

# Derivatives Corporate/ Institution Application Form



# DERIVATIVES

## CORPORATE/ INSTITUTION APPLICATION FORM

Before returning your Application, please ensure that all relevant sections are completed correctly and clearly and that all relevant documents are attached.

Document	Verification
<p><b>Account Opening Application Form and the relevant Schedules</b></p> <ul style="list-style-type: none"><li>To affix company stamp and signed by the Authorised Personnel as appointed in the Board Resolution</li><li>Specimen Signature of all Authorised Personnel must be provided</li></ul> <p><b>Personal Identity Documents:</b></p> <ol style="list-style-type: none"><li>Clear and valid copies of NRIC/Passport of all Director(s), Authorised Person(s), Principal Shareholder(s) and Ultimate Beneficial Owner(s).</li></ol> <p><b>Supporting Documents:</b></p> <ol style="list-style-type: none"><li>Memorandum and Articles of Association</li><li>Certificate of Incorporation</li><li>Extract of Board Resolution (original copy) or Full Board Resolution (certified true copy)</li><li>Latest Audited Financial Statements or Management Accounts</li></ol> <p><b>For Tax Haven Companies Only:</b></p> <ol style="list-style-type: none"><li>Certificate of Good Standing from a law firm</li><li>Director's Guarantee</li></ol> <p><b>For non-face-to-face contact Only:</b></p> <ol style="list-style-type: none"><li>Original or certified true copy of Utility Bill or Bank Statement as Proof of Address (Bill and Statement must be issued within the last 6 months)</li></ol>	<p><b>Signatures on the application form to be verified/witnessed &amp; Personal Identity Documents to be certified as true copy by:</b></p> <ul style="list-style-type: none"><li>DBS Vickers/DBS/POSB staff #</li><li>Lawyer</li><li>Notary Public</li><li>Commissioner of Oaths</li><li>Member of Judiciary</li><li>Embassy, Consulate or High Commission of the country of issue of Identity documents</li></ul> <p><b>Supporting Documents to be certified as true copy on the first page by:</b></p> <ul style="list-style-type: none"><li>Company Secretary or Director of the Corporation.</li></ul>

\*Subject to staff availability. Please contact DBS Vickers Securities (Singapore) Pte Ltd (Customer Service, Derivatives Department) to make arrangements if you are visiting a DBS Group Office outside of Singapore for verification/certification of documents. For clarification on the suitability of certifiers, please contact Customer Service, Derivatives Department at (65) 6398 7219.

### Please return your application by:

Fax to	(65) 6538 9057
Email	Scan the application and the relevant documents and email to <a href="mailto:cs@dbsvickers.com">cs@dbsvickers.com</a>
<b>NOTE:</b>	<ol style="list-style-type: none"><li>If you are sending your application via fax or email, you would still be required to submit the original application and certified true copies of the supporting documents to DBS Vickers. To expedite the account application process, we will start to process the faxed or email scanned copies while waiting for the original documents.</li><li>Upon receipt of the original documents and approval of your account application, we will notify you and provide information on Remittance Instructions via email. Please do NOT remit the funds until your account application has been received and processed by DBS Vickers.</li></ol>
Mail in the original application to	DBS Vickers Securities (Singapore) Pte Ltd 8 Cross Street, #02-01, PWC Building Singapore 048424 Attn: Customer Service, Derivatives Department

# APPLICATION CHECKLIST

Description		Applicable To
<input type="checkbox"/>	Corporate / Institution Application Form	All customers
<input type="checkbox"/>	Schedule 1 Risk Disclosure - Securities and Futures Act (CAP. 289) Securities and Futures (Licensing and Conduct of Business) Regulations (Rg 10)	All customers
<input type="checkbox"/>	Schedule 2 Notification on SGX Futures Trading Rule (FTR) 1.6 on Exclusion of Liability, Disclaimer of Warranties & Statutory Immunity	All customers
<input type="checkbox"/>	Schedule 3 Trading Recommendation / Advice Declaration	All customers
<input type="checkbox"/>	Schedule 4 Risk Disclosure - Commodity Trading Act (Chapter 48A) Commodity Trading Regulations	Customers who wish to trade in commodity contracts
<input type="checkbox"/>	Schedule 5 Authorisation For Auto-Conversion Of Currency	Customers who wish to trade on futures exchanges that transact in controlled currency
<input type="checkbox"/>	Schedule 6 Consent to Receive Statements In Electronic Form Delivered By Electronic Means	Customers with <u>no</u> electronic trading facility and wish to receive trading statements by electronic means
<input type="checkbox"/>	Schedule 7 Hedge Account Declaration	Customers who wish to maintain the trading account for hedging purposes
<input type="checkbox"/>	Schedule 8 Provision Of Clearing Services For OTC Contracts On The Relevant Clearing Houses, Including SGX-DC, Where Applicable	Customers who wish to apply for OTC clearing services
<input type="checkbox"/>	Schedule 9 Application For Online Trading On DBSVefx	Customers who wish to apply for FX online trading on DBSVefx
<input type="checkbox"/>	Schedule 10 Formal Consent To Take The Other Side Of An Order	Customers who wish to trade in OTC Derivatives
<input type="checkbox"/>	Schedule 11 Account Mandate Appointment And Authorisation	Customers who wish to authorise a mandate to perform trading activities on their behalf

# CORPORATE/ INSTITUTION APPLICATION FORM

We wish to open a Derivatives Trading Account with DBS Vickers Securities (Singapore) Pte Ltd ("DBS Vickers") for the provision of the following service(s):

- Futures / Options
- OTC Broking / Clearing
- Leveraged Foreign Exchange

All fields must be completed. Please indicate N.A. if it is not applicable.

## 1 Corporate Data

Name of Corporation \_\_\_\_\_

Registered Address \_\_\_\_\_  
Number/Block & Street

City \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Mailing Address \_\_\_\_\_  
(if different from above) Number/Block & Street

City \_\_\_\_\_ Country \_\_\_\_\_ Postal Code \_\_\_\_\_

Tel No. \_\_\_\_\_ Fax No. \_\_\_\_\_ Telex No. \_\_\_\_\_

Email Address \_\_\_\_\_  
Mandatory if you are applying for Online Trading

Date of Incorporation \_\_\_\_\_ Place/ Country of Incorporation \_\_\_\_\_

Company Registration No. \_\_\_\_\_ Tax Residence (Please state country) \_\_\_\_\_

Nature of Business \_\_\_\_\_

Type of Incorporation  Public Listed  Privately Owned  Sole Proprietorship  Partnership  
 Society  Association  Others

Corporation Type  Parent  Subsidiary  Single Entity

Name of Holding Corporation (if applicable) \_\_\_\_\_

Name of Ultimate Holding Corporation (if applicable) \_\_\_\_\_

Is the Corporation or any of the Parent Corporation(s) regulated by any Financial or Government Regulator(s)?  
 Yes  No

If Yes, please indicate the Corporation(s) and Regulator(s) \_\_\_\_\_

## 2 Financial Information

Authorised Share Capital \_\_\_\_\_ Paid-Up Capital \_\_\_\_\_

Total Shareholders' Funds \_\_\_\_\_

**Annual Income**

- Less than S\$50 000       S\$50 000 - S\$500 000       S\$500 001 – S\$5 mil       More than S\$5 mil

**Net Assets**

- Less than S\$100 000       S\$100 000 - S\$500 000       S\$500 001 – S\$1 mil  
 More than S\$1mil - S\$10 mil       More than S\$10 mil

**3 Account Requirements**

**Purpose and Nature of Account**

- Speculative Trading       Proprietary Trading (Trading on own account)  
 Non-Proprietary Trading (Acting as agent)       Proprietary and Non-Proprietary Trading  
 Omnibus       Hedging. Please complete Schedule 7 (Subject to SGX Approval)

**Mode of Delivery for Trade Recap/Statements**

For customers who do not have an Online Self-executed Trading Facility Only.

Please select one.

- Electronic copy ONLY via email address as indicated in Section 1. Please complete Schedule 6.  
 receive daily statements when there is trading activities only  
 OR  
 receive daily statements everyday

Note: No hardcopy will be delivered by post. Trading activity shall refer to risk increasing or reducing transactions and/or cash debit or credit transactions only.

- Hardcopy ONLY via post to mailing address as indicated in Section 1.

**Standard Settlement Instructions**

- Standard Settlement Instruction is required.  
 Please attach your Standard Settlement Instruction to this Application.  
 No Standard Settlement Instruction is required.

**4 Trading Experience**

Instrument	No. of years of experience
Futures	_____
Options	_____
Foreign Exchange	_____
Equities	_____
Over-the-counter Products	_____
Unit Trusts and Mutual Funds	_____
Other Fixed Income Securities	_____
Others. Please specify: _____	_____

**5 Account Relationship Details**

Are you currently using any other brokerage house(s) for Derivatives / FX Trading?

No  Yes. Please specify \_\_\_\_\_

Do you have an existing trading account with DBS Vickers?

No  Yes. My Account No. is \_\_\_\_\_

Account type  Securities Trading  Online Securities Trading  Derivatives Trading

Do you make use of executing brokers for Give-up arrangements?

No.

Yes. Please indicate Broker \_\_\_\_\_

**6 Particulars of Shareholders (For Non-Public Listed Entities Only)**

No.	Full Name	NRIC/ Passport No.	Nationality	% Shareholding
1				
2				
3				
4				
5				

**7 Particulars of Directors/ Secretary**

No.	Full Name	NRIC/ Passport No.	Nationality	Title & Date of Appointment	Residential Address
1					
2					
3					
4					
5					

**8 Particulars of Authorised Dealer (For Orders)**

No.	Full Name	NRIC/ Passport No.	Contact No.	Title
1				
2				
3				
4				
5				

**9 Particulars of Authorised Personnel (For Instructions)**

No.	Full Name	NRIC/ Passport No.	Contact No.	Title
1				
2				
3				
4				
5				

## CUSTOMER DECLARATION

### DISCLOSURE CONSENT

By signing this application, we authorise, consent and agree to the disclosure by DBS Vickers Securities (Singapore) Pte Ltd ("DBS Vickers"), and/or any officer or agent of DBS Vickers at any time and from time to time of any and all information (including all particulars or transactions) in respect of any of our accounts opened or maintained with DBS Vickers to any person and for any purpose described in the clauses under the heading "Disclosure of Information" in Section A of the DBS Vickers General Trading Agreement.

### DECLARATION AND AGREEMENT

In consideration of DBS Vickers processing our application to open any account and/or for any facilities or services in our names as requested in this application, we hereby declare, warrant and agree:

- (a) that all information submitted above or otherwise in connection with this application are true and accurate in all respects;
- (b) that we have read, understood and agreed to the terms and conditions set out in this application and the applicable sections in the DBS Vickers General Trading Agreement (as may be amended from time to time) as indicated below:
  - Section A – General Terms and Conditions** that apply to all accounts maintained with, securities trading and all services provided by, DBS Vickers.
  - Section B – Futures, Foreign Exchange and OTC Transactions** that apply in respect of the respective services or types of transaction there under that we have applied or requested for and DBS Vickers has agreed to provide.
  - Section H – Electronic Services** that apply with respect to the electronic trading facilities that you have applied or requested for and DBS Vickers has agreed to provide.
  - Section I – Definitions and Interpretation** with respect to the General Trading Agreement.
  - Schedule – Risk Disclosure Statement**
- (c) that we have read, understood and agreed to the terms of the RISK DISCLOSURE STATEMENTS (attached hereto as Schedule 1 & 4 (where applicable)) and the NOTIFICATION ON SGX FUTURES TRADING RULE 1.6 ON EXCLUSION OF LIABILITY, DISCLAIMER OF WARRANTIES & STATUTORY IMMUNITY (attached hereto as Schedule 2), that these documents are not substitutes for our actually becoming reliably and adequately informed as regards any specific transaction contemplated and taking independent advice, and that we shall be solely responsible for any transaction which we ultimately choose to enter into;
- (d) that we shall supply any additional information and documentary proof and deposit (where applicable) as DBS Vickers may require in connection with the processing of this application and the opening, operation and maintenance of any account or facility or service established with DBS Vickers;
- (e) that we have read, understood and agreed to the terms of the relevant Schedules as attached hereto and all other terms and conditions where applicable, to the opening, maintenance and operation of our account with DBS Vickers. We also agree that the trading and conduct of such account shall be subjected to DBS Vickers' rules applicable thereto from time to time;
- (f) that we will execute all documents and instruments (including any security documents) and do all acts and things as may be required by DBS Vickers in connection with the processing of this application and the opening, operation and maintenance of any account, facility or service established with DBS Vickers;
- (g) that we undertake to give DBS Vickers notice in writing of any change in particulars given above and to submit relevant documentary proof to DBS Vickers for any change of the particulars given above;
- (h) that we understand that DBS Vickers has the right not to approve this application at its absolute discretion. We understand that in the event that our application is rejected, DBS Vickers is not under any obligation whatsoever to render us any reason or explanation;
- (i) that we agree to abide by the prevailing rules and regulations of Singapore Exchange Limited and its subsidiaries (including Singapore Exchange Derivatives Trading Limited and Singapore Exchange Securities Trading Limited) (collectively "SGX") or any regulatory body or exchange (whether in or outside Singapore) which may be applicable to us or our transactions;
- (j) that we understand that DBS Vickers is required under the prevailing SGX rules and regulations to report all delinquent and disputed accounts to SGX. We hereby authorise DBS Vickers to disclose to the SGX all such information which may be required by SGX in the event that our account(s) is classified as delinquent or disputed under SGX rules and regulations;
- (k) that we have taken independent legal advice to resolve any doubts we may have in relation to the documents provided to us with this Application;
- (l) that we have not had any judgment including findings in relation to fraud, misrepresentation, or dishonesty given against us in any civil proceedings in Singapore or elsewhere; and
- (m) that documents (including this application form, DBS Vickers General Trading Agreement and any other documents) provided to us by hardcopy or on the internet websites of DBS Vickers may NOT be copied, distributed, modified, transmitted, framed, uploaded, posted in any way, shape or form without the prior written approval of DBS Vickers. We understand that DBS Vickers is only agreeable to entering into any transaction with us on the basis of the relevant documents in the versions as provided by hardcopy to us or on the websites of DBS Vickers as at the date of its receipt of any such documents from us. Acceptance by DBS Vickers of any application or offer made by us on any document containing unauthorised changes shall not be deemed to be an acceptance by DBS Vickers of such changes.

Please sign: \_\_\_\_\_

(n) that we also request and authorise DBS Vickers to credit all amounts or debit all amounts by way of margins to and from our account(s) and we undertake to adhere to the rules relating to the maintenance of such account(s) as provided in the DBS Vickers General Trading Agreement.

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

**SECURITIES AND FUTURES ACT (CAP.289)**  
**SECURITIES AND FUTURES (LICENSING AND CONDUCT OF BUSINESS)**  
**REGULATIONS (Rg 10)**

**RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED UNDER SECTION 128 (1) AND TO BE KEPT UNDER REGULATION 39 (2) (c) BY THE HOLDER OF A CAPITAL MARKETS SERVICES LICENCE TO TRADE IN FUTURES CONTRACTS OR LEVERAGED FOREIGN EXCHANGE CONTRACTS**

1. This statement is provided to you in accordance with section 128(1) of the Securities and Futures Act (Cap. 289) (the Act).
2. This 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:

(a) Futures and Leveraged Foreign Exchange Trading

(i) *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.

(ii) *Risk-Reducing Orders or Strategies*

The placing of certain orders (e.g. 'stop-loss' orders, where permitted under local law, or 'stop-limit' orders) that 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.

(b) Options

(i) *Variable Degree of Risk*

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise 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 a 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 that 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 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 option is 'covered' by the seller holding a corresponding position in the underlying futures

Please sign: \_\_\_\_\_

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.

(c) Additional Risks Common to Futures, Options and Leveraged Foreign Exchange Trading

(i) *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.

(ii) *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.

(iii) *Deposited Cash and Property*

You should familiarise 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 that 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.

(d) 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.

(e) 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 that 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.

(f) 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.

(g) 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.

(h) 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.

Please sign: \_\_\_\_\_

(i) 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 familiarise yourself with the applicable rules and attendant risks.

**ACKNOWLEDGEMENT OF RECEIPT OF THIS RISK DISCLOSURE STATEMENT**

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

Signature of Authorised Signatories	Signature of Witness
Date	
Name of Authorised Signatories	Name of Witness
Company Stamp	

*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.*

*SFA Form 13 - Risk Disclosure Statement (Rev 1 Jul 2005)*

**NOTIFICATION ON SGX FUTURES TRADING RULE (FTR) 1.6 ON EXCLUSION OF LIABILITY, DISCLAIMER OF WARRANTIES & STATUTORY IMMUNITY**

The SGX-DT (the “Exchange”) requires that this notification on the following FTR 1.6 be provided for your acknowledgement that it is acceptable and accepted by you:

**No Liability for Loss**

Unless otherwise expressly provided in this Rules or in any other agreements to which the Exchange is a party, the Exchange shall not be liable to any Person for any loss (consequential or otherwise, including, without limitation, loss of profit), damage, injury, or delay, whether direct or indirect, arising from:

- (a) any action taken by the Exchange in connection with the discharge of its regulatory responsibilities including the suspension, interruption or closure of the Markets; or
- (b) any failure or malfunction of Exchange Systems.

“Exchange Systems” refers to any pre-trade, trade or post-trade systems, including QUEST, operated by the Exchange in connection with the Markets.

**Statutory Immunity**

As provided under the Act, the Exchange or any Person acting on its behalf including any director or any Committee Member shall be immune from any criminal or civil liability for anything done (including any statement made) or omitted to be done with reasonable care and in good faith in the course of, or in connection with, the discharge or purported discharge of its obligations under the Act or this Rules.

**Disclaimer of Warranties**

All warranties and conditions, both express and implied as to condition, description, quality, performance, durability, or fitness for the purpose or otherwise of any of the Exchange Systems or any component thereof are excluded except as required by law. The Exchange does not warrant or forecast that the Exchange Systems, any component thereof or any services performed in respect thereof will meet the requirements of any user, or that operation of the Exchange Systems will be uninterrupted or error-free, or that any services performed in respect of the Exchange Systems will be uninterrupted or error-free.

**Index Related Disclaimers**

The Exchange, Index Provider and any other party involved in, or related to, making or compiling any index do not guarantee the originality, accuracy or completeness of such indices or any data included therein. Contracts on any index (“Index Contracts”) are not sponsored, guaranteed or endorsed by the Index Provider or any other party involved in, or related to, making or compiling such indices. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any representations regarding the advisability of investing in such Index Contracts. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any warranty, express or implied, as to the results to be obtained by any person or any entity from the use of such index or any data included therein. Neither the Index Provider nor any other party involved in, or related to, making or compiling any MSCI Index makes any express or implied warranty, and expressly disclaims all warranties of merchantability and fitness for a particular purpose or use with respect to such index or any data included therein. Without limiting any of the foregoing, in no event shall an Index Provider or any other party involved in, or related to, making or compiling any index have any liability for any direct, special punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. In addition, neither the Exchange, an Index Provider nor any other party involved in, or related to, making or compiling any index shall have any liability for damages, claims, losses or expenses relating to any futures or options contracts that may be caused by any errors or delays in calculating or disseminating such index. “Index Provider” as used herein refers to MSCI, FTSE, IISL, NKS or such other index provider and their respective affiliates with whom the Exchange has or shall enter into agreements with for the creation and exploitation of indices and index-linked products.

**ACKNOWLEDGEMENT**

We acknowledge that we have received and understood a copy of this SGX FTR 1.6 ON EXCLUSION OF LIABILITY, DISCLAIMER OF WARRANTIES & STATUTORY IMMUNITY, and agree and accept its terms, conditions and contents.

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

*SGX-DT FTR 1.6 - Exclusion of Liability, Disclaimer of Warranties & Statutory Immunity (26 Jan 2007)*

**TRADING RECOMMENDATION / ADVICE DECLARATION**

We understand and acknowledge that DBS Vickers Securities (Singapore) Pte Ltd (“DBS Vickers”) Trading Representatives do not provide specific advice or recommendation.

By signing this declaration, we hereby

1. confirm and declare that we do not wish to receive any specific advice or recommendations from any of the DBS Vickers Trading Representatives and would assess the products(s) for ourselves and make trading decisions as we consider suitable in meeting our trading objectives;
2. acknowledge and agree that any advice or recommendations provided by any DBS Vickers Trading Representatives shall be treated as general advice and does not take into account and may not be suitable for our specific trading objectives, financial situation and particular needs, and we would assess the suitability of such advice or recommendations for ourselves in making any trading decisions; and
3. agree to provide DBS Vickers a written request if we wish to receive specific advice or recommendations and to complete a Customer Investment Profile so as to provide DBS Vickers Trading Representatives a basis on which any specific advice or recommendations can be given.

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

**COMMODITY TRADING ACT (CHAPTER 48A)  
COMMODITY TRADING REGULATIONS**

**RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED BY A COMMODITY BROKER, COMMODITY FUTURES BROKER OR SPOT COMMODITY BROKER**

1. This statement is provided to you in accordance with section 32 (1) of the Commodity Trading Act.
2. The intention of this statement is to inform you that the risk of loss in trading in commodity contracts, commodity futures contracts and in spot commodity contracts can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your financial condition.
3. In considering whether to trade, you should be aware of the following:
  - (a) Margin: You may sustain a total loss of the initial margin and any additional margins that you deposit to establish a position or maintain positions in the commodity market, commodity futures market or spot commodity market. If the market moves against your positions, you may be called upon to deposit a substantial amount of additional margins, on short notice, in order to maintain your positions. If you do not provide the required margins within the prescribed time, your positions may be liquidated at a loss, and you will be liable for any resulting deficit in your account.
  - (b) Liquidation of position: Under certain market conditions, you may find it difficult or impossible to liquidate a position.
  - (c) Contingent orders: Placing contingent orders, such as "stop-loss" or "stop-limit" order, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
  - (d) "Spread" position: A "spread" position may not be less risky than a simple "long" or "short" position.
  - (e) Leverage: The high degree of leverage that is often obtainable in commodity futures trading, trading in commodity contracts and spot commodity trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.
  - (f) Foreign markets and off-futures exchange transactions: Funds placed with a commodity broker, commodity futures broker or spot commodity broker for the purpose of participating in foreign markets or off-futures exchange transactions, such as spot or other over-the-counter transactions, may not enjoy the same level of protection as funds placed in commodity markets or Commodity Futures Exchanges located in Singapore.
4. This brief statement cannot disclose all the risks and other significant aspects of the commodity market or of the commodity futures market. You should therefore carefully study commodity futures trading, trading in commodity contracts and spot commodity trading before you trade.

**ACKNOWLEDGEMENT OF RECEIPT OF THIS RISK DISCLOSURE STATEMENT**

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

Signature of Authorised Signatories	Signature of Witness
Date	
Name of Authorised Signatories	Name of Witness
Company Stamp	

*Note:*  
 "Margin" means an amount of money or collateral deposited by the buyer or the seller of a commodity contract, commodity futures contract or spot commodity contract to ensure performance of the terms of the contract.

CTA/CTR 2001 2<sup>nd</sup> Schedule Form 3 - Risk Disclosure

**AUTHORISATION FOR AUTO-CONVERSION OF CURRENCY**

**FOR FUTURES AND OPTIONS TRADING ON OVERSEAS FUTURES EXCHANGES THAT TRANSACT IN CONTROLLED CURRENCY**

In relation to the trading of futures and options contracts on overseas futures exchanges that involve Controlled Currency, we hereby acknowledge, undertake and agree to/with DBS Vickers Securities (Singapore) Pte Ltd ("DBS Vickers") that:

1. DBS Vickers shall accept only United States Dollars or any currency as DBS Vickers may determine from time to time, as margin for trading on overseas futures exchanges that involves Controlled Currency.
2. DBS Vickers is hereby authorised to (but is not obliged to) at any time and from time to time, without any prior notice to us, convert part or all of our funds in our trading account maintained with DBS Vickers to the Controlled Currency that the futures exchange transacts in (at such rate as may be obtained by DBS Vickers from such third parties used by DBS Vickers at its sole and absolute discretion to effect currency transactions) for the purpose of:
  - (a) off-setting any deficit equity balance in the Controlled Currency in our account;
  - (b) setting off against any realised losses and any fees or charges relating to our account; and/or
  - (c) meeting such margin requirements as may be specified by DBS Vickers from time to time; in connection with our trades with DBS Vickers relating to the futures exchange that transact in the Controlled Currency.
3. DBS Vickers does not have any duty and shall not be required to convert to any other currency, any surplus balance of any Controlled Currency in our account(s) that has arisen for whatever reason (including from any conversion effected by DBS Vickers under paragraph 2 above). DBS Vickers may, but shall not be obliged to inform us of any surplus balance of any of the Controlled Currency in our account(s) and we agree that it shall be our sole responsibility to inquire with DBS Vickers from time to time whether we have any surplus balance of any Controlled Currency in our account(s). If we would like to convert any of our equity balance in our account(s) that is in any of the Controlled Currency to any other currency, we will instruct DBS Vickers accordingly. We are aware of the risk arising from currency fluctuations and agree to be solely responsible for any loss that we may incur arising from currency fluctuations.
4. This Authorisation is in addition to and without prejudice to the terms and conditions contained in DBS Vickers' Customer Agreement and/or General Trading Agreement, which we agree to be bound by. In the event of any conflict or inconsistency between the provisions of this Authorisation and the provisions of the DBS Vickers' General Trading Agreement, the provisions of this Authorisation shall prevail over the provisions of the DBS Vickers' General Trading Agreement.

*As used herein, the term "Controlled Currency" shall refer to the currency of a country whereby the currency is not freely convertible outside the home country.*

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

## CONSENT TO RECEIVE STATEMENTS IN ELECTRONIC FORM DELIVERED BY ELECTRONIC MEANS

We request to receive our statements by electronic mail or facsimile to the electronic mail address or facsimile number as provided below or such other e-mail addresses or facsimile numbers as provided by us in writing to DBS Vickers Securities (Singapore) Pte Ltd ("DBS Vickers") from time to time (collectively, the "Electronic Means") and we agree that DBS Vickers will cease to send hardcopies of our statements by post.

E-mail Address. - \_\_\_\_\_

Fax no. - \_\_\_\_\_

(Delivery via fax may only be used if there is an email transmission failure and upon account-holder's request for a fax copy.)

We hereby acknowledge and agree that:

- (a) without prejudice to the foregoing or the terms of DBS Vickers' General Trading Agreement, we specifically consent to the giving of any trading statements, other trade files and electronic communication (the "Statements") by DBS Vickers in the form of electronic records delivered by way of Electronic Means;
- (b) we wish to receive our Statements in an unencrypted format. We further confirm that we understand and accept the risks associated with transmission of non-encrypted electronic data and shall not hold DBS Vickers liable for any resulting losses or breach of confidentiality;
- (c) retrieval of the Statements is via the Electronic Means and any cost associated with such electronic receipt and retrieval of the Statements shall be solely borne by us;
- (d) DBS Vickers will cease to send hardcopies of the Statements to us;
- (e) the Statements delivered by Electronic Means in electronic form are to be deemed original and written documents. We acknowledge and agree that we shall not dispute or challenge the validity, enforceability or admissibility of any such record on the grounds that it is not a written document or not an original document and we hereby waive any such rights we may have at law. In the event of any ambiguity, discrepancy, omission or dispute, the original and written statements will prevail;
- (f) the Statements shall be deemed delivered and received by us upon DBS Vickers transmitting the Statements by Electronic Means provided by us, and that DBS Vickers will not inquire or perform any acts to confirm the receipt of such Statements by us;
- (g) DBS Vickers does not warrant that the Statements delivered by Electronic Means will be safely or securely transmitted to us without alteration, delay, interruption or transmission blackout. DBS Vickers also does not warrant the privacy, security, accuracy, authenticity or completeness of any communication in connection with the Electronic Means;
- (h) DBS Vickers accepts no liability and will not be liable for any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, settlements, costs and expenses of whatever nature (including without limitation, any indirect, special, economic or consequential loss) arising from our request and/or use of the Electronic Means;
- (i) such request and consent shall be effective upon signing of this Schedule by us and we shall be entitled to revoke this request and consent at any time by us giving to DBS Vickers prior written notice of at least five (5) business days; and
- (j) this Service will be provided by DBS Vickers at no additional charge, unless otherwise informed.

Please sign: \_\_\_\_\_

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

**HEDGE ACCOUNT DECLARATION**

We hereby declare that all transactions in our account(s) will represent Bona Fide Hedging Transactions (refer below for definition as defined in Commodity Futures Trading Commission Rule 1.3(z)) and that the positions carried in our account(s) will be strictly for hedge purposes and not for speculation trading. We understand that we are required to use a separate account for speculative trades.

By signing this declaration, we

1. shall advise DBS Vickers Securities (Singapore) Pte Ltd ("DBS Vickers") in writing if any orders for the purchase or sale of futures or options contracts that do not meet the definition of bona fide hedging transactions, and will keep these contracts margined as required by DBS Vickers and the rules of the relevant exchanges.
2. understand and agree to provide DBS Vickers, upon DBS Vicker's request, an annual confirmation that the nature of the positions, for active hedge accounts continue to be bona fide hedge positions in a format as DBS Vickers may require.
3. agree that if requested by the relevant exchanges or clearing house, DBS Vickers may disclose our contact information to the exchange or clearing house, who may contact us directly to verify that the positions in the account(s) are bona fide hedge positions.

***Bona Fide Hedging Transactions*** shall mean transactions or positions in a contract for future delivery on any contract market, or in a commodity option, where such transactions or positions normally represent a substitute for transactions to be made or positions to be taken at a later time in a physical marketing channel, and where they are economically appropriate to the reduction of risks in the conduct and management of a commercial enterprise, and where they arise from:

- (a) The potential change in the value of assets which a person owns, produces, manufactures, processes, or merchandises or anticipates owning, producing, manufacturing, processing, or merchandising,
- (b) The potential change in the value of liabilities which a person owns or anticipates incurring, or
- (c) The potential change in the value of services that a person provides, purchases, or anticipates providing or purchasing.

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

**PROVISION OF CLEARING SERVICES FOR OTC CONTRACTS  
ON THE RELEVANT CLEARING HOUSES, INCLUDING SGX-DC, WHERE APPLICABLE**

**PLEASE READ THE TERMS AND CONDITIONS AS SET OUT IN THIS SCHEDULE FOR PROVISION OF CLEARING SERVICES FOR OTC CONTRACTS AND COMPLETE THE APPLICATION BELOW.**

**APPLICATION**

In consideration of DBS Vickers Securities (Singapore) Pte Ltd ("DBS Vickers") agreeing at its sole and absolute discretion, from time to time, to permit the undersigned (the "Customer") to effect registration of the Customer's OTC (or over-the-counter) transactions for clearing in accordance with the rules and regulations prescribed by the relevant exchanges and clearing houses:

Through any Inter Dealer Broker ("IDB") registered with the relevant clearing houses and/or exchanges

or through only the following appointed IDB:

- |   |   |
|---|---|
| <input type="checkbox"/> Amerex Petroleum #2 Singapore Pte Ltd      | <input type="checkbox"/> MF Global Singapore Pte Ltd            |
| <input type="checkbox"/> Aspen Oil Broking (S) Pte Ltd              | <input type="checkbox"/> Newedge Derivatives (S) Pte Ltd        |
| <input type="checkbox"/> Banchemo Costa FD SPA                      | <input type="checkbox"/> Ocean Connect Singapore Pte Ltd        |
| <input type="checkbox"/> BRS Futures Ltd                            | <input type="checkbox"/> PVM Oil Associates                     |
| <input type="checkbox"/> ICAP Hyde Limited (Singapore)              | <input type="checkbox"/> BGC Radix Energy L.P. Singapore Branch |
| <input type="checkbox"/> Clarksons Securities Limited               | <input type="checkbox"/> Spectron Energy (Asia) Pte Ltd         |
| <input type="checkbox"/> DBS Vickers Securities (Singapore) Pte Ltd | <input type="checkbox"/> SSY Futures Ltd                        |
| <input type="checkbox"/> Freight Investor Services                  | <input type="checkbox"/> TFS Energy (S) Pte Ltd                 |
| <input type="checkbox"/> GFI Group Pte Ltd                          | <input type="checkbox"/> Tullett Prebon Energy (S) Pte Ltd      |
| <input type="checkbox"/> Ginga Petroleum (S) Pte Ltd                | <input type="checkbox"/> Yamamizu Shipping Co Ltd               |
| <input type="checkbox"/> IFCHOR S.A.                                |   |

Others: \_\_\_\_\_

The Customer hereby declares, warrants and agrees:-

- (a) that this application is correct;
- (b) that the Customer has read and understood, and agrees to the Terms and Conditions for Provision of OTC Clearing Services for OTC Contracts set out in this Schedule;
- (c) that the Customer acknowledges and agrees to the Terms and Conditions for Provision of Clearing Services for OTC Contracts set out in this Schedule forming part of the terms and conditions of the General Trading Agreement of DBS Vickers as if the transactions to be covered under such agreement were also to include DBS Vickers providing the Customer clearing services for OTC transactions as a clearing member and/or through a third party clearing member and not merely acting as a broker and/or clearing agent for the Customer with respect to transactions or other trading services; and
- (d) where the Customer is using an IDB, the Customer specifically consents to DBS Vickers disclosing the name and other relevant details of the IDB for the purposes of authorising the IDB to register the Customer's OTC transactions through the applicable trade registration system of the relevant exchanges and/or clearing houses.

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

## TERMS AND CONDITIONS FOR PROVISION OF CLEARING SERVICES FOR OTC CONTRACTS

### 1. SCOPE

1.1 **Application:** The clauses in this Schedule apply to clearing services provided for OTC (or over-the-counter) transactions intended as eligible OTC transactions for clearing through the relevant clearing houses or the clearing facilities established and maintained by the relevant exchanges through DBS Vickers Securities (Singapore) Pte Ltd ("DBS Vickers") as a clearing member and/or through a third party clearing member, as applicable (the "Clearing Transactions").

1.2 **Supplemental Effect Of This Schedule:** Please note that the terms and conditions in this Schedule are intended to be read in conjunction with and as supplementary to the terms and conditions of the General Trading Agreement of DBS Vickers (the "Agreement" and together with the terms and conditions of this Schedule, the "Terms"). The Customer's Clearing Transactions shall therefore be subject to the Terms.

Accordingly the Customer agrees to these terms and conditions of this Schedule forming part of the terms of the Agreement as if the transactions to be covered under such Agreement were also to include, in addition to any other applicable terms and conditions in the Agreement, DBS Vickers providing to the Customer clearing services for OTC transactions through the applicable trade registration system provided by the relevant exchanges and/or clearing houses, by DBS Vickers as a clearing member and/or through a third party clearing member, and not merely acting as a broker and/or clearing agent for the Customer with respect to Clearing Transactions or other transactions or trading services.

Expressions not otherwise specifically defined in the Terms (including this Schedule) will bear the respective meanings as set out in the rules and regulations of the relevant exchanges and clearing houses.

1.3 **Specific Terms For Clearing Services for OTC Transactions:** The provision of clearing services by DBS Vickers is conditioned on the Customer having confirmed and continuing to maintain such confirmation for the duration of DBS Vickers' provision of such services that:

1.3.1 the Customer has read and understood the relevant rules and regulations of the relevant exchanges and clearing houses (the "Rules") and in particular the rules and regulations relating to the clearing of OTC transactions;

1.3.2 the Customer agrees to the clearing services provided by DBS Vickers for the Customer's Clearing Transactions being subject to the Rules;

1.3.3 the Customer will keep updated on the Rules;

1.3.4 the Customer will ensure that neither the Customer nor (in a case where the Customer will be using an Inter Dealer Broker) the Inter Dealer Broker the Customer has chosen (the "IDB") to register the Customer's Clearing Transactions through the applicable trade registration system provided by the relevant exchange or clearing house (the "Trade Registration System") will do any act or fail to do any act which will cause DBS Vickers to be in breach of the Rules or DBS Vickers' obligations as a clearing member or with respect to the access and use of the Trade Registration System provided. The Customer will accordingly undertake and does undertake to keep DBS Vickers indemnified against any and all claims, loss, prejudice or damages that DBS Vickers may suffer or incur referable to any breach on the Customer's part of the Customer's preceding obligations and will also co-operate fully in admitting to and explaining such breach forthwith upon DBS Vickers' request for same for the purposes of answering any queries or charges or claims against DBS Vickers by the relevant exchanges, clearing houses, the Monetary Authority of Singapore (the "MAS") or any other regulatory or enforcement agency having jurisdiction over DBS Vickers referable to such breach;

1.3.5 where the Customer uses an IDB, the Customer agrees and accepts that although as between DBS Vickers and the relevant exchanges and/or the clearing houses the Customer shall be responsible for all the actions and omissions of the IDB, as between the Customer and DBS Vickers the IDB is in fact and law solely to be regarded as the Customer's appointed agent for the registration of the Customer's Clearing Transactions and in respect of the IDB's actions and omissions (including any and all errors) including without limitation with respect to the registration of the Clearing Transactions the Customer is solely and fully responsible and liable and the Customer shall indemnify and keep DBS Vickers harmless against. Without prejudice to the foregoing, DBS Vickers is entitled to assume that all inputs and any information by the IDB purportedly relating to the Customer's Clearing Transactions are, as between the Customer and DBS Vickers, correct in all respects and authorised by the Customer;

Please sign: \_\_\_\_\_

- 1.3.6 the Customer agrees and accepts that if for any reason (including the fact that the relevant Clearing Transaction as registered or attempted to be registered by the IDB (including when DBS Vickers acting as IDB), or DBS Vickers if the Customer does not use an IDB for the registration of the Clearing Transactions through the Trade Registration System, does not fulfill the criteria for registration under the Rules) the Clearing Transactions is not or deemed not to have been submitted to or registered by the clearing house or the clearing facilities established and maintained by the relevant exchange, then such Clearing Transactions shall (whether pursuant to the operation of the Rules or general law) remains in effect as a bi-lateral transaction between the Customer and the Customer's counter-party to the transaction or be cancelled or terminated as the case may be, in accordance with the terms of the bi-lateral agreement for such transaction agreed or deemed to be agreed between the Customer and the Customer's counterparty. With respect to the preceding the Customer hereby agrees and confirms that DBS Vickers is not privy to and has no responsibility or obligation referable to or in connection with such bi-lateral contract or the Clearing Transactions;
- 1.3.7 without prejudice to any other right or remedy of DBS Vickers (at law or otherwise), where DBS Vickers is a buyer or seller in respect of any Clearing Transactions or transactions or acting as IDB, DBS Vickers has the right to cancel or terminate non-exchange registered trades at its sole and absolute discretion. The Customer will accordingly undertake and does undertake to keep DBS Vickers indemnified against any and all claims, loss, prejudice or damages that DBS Vickers may suffer or incur arising from canceling or terminating the non-exchange registered trades;
- 1.3.8 for the purpose of enabling and having DBS Vickers submit the name of the IDB and authorising the IDB to register the Clearing Transactions through the Trade Registration System in accordance with the Rules, the Customer shall, if the Customer wishes to use an IDB:
- (i) provide DBS Vickers with the name and all other relevant particulars of the IDB together with the Customer's consent for DBS Vickers to submit the IDB's name and particulars in connection with and/or for the purposes of authorising the IDB to register the Customer's Clearing Transactions through the Trade Registration System;
  - (ii) ensure that the IDB at all times would also be the relevant Inter Dealer Broker for the registration of the Clearing Transactions also for the Customer's counterparty in the Clearing Transactions unless DBS Vickers is the Customer's counterparty; and
  - (iii) be deemed to have authorised the IDB as the Customer's appointed agent for the registration of the Customer's Clearing Transactions and for whose actions, inactions (including any and all errors) the Customer is, as between the Customer and DBS Vickers, solely responsible.
- 1.3.9 The Customer agrees and will ensure that at all times the Customer complies with all margin and other limits to the scope or value of the Customer's Clearing Transactions permitted to be cleared through DBS Vickers as a clearing member that DBS Vickers may notify the Customer from time to time. The Customer also agrees that such margin prescriptions and other limits may be different from and greater than those that may be prescribed by the relevant exchange or clearing house; and
- 1.3.10 If the Customer is using DBS Vickers and not an IDB for the registration of any Clearing Transactions that the Customer provides DBS Vickers with full particulars of such Clearing Transactions, including but not limited to, the particulars of the Clearing Transactions and the Clearing Members together with all relevant reference codes/numbers providing clearing services to the Customer's counter-party for such Clearing Transactions to permit DBS Vickers either to input the Clearing Transaction for confirmation by the Clearing Member providing clearing services or to properly decide on confirming the Clearing Transactions if requested to or promoted by such Clearing Member as the case may be. If for any reason any Clearing Transactions or transactions are not registered, the Customer shall not hold DBS Vickers responsible or liable in anyway and subject to clause 1.3.6 above, the Customer accepts that such non-registered Clearing Transactions or transactions may be cancelled or terminated.

Please sign: \_\_\_\_\_

**APPLICATION FOR ONLINE TRADING ON DBSVefx**

The undersigned (the "Customer") would like to apply for Self-Executed Online Trading on DBSVefx and have read, understood and agreed to the terms and conditions set out in this Application and the DBS Vickers Customer Online Terms and Conditions (collectively, the "Application").

This Application dated \_\_\_\_\_ between DBS Vickers Securities (Singapore) Pte Ltd (the "DBS Vickers") and the Customer shall apply in addition to the provisions and all other terms and conditions in the Customer's Trading Account Application Form and the DBS Vickers General Trading Agreement between the Customer and DBS Vickers (collectively, the "Agreements"). In the event of any inconsistency between the terms of this Application and the Agreements, the terms of this Application shall prevail to the extent of such inconsistency.

**TERMS & CONDITIONS**

**1. Margin**

The Customer acknowledges and agrees that DBS Vickers will treat the Customer's transactions in connection with Leveraged Foreign Exchange trading as separate from the trading of Futures contracts and other derivatives products (if any) for the purpose of administration and account operation. As such, the Customer shall provide separate margins for trading in Leveraged Foreign Exchange, Futures contracts and other derivatives products (as applicable). Upon specific written instructions from the Customer, DBS Vickers may (but shall not be obliged to) transfer all or part of the margin held for one product to another, provided that such a transfer will not lead to the margin maintained for any one product becoming under-margined.

Notwithstanding the above, the Customer acknowledges and agrees that the margins for trading in Leverages Foreign Exchange, Futures contracts and other derivatives products (as applicable) shall be combined for DBS Vickers to monitor position limits, margin calls, reporting and funds available for withdrawal in connection with Leveraged Foreign Exchange, Futures contracts and other derivatives products (as applicable), and for such purposes as may be required by applicable law or regulations or as DBS Vickers deems necessary.

**2. Margin Call Notification**

The Customer hereby consents that by trading on DBSVefx Online Trading platform, the Customer agrees that DBS Vickers will inform the Customer to top up margin (as may be required) via telephone, e-mail, SMS (through the telephone number, e-mail address and/or handphone number provided below) or by any other means, electronic or otherwise, deemed appropriate by DBS Vickers. The Customer acknowledges and accepts that it is the Customer's duty to avail itself to receive and access such information and/or notifications.

Telephone No. - \_\_\_\_\_

E-mail Address - \_\_\_\_\_

Handphone No. (Optional) - \_\_\_\_\_

The Customer hereby consents that any Margin Call notification delivered by e-mail, SMS or other electronic means or otherwise will not be encrypted. The Customer acknowledges and accepts all the risks as may be associated with transmission of electronic data that is not encrypted (including unauthorised access) and shall not hold DBS Vickers liable for any losses whatsoever. The Customer acknowledges and agrees that DBS Vickers will not inquire or perform any acts to confirm the receipt of the e-mail, SMS and/or other electronic means by the Customer. All e-mail, SMS or other electronic means sent by DBS Vickers shall be deemed received by the Customer immediately upon transmission by DBS Vickers.

The Customer consents that any and all margin call notification service will be provided at no additional cost but any charges associated with the receipt and retrieval of the margin call notification shall be borne by the Customer.

The Customer acknowledges and agrees that DBS Vickers does not warrant that the e-mail, SMS or other electronic means will be safely or securely transmitted to the Customer without alteration, delay, interruption or transmission blackout. The Customer is aware and agrees that DBS Vickers does not warrant the privacy, security, accuracy, authenticity or completeness of any communication in connection with such e-mail, SMS and/or other electronic means.

The Customer acknowledges and agrees that DBS Vickers accepts no liability and will not be liable for any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, judgments, settlements, costs and expenses of whatever nature (including without limitation, any indirect, special, economic or consequential loss) arising from the Customer's consent to receive margin call notification via e-mail, SMS or other electronic means. The Customer further declares that the Customer shall not hold DBS Vickers liable for any losses and/or liabilities of any kind, whether direct, indirect, special, incidental, punitive, exemplary or consequential arising from the Customer's consent.

Please sign: \_\_\_\_\_

### 3. Customers Instructions

The Customer understands and agrees to give DBS Vickers separate instructions in respect to the maintenance and trading of each product type. Non-order related instructions and any banking transactions pertaining to the operation and maintenance of each product type shall be carried out and processed by DBS Vickers during business operating hours of between 9am to 6pm (Singapore time), Mondays to Fridays, unless otherwise informed.

DBS Vickers may, in its sole and absolute discretion, at any time and from time to time and without notice to the Customer, decides to accept non-order related instructions delivered via the e-mail address as provided above or such other e-mail address as provided by the Customer in writing to DBS Vickers from time to time.

### 4. Transaction Reports and Statements

The Customer consents to DBS Vickers publishing all transaction reports, summaries, statements, materials and other trade notices (collectively, the "Report") on the Services ("Services" as defined in the DBS Vickers Customer Online Terms and Conditions) provided by DBS Vickers and the Customer hereby consents to such methods of receiving such Reports. There will be no additional charge, unless otherwise informed, for the provision of this service.

The Customer agrees that they will not receive any copy of the Reports from DBS Vickers via post, fax or email unless the Customer makes a written request to DBS Vickers. The Customer also understands and agrees that such written request for provision of the Reports by post, fax or e-mail shall not be applicable to requests that indicate receipt of the Reports by post, fax or e-mail (as applicable) on a regular and continual basis. The Customer agrees that DBS Vickers will take five (5) business days upon receiving a written request from the Customer to effect it. The Customer consents that where the request is to receive the Reports via e-mail, such e-mails containing the Reports will not be encrypted or password protected and the Customer understands and accepts all such and other risks as may be associated with such method of delivery. The Customer further declares that the Customer shall not hold DBS Vickers liable for any breach of confidentiality, losses and/or liabilities of any kind, whether direct, indirect, special, incidental, punitive, exemplary or consequential arising from the Customer's request.

The retrieval of the Reports is via the Services, using the Security Code ("Security Code" as defined in the DBS Vickers Customer Online Terms and Conditions) provided by DBS Vickers. Any cost associated with such electronic receipt and retrieval of the Reports shall be solely borne by the Customer.

It shall be the Customer's responsibility to check the Services on a regular basis to receive the Reports from DBS Vickers. The Customer acknowledges and agrees that DBS Vickers shall deem the Reports published on the Services as delivered and received by the Customer immediately upon transmission of such Reports onto the Services.

The Reports, though in electronic form, are to be deemed original. The Customer acknowledges and agrees that the Customer shall not dispute or challenge the validity, enforceability or admissibility of the Reports on the grounds that it is not a written document or not an original document and the Customer hereby waives any such rights the Customer may have at law.

The Customer acknowledges and agrees that DBS Vickers does not warrant that the Reports will be safely or securely delivered to the Services without alteration, delay, interruption or transmission blackout.

### 5. Third Party Services

The Customer acknowledges and agrees that in respect of any third party service provider in connection with Online Trading on DBSVefx ("Third Party Service") including without limitation the transmission service of SMS, emails or any electronic communication to the Customer, DBS Vickers shall not be liable to the Customer for any damages, claims, expenses or losses of any kind (whether direct, indirect, special, incidental, punitive, exemplary or consequential or otherwise) suffered by the Customer arising from or in connection with any Third Party Service including without limitation in respect of access, broadcast availability, accuracy, quality or reliability; and in relation to any system, server, connection or transmission failure, error, omission, interruption or delay in transmission relating to Third Party Service and/or its broadcast status report or otherwise, even if DBS Vickers has been advised of the possibility of such damages, claims or losses.

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

**FORMAL CONSENT TO TAKE THE OTHER SIDE OF AN ORDER****PREAMBLE**

Pursuant to section 126 of the Securities and Futures Act (Cap. 289) read with SGX-DT rule 3.4.14, DBS Vickers Securities (Singapore) Pte Ltd ("DBS Vickers") needs to secure your prior consent to take, for themselves or any person associated with or connected to them (the "Connected Person"), the opposite side of any order from you for any Futures contract ("Formal Consent").

There may be occasions where DBS Vickers or the Connected Person is on the opposite side of your order. In each of these occasions, in order to avoid seeking your prior consent before your own order may be executed, please sign below to confirm your Formal Consent. Doing so may help to avoid any delay in the execution and filling of your order.

**CONSENT**

The undersigned (the "Customer") having read and understood the above preamble hereby agrees to waive prior notice by DBS Vickers and expressly consents to DBS Vickers assuming from time to time the opposite side of our order(s) for DBS Vickers' own account, an account of any Connected Person or an account in which DBS Vickers has direct or indirect interest.

We also confirm that our waiver and consent above shall be effective and valid until and unless revoked by us giving to DBS Vickers at least five (5) business days prior written notice.

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

## ACCOUNT MANDATE APPOINTMENT AND AUTHORISATION

### IMPORTANT NOTE:

**THIS IS AN IMPORTANT DOCUMENT PARTICULARLY BECAUSE IT ATTACHES PERSONAL LIABILITIES TO YOU. YOU ARE ADVISED TO CONSULT YOUR ACCOUNTANT, BANK MANAGER, SOLICITOR OR OTHER PROFESSIONAL ADVISER, PRIOR TO YOUR EXECUTION OF THIS DOCUMENT.**

### PARTICULARS OF AGENT

Name of Agent: \_\_\_\_\_ Relationship to Customer: \_\_\_\_\_  
(herein after called "the AGENT")

NRIC/Passport No. \*: \_\_\_\_\_ Occupation: \_\_\_\_\_

Contact No: \_\_\_\_\_ (Home/Mobile/Office\*) Email: \_\_\_\_\_

Home Address: \_\_\_\_\_

*\* Please delete where appropriate*

### 1. Appointment And Authorisation

We hereby declare the appointment and authorisation (the "Mandate") of the above-mentioned Agent as our Agent to operate and maintain any and all of our trading account(s) (including trading accounts for purchase and sale of foreign exchange contracts, futures contracts, options, commodities and other instruments, whether spot, swap, forward, futures or all) held with DBS Vickers Securities (Singapore) Pte Ltd ("DBS Vickers") for and on our behalf in our name (whether solely or jointly with others).

We authorise the Agent at his discretion to do any or all of the following in relation to, arising from or in connection with our trading account(s) maintained with DBS Vickers, and direct and consent to DBS Vickers on accepting and acting on the Agent's instructions:

- (a) to buy, sell (including short sales), transfer, trade and otherwise deal in foreign exchange, metals, commodities, futures contracts, options, options on futures contracts or other instruments (collectively, the "transactions") of every kind and nature, on margin or otherwise, in the Agent's sole discretion and in our name;
- (b) notwithstanding section 2 below, to sign and execute on our behalf all contracts and instructions, excluding instructions on withdrawal of funds;
- (c) generally to act fully and effectually on our behalf in relation to our trading account(s).

### 2. Limitations And Restrictions

The Agent is not authorised to withdraw any money or take possession of any securities or other property in our name and in the possession or under the control of DBS Vickers unless authorised by us in writing to DBS Vickers for that particular instance.

### 3. Indemnity

We agree that DBS Vickers shall not at any time be liable to us or to anyone claiming through us or any other third party with respect to any damage, losses, costs, expenses (including legal fees), liabilities or lost profits suffered or alleged to have been suffered as a result of DBS Vickers accepting and acting in accordance with the Agent's instructions.

We shall indemnify and hold DBS Vickers harmless against all damages, losses, lost profits, costs, expenses (including legal fee) and liabilities that DBS Vickers may incur in relation to or in connection with accepting and acting in accordance with the Agent's instructions.

We agree to pay on demand without protest or conditions any debit balance on our account and to promptly meet all margin requirements, as DBS Vickers shall require or as a result of the Agent's instructions.

We hereby ratify and confirm every trade, transaction and contract entered into by the Agent in relation to our account pursuant to the Mandate.

This Schedule and the Mandate, and indemnity is in addition to, and in no way prejudices, limits or restricts any right or remedies DBS Vickers may have under any other agreement(s) between DBS Vickers and us or howsoever otherwise arising, including DBS Vickers' General Trading Agreement and operates as a continuing security and inures to the benefit of DBS Vickers, its successors and assigns even after revocation of the Mandate.

Please sign: \_\_\_\_\_

**4. Disclosure Of Information**

We hereby authorise DBS Vickers (and at DBS Vickers' absolute discretion) to release all information (including but not limited to all statements and customer agreements) related to our account(s) to the Agent as he/she may require from time to time.

We acknowledges that the Agent and DBS Vickers are each authorised to disclose and give to the Singapore Exchange, any other Exchanges or authority all information and particulars requested by them.

**5. Revocation**

The Mandate shall be effective upon signing of this Schedule and acceptance by DBS Vickers at its sole and absolute discretion, and shall continue in full force until revoked by us by written notice to DBS Vickers. Such notice of revocation shall take effect only where practicable on the circumstances and on actual receipt by DBS Vickers. Notwithstanding this, the Mandate is deemed to be revoked upon the actual receipt of the notice by DBS Vickers of our death or mental incapacity.

**6. Principal Liability**

We fully understand that we will be principally liable for the actions of the Agent and that the Agent is not servant, agent or employee of DBS Vickers but our own agent. We further understand and accept that the Mandate is binding on us, our estate and personal representatives. (Please provide a valid copy of NRIC / Passport of the Agent).

Signature of Authorised Signatories	Date
Name of Authorised Signatories	Company Stamp

**DBS Vickers Securities (Singapore) Pte Ltd**

8 Cross Street

#02-01 PWC Building

Singapore 048424

For DBSVefx enquiries: (65) 6327 9559

For all other enquiries: (65) 6398 6078

*DBS Vickers Securities (Singapore) Pte Ltd*

*Company Regn No. 198600294G*