



**LT INTERNATIONAL
FUTURES (M) SDN BHD**
670247-X
(A Trading Participant of
Bursa Malaysia Derivatives Berhad)

Suite 14-01, Level 14
Wisma UOA II
No. 21 Jalan Pinang
50450 Kuala Lumpur
Malaysia

Tel: +603-2166 3278
Fax: +603-2166 6578

PRIVATE & CONFIDENTIAL

ACCOUNT OPENING FORM

CORPORATE CLIENT

COMPANY DETAILS

Tick [✓] where applicable

Name of Company: _____

Company Registration No: _____ Country of Incorporation _____

Type of company: Sole proprietor [] Partnership [] Private Limited Company []

Public Listed Company [] Society [] Government [] Others []

Date of Incorporation: _____ Nature of business: _____

Telephone No: (1) _____ (2) _____ Fax No: _____

E-mail Address: (1) _____ (2) _____

Contact person(s): (1) _____ (2) _____

Registered Address: _____

_____ Postcode _____

Correspondence Address: _____

_____ Postcode _____

Place of business: * Owned [] Rented []

BOARD OF DIRECTORS

| Names | NRIC/Passport Numbers |
|-------|-----------------------|
| | |
| | |
| | |
| | |
| | |
| | |

SPECIMEN SIGNATURES OF AUTHORISED PERSONS

The names and specimen signatures of persons authorised to issue instructions, operate and deal with all matters in relation to the Account are:

| Names | Specimen Signature |
|-------|--------------------|
| | |
| | |
| | |
| | |
| | |
| | |

FINANCIAL BACKGROUND

Authorised Capital RM _____

Paid-up Capital RM _____

Total Assets RM _____

Total Liabilities RM _____

Net Asset Value RM _____

BANKING INFORMATION

Bank Name & Branch _____

Address _____

Account No. _____

INVESTMENT OBJECTIVES

Speculation []

Hedging []

Arbitrage []

Others [] (please specify) _____

DO YOU HAVE ANY KNOWLEDGE OF DERIVATIVES

| | Knowledge | Trading Experience | Years of Experience |
|------------------------|------------------|---------------------------|----------------------------|
| Index Futures | *Yes / No | *Yes / No | |
| Commodities | *Yes / No | *Yes / No | |
| Options | *Yes / No | *Yes / No | |
| Interest Rate Futures | *Yes / No | *Yes / No | |
| Bonds | *Yes / No | *Yes / No | |
| Stock Market | *Yes / No | *Yes / No | |
| Others(please specify) | *Yes / No | *Yes / No | |

Does The Company Maintain A Futures Account With Another Broker?

Yes [] No []

If 'yes', with whom _____

LIST OF DOCUMENTS TO FURNISH

- Certified true copy of Business Registration Certificate. (Form 809) & Notice of Situation of Registered office(Form 44)
- Certified true copy of Change in Names (if any).
- Certified true copy of the Memorandum & Articles of Association.
- Certified true copy of Forms of Allotment of Shares.
- Certified true copy of Return Giving Particulars & Changes of Directors, Managers & secretaries.
- Certified true copy of Situation of Registered Office & of Office Hours and Particulars of Change.
- Certified true copy of Audited Accounts.
- Certified true copy of Board Resolution for Opening of Futures Trading Account with LTIF.
- Certified true copy of list of authorized persons/dealers and their specimen signature.

The Customer represents that the information given is true, complete and correct and that the representations in the attached agreement are accurate. The Company is entitled to rely on such information and representations for all purposes, unless the Company receives in writing of any changes. The Company is authorized at any time to contact any one, including Customer's bankers, brokers or any credit agency, for the purpose of verifying the information provided. We also acknowledge receipt of Account Opening Form, Client Agreement, and explanatory document & Risk Disclosure Statement and Contract Specifications.

Applicant Authorised Signature

Name:

Designation:

Date:

Applicant Authorised Signature

Name:

Designation:

Date:

DECLARATION BY FUTURES BROKER'S REPRESENTATIVE

I hereby agree to accept the above Company as my client. By signing below, I agree to abide By the Terms and Conditions in my Agreement with LT International Futures (M) Sdn Bhd.

Futures Broker's Representative Signature

Name:

NRIC No. :

Date :

| TO BE COMPLETED BY FBR | | | |
|--|---------------------|---------------------------|----------------------------|
| Products | Commission (RM) [a] | Derivatives Fees (RM) [b] | Total Charges (RM) [a + b] |
| FKLI | | | |
| Overnight per half turn | | | |
| Day/Spread/Scratch trade per half turn | | | |
| | | | |
| FCPO | | | |
| Overnight per half turn | | | |
| Day/Spread/Scratch trade per half turn | | | |
| | | | |

Name & Signature of FBR _____ Date _____

| FOR OFFICE USE ONLY | | | |
|---------------------|--|------|--|
| Reviewed by | | Date | |
| Approved by | | Date | |
| | | | |
| Data Entry | | | |
| Client Code | | | |
| Reviewed by | | Date | |
| Keyed-in by | | Date | |



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CLIENT AGREEMENT

AN AGREEMENT made this _____ day of _____

BETWEEN

LT International Futures (M) Sdn Bhd (Company No. 670247-X), a licensed corporation under the Capital Markets Services Act 2007, to carry on the regulated activity of trading in futures and options contracts and is registered as a General Clearing Participant of Bursa Malaysia Derivatives Clearing Berhad and a Trading Participant of Bursa Malaysia Derivatives Berhad, whose place of business is at Suite 14-1, Level 14, Wisma UOA II, No. 21, Jalan Pinang, 50450 Kuala Lumpur ("**LTIF**");

AND

_____ ("**The Client**").

RECITALS:

1. The Client wishes LTIF to trade in futures contracts on a futures market in accordance with the Client's instructions.
2. The Client wishes LTIF to provide or procure the provision of clearing services in respect of futures contracts executed by LTIF or any other trading participants of the Exchange.
3. LTIF agrees to open, operate and maintain an Account for the Client in accordance with the provisions of this Agreement.

IT IS HEREBY AGREED AS FOLLOWS :

1.1 DEFINITIONS

In this Agreement, the following words and phrases shall have the following meanings:

“Account” means any account opened by the Client with LTIF;

“Authorized Person” means the person or any of the persons designated in or pursuant to this Agreement to issue instructions in relation to an Account;

“Charged Securities” means such securities, investments and financial instruments (including the benefit of any foreign exchange contracts, Futures Contracts, Option Contracts or any other property whatsoever) as the Client may, with the agreement of LTIF, deposit with or transfer to LTIF by way of security to protect LTIF against any loss or risk of loss on present, future or contemplated Contracts;

“Client” means buyers, sellers, or persons authorized by the buyers or sellers who buy and/or sell futures contract including any company, firm, body corporate or a sole proprietorship firm;

“Close Out” means the entering into of a Contract equal and opposite to a Contract previously entered into so as to create a level position in relation to the Assets underlying the Contracts, or in relation to the Contracts themselves and fix the amount of profit or loss arising from such Contracts; and the terms “Closed Out Contract” and “Closing Out” shall be construed accordingly;

“Commodity” means any item and includes agricultural commodities, metals, currencies, shares, interest rates, indices (whether stock market or otherwise), or other financial contracts, energy, right or authority, and shall where the case requires include a Futures/Options Contract in respect of any of the above and in each case whether or not the item is capable of being delivered;

“Contract” means a Futures Contract or Option Contract entered into through a Representative;

“Business days” means any day when the Exchange is open for trading;

“Broker” means LTIF;

“Clearing House” means an agency or separate corporation as may be appointed by the Exchange to settle trading accounts, clearing trades, collecting and maintaining margin monies, regulating delivery and reporting trading data;

“Clearing House margin” means the amount of cash required by way of margin and/or variation adjustment (howsoever described) under the rules and regulations of the relevant Exchange, and/or Clearing House to be taken by LTIF from the Client together with all sums of margin and/or variation adjustment (howsoever described) for which LTIF must account to the relevant Clearing House;

“Client” means the person with whom LTIF has entered into this Agreement and such person’s successors in title and (if appropriate) legal representatives and shall include each Authorized Person; and

“Exchange” means Bursa Malaysia Derivatives Berhad.

“Futures Contract” means a contract the effect of which is that: -

- (1) one party agrees to deliver a specified commodity, or a specified quantity of a specified commodity, to another party at a specified future time and at a specified price payable at that time pursuant to terms and conditions set forth in the business rules or practices of an Exchange or futures market; or
- (2) the parties will discharge their obligations under the contract by settling the difference between the value of a specified quantity of a specified commodity at the time of the making of the contract and at a specified future time, such difference being determined in accordance with the business rules or practices of the Exchange or futures market at which the contract is made, and includes an Option Contract;

“LTIF” means LT International Futures (M) Sdn Bhd (Company No. 670247-X), and includes its Representatives and employees;

“Margin” means the amount of cash as may from time to time be required by LTIF from the Client for the purpose of protecting LTIF against any loss or risk of loss on present, future or contemplated Contracts and not being less than the relevant Clearing House margin;

“Open Contract” means a Contract which has not been closed out;

“Option Contract” means a contract giving one party the right but not the obligation to buy or sell an Asset at an agreed price on or on and agreed date for: -

- (1) settlement and/or delivery; or
- (2) payment or receipt of a sum of money on settlement by reference to an index or formula approved by the relevant Exchange;

“Representative” means LTIF representative who is duly licensed as a futures broker’s representative under the Capital Markets & Services Act 2007 Act and who is nominated by a Member to be registered as a trading representative and who may also be licensed as a dealer’s representative under the Capital Markets & Services Act 2007.

“Transaction” means the entering into of a contract, closing out or effecting delivery and/or settlement of contracts (which term shall include exercise or allocation of an Option Contract) in connection with this Agreement.

1.2 INTERPRETATION

In this Agreement unless there is something in the subject or context inconsistent with such construction or unless it is otherwise expressly provided:-

- (a) Words importing the masculine gender shall be deemed to include the feminine and neuter genders;
- (b) Words importing the singular number only include the plural and vice versa;
- (c) Words denoting persons shall include corporations and vice versa;
- (d) For the purpose of calculating any period of time stipulated herein, or when an act is required to be done within a specified period after or from a specified date, the period is inclusive of and time begins to run from the date so specified;

(e) A period of days from the happening of an event or the doing of any act or thing is done and if the last day of the period is a weekly holiday or public holiday (‘an excluded day’), the period shall include the next following day which is not an excluded day; and

(f) The expression ‘Ringgit Malaysia’ and the Abbreviation of “RM” shall mean the lawful currency of Malaysia.

2. COMPLIANCE WITH LAWS AND RULES

2.1 The Client and LTIF are bound by the Capital Markets and Services Act 2007 (“Act”) the business rules and customs, usages and practices of the Exchange, the business rules and the customs, usages and practices of the Clearing House.

2.2 All Contracts and all Transactions shall be subject to this Agreement and, in respect of those Exchange and/or Clearing Houses of which LTIF is a member, the constitution, rules and regulations of the relevant Exchange and/or Clearing House and to all applicable laws whether imposed on the Client or LTIF. Additionally: -

- (a) such constitutions, rules, regulations and laws as are so applicable and all such actions so taken shall be binding upon the Client but in the event of any conflict between this Agreement and any such constitution, rules, regulations and laws, the latter shall prevail;
- (b) in the event of such a conflict as mentioned in clause 2.2(a) above, LTIF may at its sole discretion disregard any unexecuted orders or rescind any executed Transactions;
- (c) the Client shall be responsible for obtaining in advance and maintaining any governmental or other consents required in connection with the Client entering into this Agreement or any Contract or that may effecting any Transaction in connection with this Agreement.

3. APPOINTMENT OF LTIF

- 3.1 In consideration of LTIF agreeing at the Client's request to allow the Client to open an account with LTIF and accepting appointment as the Client's broker for the purposes of trading in options and futures contracts, the Client HEREBY AGREES that all transactions executed by LTIF for the account shall be subject to the terms and conditions set out in this Agreement.

4. OPERATIVE PROVISIONS

- 4.1 The Client agrees and acknowledges:

4.1.1 That LTIF will be trading as a principal at all times and by reason thereof will be liable to the Exchange as such principal, notwithstanding that LTIF will be carrying out the instructions of the Client as the Client's agent and accordingly no such account is impressed with any trust or other equitable interest in favour of the Client. The Client further agrees and acknowledges that any benefit or rights accruing to LTIF in relation to its dealings with the Exchange or in relation to any registration of a futures contract with the Clearing House is personal to LTIF and need not be passed by LTIF to the Client.

4.1.2 Unless otherwise required by the provisions contained in the Act, the Rules and Regulations of the Exchange or other applicable law, rule or regulation, LTIF shall have no obligation to provide the Client with information with respect to any position of the Client but shall have the right at its discretion to close any position in any account LTIF may carry on behalf of the Client.

4.1.3 The operation of the Client's accounts shall always be subject to LTIF overriding right (without having to assign any reason therefore) to refuse to act for the Client in any particular transaction.

4.1.4 That he shall be liable for all losses whether or not the Client's accounts are liquidated and for any debts and deficiencies in the Client's accounts including all debts and deficiencies resulting from a liquidation of the Client's accounts.

4.1.5 That in relation to all trading in futures contracts on behalf of the Client or pursuant to his instructions and all contracts registered by LTIF with the Clearing House relating to those trades, the Client agrees to waive and shall have no right or cause of action or remedy against the Exchanges, the Clearing House 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.

4.1.6 Clauses 4.1.4 and 4.1.5 shall not affect any right, entitlement or remedy that LTIF shall have against the Client.

4.1.7 That the account shall be handled in accordance with the rules of the Exchange and the Client shall abide by the position limits set by the Exchange and notified by LTIF to the Client and the Client shall not acting alone or in concert with others, violate the position (or exercise limits) that are set by the Exchange from time to time.

4.1.8 LTIF is required, upon the request of the Exchange or the Clearing House or any entity who has the authority to require disclosure of the same, to disclose the name, beneficial identity and such other information concerning the Client as the Exchange or the Clearing House or any entity who has the authority to require disclosure of the same may require and the Client irrevocably and unconditionally authorizes LTIF to provide such information concerning the Client as LTIF may require in order for LTIF to comply with such requirements.

4.1.9 Orders are to be received and executed on the understanding that the Client where applicable shall be required to take or make delivery of the commodity unless the Client's initial position is liquidated and that unless disclosed herein or otherwise to the Client in writing LTIF is acting only as broker and/or dealer in all transactions between LTIF and the Client.

4.1.10 LTIF shall not be liable (in respect of matching Contracts or otherwise) if the relevant Exchange, Clearing House and/or Representative has ceased for any reason

(including setting off LTIF's positions with it) to recognize the existence of any Contract or fails to perform or close out any Contract, but such cessation or failure shall not affect the Client's obligations and liabilities hereunder in respect of such Contracts which the Client has required LTIF to open and which have not been closed out or other obligations or liabilities of the Client arising therefrom.

4.1.11 THE CLIENT ACKNOWLEDGES THAT SUBJECT TO ANY PROVISIONS OF THE ACT AND ANY APPLICABLE LAW LTIF MAY TAKE THE OPPOSITE POSITION TO THE CLIENT'S ORDER IN RELATION TO ANY EXCHANGE TRADED FUTURES CONTRACTS, WHETHER ON LTIF'S OWN ACCOUNT OR FOR THE ACCOUNT OF ITS ASSOCIATED COMPANY OR OTHER CLIENTS OF LTIF, PROVIDED THAT SUCH TRADE IS EXECUTED COMPETITIVELY ON OR THROUGH THE FACILITIES OF THE EXCHANGE IN ACCORDANCE WITH ITS RULES OR THE FACILITIES OF ANY OTHER COMMODITY OR FUTURES EXCHANGE IN ACCORDANCE WITH THE RULES AND REGULATIONS OF SUCH OTHER EXCHANGE.

4.1.12 THE CLIENT ACKNOWLEDGES THAT TRADING IN FUTURES CONTRACTS INCURS THE RISK OF LOSS AS WELL AS THE PROSPECT OF PROFIT.

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

4.1.14 That LTIF, its directors, agents, employees or persons may trade in futures contracts on their own account.

4.1.15 Written confirmations of the execution of the Client's orders and statements of the Client's accounts issued by LTIF shall be conclusive and deemed to be accepted if not objected to in writing by the Client directed to the address of LTIF set out herein (or such other address given to the Client hereafter in writing by LTIF) within two (2) business days after transmittal thereof to the Client by mail or otherwise.

4.1.16 That LTIF shall not be in any way liable for any loss whatsoever, damages or expenses of any kind suffered or incurred by the Client as a result of or arising out of or in connection with:-

- (a) any information provided to an employee or registered representative of LTIF relating to a transaction entered into or proposed to be entered into by the Client or LTIF pursuant to this Agreement;
- (b) any information, directions or instructions which the Client or any person purporting to act on behalf of the Client may have given or claim to have given to an employee or registered representative of LTIF in relation to any transaction or intended transaction;
- (c) any advice, forecast, opinion or statement of intention to the Client in relation to price movements or positions or the likely or possible profitability of any transaction or any futures contracts given by an employee or registered representative of LTIF to the Client;
- (d) any futures contract;
- (e) any delay or error in the transmission or execution of any order given or placed by the Client;
- (f) any action or failure by to an employee or registered representative of LTIF to place or activate a stop loss order or any order; and
- (g) any breach of the Act or regulations by the Client or any person purporting to act on behalf of the Client.

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

4.1.17

- (a) Unless specific written instructions are given to LTIF at the time instructions are given to trade in futures contracts on its behalf, LTIF shall allocate all future contracts for clearing.
- (b) If the Client does not want LTIF to allocate futures contracts for clearing purpose it shall, when giving written instructions to LTIF, specify the name of the Clearing member to whom the confirmed future contracts is to be allocated for clearing.
- (c) Upon execution of the Client's instructions, LTIF shall allocate the relevant confirmed futures contracts to the clearing member accepting the trade.
- (d) Where the Client instructs LTIF to allocate a futures contract to a clearing member and that clearing member refuses to accept the allocation, the Client shall, make alternative arrangements failing which LTIF may at its absolute discretion accept the allocation. In the event that LTIF decides not to accept the allocation, the Client shall be in default under clause 6.

4.1.18 Each employee and Representative of LTIF acts as the agent of LTIF in connection with LTIF business of trading in Futures Contracts and LTIF is liable for all such acts of the agent.

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

4.1.20 LTIF will record conversations with the Client or the Exchange without warning.

4.1.21 LTIF shall be entitled to assume the genuineness and authenticity of any instructions given or purportedly given by or on behalf of the Client to any of its Representatives and that LTIF shall not be obliged to make any enquiry and shall be entitled to act and the Client hereby instructs LTIF to act upon any such instructions believed by it to be genuine.

4.1.22 The Client's instructions to LTIF 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 LTIF.

4.1.23 It 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 notified by LTIF to the Client in writing from time to time. All stamp duty, costs and expenses incurred for, or to be incurred on behalf of the Client shall be paid by the Client as invoiced by LTIF.

4.1.24 To maintain such collateral and/or margin as LTIF may from time to time in its discretion require. The Client also agrees to pay immediately on demand any amount owing with respect to any of the Client's accounts. Against a position in any contract prior to the maturity thereof the Client shall give to LTIF instructions to cover or furnish it with all necessary delivery documents and/or settlement instructions, in default thereof LTIF may without demand or notice cover the liability in the manner it deems most appropriate or if any order to buy in such contracts cannot be executed under prevailing conditions may take any other action as it shall deem appropriate. The Client understands that the Client shall be responsible for all the expenses incurred by LTIF in connection with the above and that LTIF shall not be liable for any loss that may thereby be incurred.

4.1.25 All money, securities or other property received by LTIF from the Client or from any other person (including a Clearing House) for the account of the Client shall be held by LTIF as trustee and segregated from LTIF own

assets. These assets so held by LTIF shall not form part of the assets of LTIF for insolvency or winding up purposes but shall be returned to the Client promptly upon the appointment of a provisional liquidator, liquidator or similar officer over all or any part of LTIF business or assets.

4.1.26 That LTIF shall be entitled to retain for its own account any and all interest that may be earned on the Client's moneys held in the Client's account(s).

4.1.27 In the case of disposal of any commodity by LTIF at the direction of the Client and the inability of LTIF to deliver the same to the purchaser by reason of the Client's failure to supply LTIF therewith, LTIF shall be authorized to borrow any security commodity or other property necessary to make delivery thereof and the Client hereby agrees to indemnify and hold LTIF harmless against any loss which LTIF may sustain thereby and any premium which LTIF may be required to pay or for any loss which LTIF may sustain by reason of the inability of LTIF to borrow any such security commodity or other property.

4.1.28 That the Client hereby appoints the Chief Executive Officer of the Clearing House of the Exchange as the Client's agent to do all things necessary to transfer any open contact held by LTIF on behalf of the Client and any money and security standing to the credit of the Client's account with LTIF to another exchange participant of the Exchange in the event that the rights of LTIF as an exchange participant of the Exchange are suspended or revoked.

4.2 Representation by Client

The Client represents to LTIF that:

4.2.1 Except as disclosed in writing to LTIF, no one has any interest in or controls the accounts of the Client with LTIF.

4.2.2 He has the authority and the capacity to enter into and perform this Agreement.

4.2.3 Where the Client is an individual, he is not an infant or minor and is of sound mind.

4.2.4 He is not an employee of a person licensed by or registered with the Securities Commission or in the event that he is so connected, he shall deposit with LTIF upon the signing hereof a written consent by a person who is authorized to consent to such trading by the Client.

4.2.5 Where the Client designates more than one legal person, their liabilities hereunder shall be joint and several.

5. INDEMNITY

5.1 The Client shall indemnify and keep indemnified LTIF against any and all liabilities, losses, damages, actions or proceedings and reasonable costs and expenses incurred or suffered by LTIF in connection with or arising out of any act or thing duly done by LTIF 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 LTIF 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 LTIF in the enforcement of any of the provisions of this Agreement or by reason of anything lawfully done by LTIF in accordance with, pursuant or incidental to this Agreement or by reason of LTIF complying with any direction, request or requirement of the Exchange, the Clearing House or other regulatory authority.

6. DEPOSITS AND MARGINS

6.1 The Client shall maintain with LTIF a deposit ("the Deposit Amount") in the account and pay such margins or lodge or deposit such acceptable securities (to be determined by LTIF in its absolute discretion) as may be required by LTIF from time to time in connection with the trading by the Client in futures contracts.

6.2 The Client agrees and acknowledges that:

(a) the Client's liability in respect of margin calls is not limited to the amount of the deposit;

- (b) that upon a call being made by LTIF for payment of a further deposit or margin (by whatever terms those obligations are described) or for the deposit or lodgement of securities as the broker, in its absolute discretion feels is necessary to protect itself from the personal obligation incurred by the Client dealing in futures contracts, the Client shall forthwith make such payment and/or deposit with LTIF and do all such acts and things and execute all such instruments and documents pursuant to the call made by LTIF;
 - (c) that the liability to pay margin accrues at the time the margin requirement comes into existence regardless of when a call is made;
 - (d) 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; and
 - (e) in relation to trades conducted on the Exchange and registered with the Clearing House 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 LTIF.
- 6.3 All margin calls or demands for variation adjustments must be met by the Client no later than the business day immediately following the date of accrual of liability for margin payments (hereinafter called "the Period"). However, LTIF reserves the right to require payment within a shorter period, should it in its absolute discretion determine it necessary. If LTIF determines that more margin or variation adjustment than that specified by the Exchange or its Clearing House is required the Client shall deposit with LTIF such additional margin or variation adjustment. LTIF shall be entitled to change margin requirements or variation adjustment in such manner and at such time as it shall deem fit. Should the Client fail to meet any margin call or demand for variation adjustment within the Period or such shorter period, LTIF being obligated under the rules of the Exchange and/or the Clearing House will close out the Client's open contact. A margin call or demand for variation adjustment shall be deemed to have been received by the Client when it is left as a voice message at the number or sent by email to the address notified by the Client. If the Client cannot be contacted at the telephone number notified by the Client, LTIF is not obliged to attempt to contact the Client again, and may thereupon exercise its powers to close out the Client's open contact. If in the opinion of LTIF the relevant market has fallen substantially in a short time, LTIF may exercise its powers to close out the Client's open contact without any call, notice or demand. LTIF is obliged to report to the Exchange particulars of all open contact in respect of which two successive margin calls or demands for variation adjustment are not met within the Period or such shorter period. No previous margin requirement or variation adjustment requirement shall establish any precedent and any revised margin requirements or variation adjustment.
- 6.4 Any debt balances on the account with LTIF shall be charged with interest at the rate of 3% p.a. above Maybank's Base Lending Rate (both before as well as after any judgment or order of Court).
- 6.5 All amounts held by way of margin shall be held on trust in a segregated account to apply the same for the following purpose: -
- (a) to apply in or towards satisfaction, or in reimbursement of LTIF, of all costs, damages, losses, liabilities and expenses incurred under or in respect of all and any Contracts, Transactions and/or Contracts and all liabilities and expenses (including fees) incurred as a result of the performance by LTIF of its duties or the exercise by LTIF of its rights, powers and/or privileges hereunder (irrespective of the currency in which the same may be denominated); and
 - (b) subject to LTIF being satisfied that all such costs, damages, losses, liabilities and expenses referred to in sub-paragraph (a)

above have been satisfied, discharged or otherwise released, to repay any surplus which is, attributable to such Transaction, Contract to the Client.

6.6 The Client further agrees: -

- (a) that his liability to pay any premiums accrues at the time the trade is executed regardless of when a demand for payment of the same is made and interest at the rate specified in clause 5.4 above is chargeable from the date such liability arises; and
- (b) that he is responsible to pay in cash any deficit owing to LTIF after close out of the Client's Contracts or closure of the account and that if the Client defaults in payment of such deficit, LTIF may realize any Charged Securities held by LTIF and apply the proceeds against the deficiency.

7. TERMINATION AND DEFAULT

7.1 Either party may terminate this Agreement at any time by giving the other seven (7) days notice in writing. Unless otherwise agreed in writing, the termination of this Agreement shall take effect on expiry of the seven (7) days notice, LTIF will close out all the Client's Contracts and close out, leave it to expiry and exercise any options not yet exercised.

7.2 In the event:-

- (a) That the Client is in default whether by failure to provide when called upon to do so or when due any documents or monies (as the case may be) to which LTIF is entitled, or shall suspend payment;
- (b) The Client fails to meet margin call for deposit or margin or (where acceptable to LTIF) to lodge securities in lieu thereof;
- (c) That the Client is in breach, voluntary or otherwise, of any of the provisions of this Agreement or of the by-laws, rules and regulations of the appropriate exchange and/or Clearing House;

(d) 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 LTIF;

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

7.3 That the Client is an individual and:-

- (a) A Petition for bankruptcy shall be filed against it; or
- (b) A Trustee in Bankruptcy is appointed of the property or business of it;
- (c) The Client shall die; or

7.4 That the Client is a corporation and:-

- (a) A Petition shall be filed for its winding up; or
- (b) A Provisional Liquidator or Liquidator or similar officer shall be appointed of its property or business in any proceedings whatsoever;

That LTIF in its sole discretion can terminate this Agreement forthwith. LTIF can exercise its sole discretion to close without liability to the Client any or all outstanding contracts, cover any short position or liquidate any long position the Client may have with it, in either case through purchase or sale on any exchange or other market and to sell as LTIF may deem appropriate any or all property held in the Client's account or accounts either individually or jointly with others and any collateral deposited with LTIF; to cancel any open orders for the purchase or sale of any such property as aforesaid and to borrow or buy in any such property whatsoever found necessary by LTIF or required to make delivery against any sale, including a short sale, effected for the Client IT BEING UNDERSTOOD THAT a prior tender, demand for original or additional margin or call of any kind from LTIF, or prior or outstanding demand or call from LTIF, or notice of the time and place of such sale or purchase shall not be considered a waiver of its right to dispose of, purchase or close out any positions or collateral, at any time.

- 7.5 After deducting all costs and expenses in connection with any such transactions, LTIF may apply any remaining proceeds to the payment of any liabilities the Client may have to LTIF and in the event such proceeds are insufficient for the payment of liabilities the Client and its personal representative as the case may be shall promptly upon demand pay to LTIF and indemnify and hold LTIF harmless against any differences or deficiencies arising therefrom or in the account or accounts of the Client; together with interest thereon and all professional costs and/or expenses incurred by LTIF in connection therewith (including solicitors' and counsel's fee) shall be a debt immediately due and payable to LTIF. Debit balance(s) in such account(s) shall be charged with interest at such rate as LTIF shall decide from time to time.
- 7.6 The termination of this Agreement for whatever reason shall not affect any other rights or remedies available to LTIF in this Agreement or in law, in particular but without limitation, the right to recover damages against the Client.
- 7.7 In the event that the Client has more than one existing Account, (including a discretionary Account), LTIF may at any time, and without notice to the Client, combine or consolidate all or any of them and set off or transfer any sums standing to the credit of any one or more of them in or towards satisfaction of any of the liabilities to LTIF of the Client on any Account or in any other respect, including liabilities under facilities or accommodation for any unexpired fixed term or in respect of foreign exchange dealings or under guarantees or indemnities or any other instruments whatsoever given or assumed by LTIF at the Client's request, whether such liabilities be present or future, actual or contingent, primary or collateral or joint and several.
- 7.8 Where any such set-off or combination requires the conversion of one currency into another, such conversion shall be calculated at the rate of exchange (as determined by LTIF and binding in all respects upon the Client) utilized

by LTIF in the normal course of business for such currencies at the time of the combination or set-off.

- 7.9 In addition to the right of set-off, the Client hereby authorizes LTIF at any time and from time to time to permit the utilization of the sums standing to the credit of the account or accounts towards settlement of the outstanding balances in any other account or accounts of the Client with LTIF or any other subsidiary of LTIF and the LTIF is further authorized to transfer such credit balances towards settlement of the outstanding balances in such other accounts.

8. GOVERNING LAW AND JURISDICTION

- 8.1 Any dispute arising out of this Agreement is to be settled by arbitration or by court proceedings in the absolute discretion of LTIF which shall be binding absolutely on the Client. Any dispute which may be referred to arbitration shall be settled in accordance with the by-laws, rules and regulations of the appropriate exchange and/or relevant Clearing House, if any, and the Client hereby expressly agrees to accept the award of any such arbitration as absolute and final.
- 8.2 By execution and delivery of this Agreement the Client hereby irrevocably submits and accepts unconditionally the non-exclusive jurisdiction of the courts of Malaysia.

9. NOTICES

All notices hereunder shall be in writing and shall be deemed sufficiently served if delivered by hand at or sent by registered post or telefax (with copy sent by registered post) either to the party to whom such notice is addressed at its address or to such other address as such party may notify to the other party in writing or to such party's solicitor or agents duly authorized. A notice which is sent by registered post shall be deemed to have been served within three (3) days from the date of posting and a notice sent by telefax shall be deemed to be served upon the completion of the transmission thereof.

10. RISK DISCLOSURE STATEMENT

The Client acknowledges receipt of a risk disclosure statement from LTIF and the execution of a duplicate of that risk disclosure statement after reading the said statement and understanding the same. The Client states that the Client has considered the Client's own objectives, financial situation, needs and risks involved and have formed the opinion that dealing in futures contracts is suitable for the Client.

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

11. INVALIDITY AND SEVERABILITY

Any term, condition, stipulation, provision, covenant or undertaking in this Agreement which is illegal void prohibited or unenforceable shall be ineffective to the extent of such illegality, voidness, prohibition or unenforceability, without invalidating the remaining provisions hereof, and such illegality, voidness, prohibition or unenforceability shall not invalidate or render illegal, void or unenforceable any other term, condition, stipulation, provision, covenant or undertaking herein contained.

12. HEADINGS

Headings and sub headings in this Agreement are inserted merely for convenience of reference only and shall be ignored in the construction and interpretation of any of the provisions herein contained.

13. RECITALS

The recitals and schedules of and to this Agreement shall have the effect and be construed as an integral part of this Agreement.

14. NO ASSIGNMENT SUCCESSION

- (a) The Client may not assign any rights or obligations under this Agreement or any Contract.
- (b) All the provisions of this Agreement shall survive any changes or successions in LTIF's business and shall be binding, where the Client is a corporation upon its successors, and where the Client is an individual upon his personal representatives.

15. WAIVER & VARIATION

- (a) The Client acknowledges that no act, omission to act or forbearance by LTIF or any of its employees, servants or agents shall be, or be deemed to be, a waiver by LTIF of any rights against Margin, Charged Securities or any other assets of the Client on hand with LTIF.
- (b) This Agreement cannot be varied or added to without the prior written consent of the Client and LTIF.

15. TIME OF ESSENCE

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

16. PAYMENTS TO CLIENTS

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

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IN WITNESS WHEREOF the parties hereto have set their hands the day and year first above written.

SIGNED by)
for and on behalf of)
LTIF)
in the presence of

Witness Signature

LT INTERNATIONAL FUTURES (M) SDN BHD
(COMPANY NO. 670247-X)

Witness Name

SIGNED by)
for and on behalf of)
Client)
in the presence of

Client's Signature
Name:

Witness Signature

Witness Name

RISK DISCLOSURE STATEMENT

It is required by the Future Industry Regulations that all Trading Participants must furnish to all clients a Risk Disclosure Statement containing at minimum terms prescribed in the statement below.

This brief statement does not disclose all the risks and other significant aspects of trading in futures, options and leveraged foreign exchange. In 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 the risks. Trading in futures, options and leveraged foreign exchange may not be suitable for many members of the public. You should carefully consider whether such trading is appropriate for you in the light of your experience, objectives, financial resources and other relevant circumstances. In considering whether to trade, you should be aware of the following:

FUTURES

1. Effect of 'Leverage' or 'Gearing'

Transactions in futures and leveraged foreign exchange carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract or leveraged foreign exchange transaction so that the transaction is highly '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 funds and any additional funds deposited with the firm 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 in order to maintain your position. If you fail to comply with a request for additional funds within the specified time, your position may be liquidated at a loss and you will be liable for any resulting deficit in your account.

2. Risk-Reducing Orders or Strategies

The placing of certain orders (e.g. 'stop-loss' 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. At times, it is also difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

OPTIONS

1. Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarize themselves with the type of options (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 would have to increase for your position to become profitable, taking into account the premium paid and all transaction costs. The purchaser of options may offset its position by trading in the market 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 or leveraged foreign exchange transaction, the purchaser will have to acquire futures or leveraged foreign exchange position, as the case may be, with associated liabilities for margin (see the section on Futures and Leveraged Foreign Exchange Trading above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium paid plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that, ordinarily, the chance of such options becoming profitable is remote. Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of the amount of premium received. The seller will be liable to deposit additional margin to maintain the position if the market moves unfavorably. 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 contract or a leveraged foreign exchange transaction, the seller will acquire a future or leveraged foreign exchange position, as the case may be, with associated liabilities for margin (see the section on Futures and Leveraged Foreign Exchange Trading above). If the option is 'covered' by the seller holding a corresponding position in the underlying futures contract, leveraged foreign exchange transaction or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited. Certain exchanges in some jurisdictions permit deferred payment

of the option premium, limiting the liability of the purchaser to 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, OPTIONS AND LEVERAGED FOREIGN EXCHANGE TRADING

1. Terms and Conditions of Contracts

You should ask the corporation with which you conduct your transactions for the terms and conditions of the specific futures contract, option or leveraged foreign exchange transaction which you are trading and the associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract or a leveraged foreign exchange transaction and, in respect of 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.

2. Suspension or Restriction of Trading and Pricing Relationships

Market conditions (e.g. illiquidity) or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss. Further, normal pricing relationships between the underlying interest and the futures contract, and the underlying interest and the option may not exist. This can occur when, e.g., 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.

3. Deposited Cash and Property

You should familiarize yourself with the protection accorded to any money or other property which you deposit for domestic and foreign transactions, particularly in a firm's insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property 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.

4. Commission and Other Charges

Before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

5. Transactions in Other Jurisdictions

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

6. Currency Risks

The profit or loss in transactions in foreign currency-denominated futures and options 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.

7. Trading Facilities

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the one or more parties, namely the system provider, the market, the clearing house or member firms. Such limits may vary. You should ask the firm with which you conduct your transactions for details in this respect.

8. Electronic Trading

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

9. Off-Exchange Transactions

In some jurisdictions, firms are permitted to effect off-exchange transactions. The firm with which you conduct your transactions 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 familiarize yourself with the applicable rules and attendant risks.

TO SUM UP:

The risk of loss in trading futures contracts or options is substantial. In some circumstances, you (the Client) may sustain losses in excess of your initial margin funds. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily avoid loss. Market conditions may make it impossible to execute such orders. You may be called upon at short notice to deposit additional margin funds. If the required funds are not provided within the prescribed time, your position may be liquidated. You will remain liable for any resulting deficit in your account. You should therefore study and understand futures contracts and options before you trade and carefully consider whether such trading is suitable in the light of your own financial position and investment objectives. If you trade options you should inform yourself of exercise and expiration procedures and your rights and obligations upon exercise or expiry.

Transactions in futures 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 initial margin funds and any additional funds deposited with the firm 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.

This brief statement does not disclose all of the risks and other significant aspects of trading in futures and options. In 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.**

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ACKNOWLEDGEMENT OF RECEIPT OF THIS RISK DISCLOSURE STATEMENT

This acknowledges that I/we have received a copy of the RISK DISCLOSURE STATEMENT and understand its contents.

Date: _____

Signature of Client

Name of Client

NRIC No. /Passport No. :

Signature of witness

Name of witness

NRIC No. /Passport No. :

Note:

"Margin" means an amount of money, securities, property or other collateral, representing a part of the value of the contract or agreement to be entered into, which is deposited by the buyer or the seller of a futures contract or in a leveraged foreign exchange transaction to ensure performance of the terms of the futures contract or leveraged foreign exchange transaction.

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[Company's Letterhead]

SAMPLE OF A BOARD OF DIRECTOR'S RESOLUTION

RESOLVED:-

APPOINTMENT OF **LT INTERNATIONAL FUTURES (M) SDN BHD** AS BROKER FOR TRADING ON BURSA MALAYSIA DERIVATIVES BERHAD (BMDB) FOR FUTURES AND OPTION CONTRACTS PASSED ON *[insert date]*

THAT the Company shall appoint LT International Futures (M) Sdn Bhd as the Company's broker for the purpose of trading in futures and option contracts on Bursa Malaysia Derivatives Berhad (BMDB) and that any director is authorized to sign on behalf of the Company the Client Agreement and all other relevant Account Opening documents with the said broker.

THAT the following persons be authorized to trade and withdraw funds on behalf of the company, namely:

Authorized to **TRADE**
By any of the following

1. _____
2. _____
3. _____

Authorized to **WTHDRAW FUNDS**
By any **ONE / TWO** of the following

1. _____
2. _____
3. _____

[Company's Letterhead]

SAMPLE OF A BOARD OF DIRECTOR'S RESOLUTION

The above is/are hereby authorized by the Company for the purpose of trading on the BMDB for futures and option contracts for and on behalf of the company through the aforesaid broker. For this purpose, the Company hereby authorizes the said person(s) to give instructions to the said broker, whether written or verbal or in any manner acceptable to the broker to place orders and to deliver on behalf of the Company in respect of the above and further the said officer(s) is/are hereby authorized to sign any agreements, consents, approvals, forms and any other papers as may be required by the relevant authorities to be signed by the Company in relation to trading on the BMDB for the futures and options contracts or in any way incidental thereto and further to do any act or thing as may be required from time to time.

We approve the above resolution:-

BOARD OF DIRECTORS

Signature Director
Name:

Signature Director
Name:

Signature Director
Name:

Signature Director
Name: