Name of Client	·
Trading Account No.	:
Address	:
Date :	

To: CIMB Investment Bank Berhad
9th Floor Commerce Square
Jalan Semantan Damansara Heights
50490 Kuala Lumpur

Dear Sirs

## APPLICATION FOR CROSS BORDER SECURITIES TRADING VIA EXISTING TRADING ACCOUNT(S)

- 1. I/We wish to trade in securities listed on foreign exchanges ("non-ringgit securities") using the above existing trading account(s) maintained with you.
- 2. In connection with my/our request, I/we hereby undertake and agree at all times to abide by the following terms and conditions:
  - 2.1 the terms and conditions herein contained are in addition and to supplement the Terms and Conditions of Trading (the "Original Terms") between me/us with CIMB Investment Bank Berhad ("CIMB") and the additional terms and conditions are to be read and construed with the Original Terms currently enforced.
  - 2.2 that I/we will be conducting the Cross Border Securities Trading via https://my.itradecimb.com.sg being a platform provided by CIMB Securities (Singapore) Pte Ltd, your foreign counter party. I further understand and acknowledge that the platform is merely to facilitate my/our Cross Border Securities Trading activities and at no point in time the online FAQs and any information stated on the website shall be applicable to my/our Cross Border Securities Trading activities. For the avoidance of doubt, I/we shall at all times only refer to the information and FAQs on my/our Cross Border Trading Options at www.itradecimb.com.my.
  - 2.3 all transactions by CIMB on my/our behalf shall be subject to the applicable constitution, by-laws, rules, regulations, customs, usage, rulings and interpretations ("Rules") of the relevant exchanges on which the non-ringgit securities are listed and its clearing organization on which such transactions are executed or cleared by CIMB or its agents or any of its affiliates for my/our account, to all applicable Rules of governmental/foreign government authorities and self-regulatory organizations and to all applicable laws and regulations promulgated thereunder. Accordingly, CIMB or its agents or any of its affiliates may be required to provide information relating to my/our account. CIMB shall not be liable to me as a result of any action taken by CIMB or its agents or any of its affiliates to comply with any such Rule, law or regulation, including, without limitation, any liquidation, in whole or in part, of my/our positions or any other action taken in the event that any exchange declares an emergency.
  - the officers, employees, dealers or representatives of CIMB are irrevocably authorized to furnish all information in relation to or arising from or in connection with my/our account to Bursa Malaysia Securities Berhad, authorities or such other authority having jurisdiction over CIMB or to any other body or authority to whom CIMB is associated with including but not limited to CIMB Group Sdn Bhd ("CIMBG") and its subsidiaries and or other affiliates of CIMB at any time and from time to time inclusive foreign authorities as a result of my/our dealing in securities that are listed and quoted on selected foreign exchanges.
  - that I/we shall be bound by any other terms and conditions of agreements executed between you and your foreign counter party(ies) in relation to services rendered to facilitate my/our trading in non-ringgit securities and shall also read and fully understand your online Frequently Asked Questions (FAQs) at <a href="https://www.itradecimb.com.my">www.itradecimb.com.my</a> before commencing any Cross Border Securities Trading activities. In relation to internet trading facilities, you may, in your absolute discretion, determine and vary the frequency, manner of use or availability thereof to me/us from time to time.
  - you may in your absolute discretion determine and vary the available limit based on the proportionate ratio determined by you from my/our approved limit or my/our securities deposited and maintained with you for my/our dealing in non-ringgit securities through conventional means or the internet trading facilities, as the case may be. I/we further agree that you shall have the right at any time to refuse my/our orders or limit the purchases/sales ordered by me/us.

- 2.7 I/we undertake to pay you promptly any fees or other charges imposed by any relevant exchanges on which the non-ringgit securities are listed or any of its clearing organization; any taxes imposed by any competent authority on any account opened or transaction effected for me/us; and any fines or other penalties imposed by any competent authority except to the extent that such fines or other penalties may be imposed due to the gross negligence or willful misconduct of CIMB.
- 2.8 I/we understand and acknowledge that any trading recommendations and market or other information communicated to me/us by CIMB are incidental to the provision of services by CIMB to me/us under the trading terms and do not constitute an offer to sell or the solicitation of an offer to buy any securities whether listed on Bursa Malaysia Securities Berhad or any other stock exchanges. Such recommendations and information although based upon information obtained from sources believed by CIMB to be reliable, may be incomplete, may not have been verified and may be changed without notice to me/us. CIMB makes no representation, warranty or guarantee as to the accuracy or completeness of any market or other information or trading recommendations furnished to me/us or as to the tax consequences of my/our transactions.
- 2.9 I/we shall indemnify you and keep you indemnified from and against and in respect of all liabilities, losses, charges, expenses (inclusive legal fees and cost) claims, demands, actions and proceedings whatsoever which may be taken against or incurred or sustained by you directly or indirectly from or by reason of or in relation to or arising from or in connection with the use of the existing trading account for trading in non-ringgit securities or breach of any of the provisions of the Original Terms and the additional terms and conditions of trading set out herein.
- 3. I/we acknowledge and am/are aware that, for purposes of funding my/our trading in non-ringgit securities, I/we shall at all times comply with the relevant Exchange Control Notices of Bank Negara Malaysia ("ECM").
- 4. I/we further declare and affirm as follows:

## 4.1 Individual

I have not been adjudged a bankrupt and there is no pending bankruptcy proceedings against me as at the date hereof.

## Corporate

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

4.2	2	As defined under the ECM,	
		*   I/we am/are a resident	* \( \square \) I/we am/are a non-resident
		$^{\star}$ $\square$ I/we do not have domestic ringgit credit facilities	*   I/we have domestic ringgit credit facilities
4.3		I/we make this declaration in full knowledge and awareness of the reliance placed by CIMB on suddeclaration as a basis to make investments abroad on my/our behalf.	
4.4	1.4 I/we undertake to notify CIMB immediately in writing of any changes of the declaration given herein.		f any changes of the declaration given herein.
I/we hereb		cknowledge that I/we have received and understood the	above terms and conditions of trading and agree to

Witnessed by:

Signature of Applicant / Authorised Signatory(ies) (Corporate Client: Please affix company common seal or rubber stamp)	Dealer's Representative / Authorised Officer of CIMB Bank Berhad / Notary Public
Name: NRIC No. / Passport No./ :	Name:

Company Incorporation No.

<sup>\*</sup> Please tick whichever is appropriate

## TO BE COMPLETED BY DEALER'S REPRESENTATIVE / AUTHORISED OFFICER OF CIMB BANK BERHAD AND RISK MONITORING

RECOMMENDED BY DEALER'S REPRESENTATIVE / AUTHORISED OFFICER OF CIMB BANK BERHAD				
Trading Limit Allocation	Securities Listed on Bursa	Non-Ringgit Securities		
% (Total 100%)				
Signed By Dealer's Representative / Authorised Officer Of CIMB Bank Berhad				

FOR OFFICE USE ONLY				
RISK MONITORING  Main A/C Code :  Dealer/Remisier Code :	DATA MANAGEMENT  Client Code :  Data Entry by/Date:			
Approved Trading Limit :  Checked by/Date :  Approved by/Date :	Checked by/Date :  CIMB Securities Registration No:  (If Applicable)			
COMPLIANCE DEPARTMENT  Verified by :  Date :				