place.

10. Distribution and Intellectual Property

10.1 The Client agrees to keep all information available to the Client through the use of the Electronic Trading Facilities (including any reports sent to the Client by the Broker) (the "Information") secure and confidential and not allow any person to have access to them other than the Broker's authorized personnel who require such access to operate the services extended to the Client herein.

10.2 The Client shall not:

- (a) modify, reproduce or create in any manner any derivative works of the content in, under or to the Electronic Trading Facilities for use, transmission, distribution or display on the Electronic Trading Facilities or any other websites without the Broker's prior written consent;
- (b) retransmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the Information in any manner whatsoever without the Broker's prior written consent; and
- (c) use the Information obtained from the Electronic Trading Facilities for any illegal purposes or in such a manner as to encourage illegal activities.

10.3 The Client accepts and acknowledges that all intellectual property rights (whether by way of copyright or otherwise) in the Information vests solely in and shall remain the exclusive property of the Broker and/or other third parties. The Client agrees and undertake not to do anything that will violate or infringe intellectual property rights of the Broker and/or other third parties and will take all necessary measures to preserve and protect these rights.

11. Representations, Warranties and Undertakings

11.1 The Client represents and warrants to the Broker: -

- (a) that these Terms and Conditions are legal, valid and binding obligations of the Client, enforceable against the Client;
- (b) that the Client has all authorisations, consents, licences or approvals (whether under the Applicable Laws or otherwise) required to accept and agree these Terms and Conditions, to access and use the Electronic Trading Facilities;
- (c) that any Electronic Orders placed are solely and exclusively based on the Client's own judgment and after the Client's own independent appraisal and investigation into the risks associated with such Electronic Orders or dealings;
- (d) that any person(s) empowered to act on the Client's behalf have been duly authorised;
- (e) that the Client and each of the authorised persons has the knowledge of the process for the submission of orders through the Electronic Trading Facilities, including through the use of DMA, the laws and rules in relation to trading on the Connected Exchange, is familiar with, understand, and will keep themselves updated on the Applicable Laws;
- (f) that the Client shall, when requested by the Broker and/or the Connected Exchange, furnish to the Connected Exchange the Client's written confirmation ("the said Confirmation") that the Client, and its authorised persons, has requisite knowledge of the requirements set out in Clause 11.1(e), such said Confirmation to be in a format acceptable to the Connected Exchange; and
- (g) that the Client's relationship with the Broker pursuant to these Terms and Conditions is limited to the access to and use by the Client of the Electronic Trading Facilities, and the Client acknowledge that the Electronic Trading Facilities provided by the Broker in respect of a relevant market is subject to the Applicable Laws and the Client shall be responsible for compliance with the Applicable Laws.

11.2 The above representations, warranties, agreement and undertakings shall be deemed repeated whenever the Client transmits Electronic Orders using the Electronic Trading Facilities.

12. Confidentiality

12.1 Both parties undertake not to disclose to any person or persons any confidential information and/or documents of the other party that it may acquire in the course of its access and use of the Electronic Trading Facilities; provided, however, that such confidential information may be disclosed (i) to the extent required by the Applicable Laws, or (ii) to the extent reasonably required for the performance of its obligations under these Terms and Conditions, or (iii) pursuant to a subpoena or order of a court or regulatory, self-regulatory or legislative body of competent jurisdiction or (iv) in connection with any regulatory report, audit or inquiry, or (v) where requested by a regulator with jurisdiction over a party. For the avoidance of doubt, the Broker may disclose any confidential information to such of its affiliates and related companies' directors, officers, employees and agents who need to know such confidential information in connection with the use of the Electronic Trading Facilities.

12.2 The restrictions set out in Clause 12.1 on both parties shall not apply to information or knowledge which: -

- (a) is publicly available or becomes publicly available through no act or omission or otherwise default of a party; or
- (b) is previously known to the disclosing party (which must be demonstrable) without an obligation of confidentiality; or
- (c) independently developed by the disclosing party outside of these Terms and Conditions; or
- (d) rightfully obtained by the disclosing party from third parties without an obligation of confidentiality.

For the avoidance of doubt, this is a continuing obligation and will survive the termination of these Terms and Conditions.

13. Exclusion and Limitation of Liability

- 13.1 The Client acknowledges that the Electronic Trading Facilities is provided on an “as is” basis. The Broker and its Affiliates make no warranty, guarantee or representation of any kind, express or implied, and to the extent permitted by the Applicable Laws, expressly disclaims all statutory or implied warranties in relation to the Electronic Trading Facilities (and any results to be obtained from its use), including but not limited to warranties of satisfactory quality, quality or fitness for a particular purpose or use, accuracy, completeness, warranties arising from course of performance, course of dealing and usage of trade or their equivalents under the laws of any jurisdiction, and warranties that its functions will meet the Client's requirements, that its operation will be timely, accessible, secure, complete, reliable, uninterrupted or error-free, or that it will be free of viruses or harmful components.
- 13.2 The Broker shall not be liable or have any responsibility whatsoever for any delays, errors, interruptions or failure in transmission of Electronic Orders caused by or arising from the Electronic Trading Facilities.
- 13.3 The Client expressly acknowledges and agrees that the Broker have made no recommendation with respect to the Electronic Trading Facilities or any transactions in connection with the Electronic Trading Facilities and that the Broker and any third-party service providers selected by the Broker to provide the Electronic Trading Facilities on an “as is” basis at the Client’s sole risk.

14. Indemnity

- 14.1 The Client agrees to indemnify and keep the Broker indemnified against all losses, liabilities, obligations, damages, claims, judgments, costs, expenses or disbursements of any kind (including reasonable legal fees and expenses) which may be incurred or suffered by or asserted against the Broker resulting from: -
 - (a) the use by the Client of the Electronic Trading Facilities;
 - (b) any breach by the Client’s duties or obligations under the any of the Trading Agreements, including these Terms and Conditions;
 - (c) failed settlement of transactions through the Electronic Trading Facilities as a result of the Client’s default, negligence or fraud or that of the Client’s clearing broker; or
 - (d) failure by the Client to pay margin (as defined in the Trading Agreements) as and when required by the Broker (if applicable).

For the avoidance of doubt, this is a continuing indemnity and will survive the termination of these Terms and Conditions.

15. Regulatory Supervision

- 15.1 The Broker shall have no liability, and shall not be responsible, for any prejudice, loss or inconvenience, which the Client may suffer as a result of any action by any regulatory body in the exercise of its regulatory or supervisory functions over the Broker. The Client shall permit the Broker and/or any regulatory body to have access to such terminals, computer systems or equipment in respect of the Electronic Trading Facilities as the Broker and/or the regulatory body may request and the Client shall co-operate in answering any of their queries and render all reasonable assistance to the Broker and/or any regulatory body in relation to any aspect of the Electronic Trading Facilities.

16. Fees and Charges

- 16.1 The Client agrees and undertake to: -

- (a) pay to the Broker such deposit, subscription fees, access fees, usage charges and other costs, charges and expenses as may be imposed by the Broker from time to time for the use of the Electronic Trading Facilities;
- (b) pay such taxes, levies or charges whatsoever now or hereafter imposed by law or required to be paid and to promptly reimburse the Broker for any such payment made by the Broker on behalf of the Client; and
- (c) maintain a minimum credit balance in the Client's account as may be imposed by the Broker from time to time for the use of the Electronic Trading Facilities; and
- (d) permit the Broker to debit the Client's account, including the Trust Account for all the aforesaid charges.

17. Term and Termination

17.1 Either the Broker or the Client shall be entitled to terminate these Terms and Conditions by giving the other notice in writing of seven (7) days to that effect.

17.2 For the avoidance of doubt, termination of these Terms and Conditions shall not affect the rights and liabilities of the parties that have accrued prior to such termination.

18. General

18.1 The Client confirms that the Client shall not assign any rights, titles or interests under these Terms and Conditions to any party without prior written consent from the Broker.

18.2 These Terms and Conditions supplement and/or amend and are to be read together with the Trading Agreements. In the event of any inconsistency between these Terms and Conditions and the Trading Agreements, these Terms and Conditions shall prevail.

18.3 The Client agrees and acknowledge that these Terms and Conditions shall be for the benefit of the Broker and each and every member of its Affiliates and can be enforced against the Client by each of the members of its Affiliates as if they were a party to these Terms and Conditions.

18.4 These Terms and Conditions and the relationship between the Client and the Broker shall be governed by, and construed in accordance with, the laws of Malaysia. The parties hereby irrevocably submit to the non-exclusive jurisdiction of the courts of Malaysia.

19. Amendment

19.1 The Broker shall be entitled to amend, add to, delete or otherwise vary these Terms and Conditions as its absolute discretion and the Client shall be bound by such variation. The Broker may vary the functionality and trading rules of the Electronic Trading Facilities without notice.

RISK DISCLOSURE STATEMENT

Risk Disclosure Statement for Derivatives

This brief statement does not disclose all of risks and other significant aspects of trading in futures and options. In the light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures and options is not suitable for many members of the public. You should carefully consider whether trading is appropriate for you in light of your experience, objectives, financial resources and other relevant circumstances. Should you be in any doubt as to the extent of your exposure to the risks involved, kindly seek for professional advice.

FUTURES

1. Effect of "Leverage" or "Gearing"

1.1 Transactions in futures contracts carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract so that transactions are "leveraged" or "geared". A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit - this may work against you as well as for you. You may sustain a total loss of the initial margin fund and any additional funds deposited with the firm or broker to maintain your position. If the market moves against your position or margin levels are increased you may be called upon to pay substantial additional funds on short notice to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss, and you will be liable for any resulting deficit, whereupon the Broker may at its sole discretion be entitled to exercise all rights granted by law, including recovery of any loss or damages incurred by you.

2. Risk reducing orders or strategies

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

OPTIONS

3. Variable Degree of Risk

3.1 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.

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

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

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

ADDITIONAL RISKS COMMON TO FUTURES AND OPTIONS

4. Terms and conditions of contracts

4.1 You should ask the firm or broker with which you deal about the terms and conditions of the specific futures contracts or options which you are trading and associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying instrument of a futures contract and, in respect of futures contracts that are eligible exchange-traded options or futures 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 interest.

5. Suspension or restriction of trading and pricing relationships

5.1 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.

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

6. Deposited Cash and Securities

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

7. Commission and other charges

7.1 Before you begin to trade, you should obtain a clear explanation of all commission, fees and other charges involved for which you will be liable to pay. These charges will affect your net profit (if any) or may increase your losses. You shall be deemed to accept all commission, fees and other charges imposed by the Broker once you have begun to trade.

8. Transactions in Other Jurisdictions

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

9. Currency risks

9.1 The profit or loss in transactions in foreign currency denominated contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency. There is an inherent risk that, in overall, losses may be incurred as a result of such fluctuations of foreign exchange rate notwithstanding that you may have profited from the trading in futures contract. The Broker gives no assurances as to any exchange rates for the currency conversion.

10. Trading facilities

10.1 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 system, 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 member firms. Such limits may vary - you should ask the firm with which you deal for details in this respect.

11. Electronic Trading

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

12. Off-Exchange Transactions

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

13. Repatriation Risks

13.1 Trading in derivatives markets could be adversely affected by delays in, or refusal to grant, relevant approvals for the repatriation of funds or by any official intervention affecting the process of settlement of transactions. Consents granted prior to a transaction being made in any particular country may be varied or revoked, and new restrictions may be imposed.