

**FUTURES & OPTIONS TRADING IN SPECIFIED EXCHANGES FORM**

**PARTICULARS OF APPLICANT**

NAME

\_\_\_\_\_

NRIC/PASSPORT/ CO.REG. NO.

\_\_\_\_\_

ACCOUNT NO.

\_\_\_\_\_

I/We wish to trade in such classes of standardized derivatives in the Specified Exchanges (as defined under the Capital Markets and Services Act 2007 (the "CMSA") using the above trading account(s) opened and maintained with Inter-Pacific Securities Sdn Bhd ("IPS"). In connection with my/our request, I/We hereby undertake and agree at all times to abide by the following terms and conditions for trading in Specified Exchanges.

**TERMS AND CONDITIONS**

- I/We agree and shall abide by IPS policies, all applicable rules and regulations including but not limited to the relevant constitution, laws, rules, regulations, customs, usage, rulings and interpretations of the relevant Specified Exchanges, Bursa Malaysia Derivatives Berhad ("BMDB") and/or other Exchanges (and its clearing house, if any) where the transactions are executed and to all applicable governmental laws and regulations.
- I/We shall comply with the foreign exchange control laws (including but not limited to Exchange Control Notice 9; Investment Abroad) and obtain all the necessary approvals and/or necessary registrations required in relation to, including but not limited, to Bank Negara Malaysia ("BNM") or any other relevant authorities from time to time.
- I/We agree that my/our ability to trade in the Specified Exchanges is not restricted when BMDB is closed for trading.
- Transactions on Specified Exchanges in foreign jurisdictions may expose me/us to additional risk. That such Specified Exchanges may be subject to regulation, which may offer different or diminished investor protection. Domestic regulatory authorities may be unable to compel the enforcement of the rules or regulatory authorities or Specified Exchanges in other jurisdictions. I/We understand the nature and risks associated with dealings in Specified Exchanges, and the Rules of BMDB and that I/we shall assume full responsibilities for all the transactions executed in the account(s).
- In some jurisdictions, brokers are permitted to effect off-exchange transactions. That, IPS may be acting as my/our counter party to the transaction. That 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. That for these reasons, these transactions may involve increased risks. Those off-exchange transactions may be less regulated or subjected to a separate regulatory regime.
- I/We authorise IPS to transfer funds to and from all or any of my/our account(s) maintained by me/us with IPS, so as to settle, extinguish or diminish all or any part of my/our liabilities.
- I/We authorise IPS to transact at IPS discretion on my/our behalf foreign currency conversion(s) if my/our account shows any foreign currency shortfall without further reference to me/us.
- Trading in Specified Exchanges could be more volatile than those traded in BMDB and may be conducted when banking services are not available for me/us to meet margin call which is due and payable within one (1) hour of the margin call. I/We authorise IPS to liquidate at IPS discretion all or part of my/our position(s) if my/our Net Equity balance in my account(s) falls below 50% of the margin requirement or any other percentages which may be notified and determined at the absolute discretion of IPS from time to time.
- I/We undertake to read and understand the contents of such Specified Exchanges contract specifications and agree to be bound by all the terms and conditions therein prior to my/our execution with IPS of any Specified Exchanges transaction(s) thereof.

**DECLARATION AND UNDERTAKING FOR INVESTMENT ABROAD**

**BANK NEGARA MALAYSIA ECM 9: INVESTMENT ABROAD (Applicable to Individual and Corporate Resident Only)**

1. I/We hereby declare that pursuant to ECM 9: Investment Abroad issued by Bank Negara Malaysia ("BNM"), ( Tick where applicable )

- I/We have domestic ringgit borrowing\*, and will monitor my/our foreign currency conversion/investment in compliance with the BNM Requirement.
- I/We DO NOT have domestic ringgit borrowing\*.

2. In the event there are changes to the circumstances and/or details contained in this declaration and undertaking, I/We undertake to update IPS of the changes immediately, failing which you may proceed to take any actions you deem fit without further reference to me/us.

\*Any conventional and/or Islamic advances, loans, trade financing facilities, hire purchase, factoring facilities with recourse, financial leasing facilities, guarantees for payment of goods, redeemable preference shares, or similar facilities in whatever name or form in Ringgit excluding inter-company credit facilities within corporate group in Malaysia. The following are excluded:-

- |  |   |
|--|---|
| a) Performance guarantees and financial guarantees                               | e) One personal housing loan and one vehicle loan obtained from residents |
| b) Trade credit terms extended by a supplier for all types of goods and services | f) Inter-company borrowing within a corporate group                       |
| c) Operational leasing facilities  | g) Factoring facilities without recourse, and                             |
| d) Forward foreign exchange contracts entered into with licensed onshore banks   | h) Credit card and charge card facilities                                 |

Signature of Applicant \_\_\_\_\_

Date : \_\_\_\_\_

Company Stamp / Seal \_\_\_\_\_

Witness by CMSR \_\_\_\_\_

Name: \_\_\_\_\_

Date: \_\_\_\_\_

**FOR OFFICE USE ONLY**

Verified by: \_\_\_\_\_

Date: \_\_\_\_\_

Approved by: \_\_\_\_\_

Date: \_\_\_\_\_

Data Entry by: \_\_\_\_\_

Date: \_\_\_\_\_