



## Corporate Account Application Form

### CGS International Futures Malaysia Sdn. Bhd.

[199301002937 (257674-P)]

(Formerly known as CGS-CIMB Futures Sdn. Bhd.)

A Trading Participant of Bursa Malaysia Derivatives Berhad

Level 12, Menara Aras Raya  
No. 11, Jalan Raja Laut  
50350 Kuala Lumpur  
Wilayah Persekutuan  
Malaysia

Tel: 603 2635 8888 (General Line)

Tel: 603 2635 9777 / 603 2635 8910 (Dealing Line)

Email: [futuresbroking.my@cgsi.com](mailto:futuresbroking.my@cgsi.com)

Website: [www.cgsi.com.my](http://www.cgsi.com.my)

## INSTRUCTIONS FOR COMPLETION OF CORPORATE APPLICATION FORM

1. Please read the General Terms and Conditions and Risk Disclosure Statement (Conventional or Shariah-Compliant Futures, as applicable) consisting of the Client Agreement, Terms and Conditions of Trading, Supplemental Terms and Conditions of Trading for Electronic Trading Facilities and the Risk Disclosure Statement.
2. Kindly complete all applicable fields of the Corporate Account Application Form using BLOCK LETTERS and check the relevant boxes with a tick ✓.
3. The completed Application Form must be returned with certified true copy of the following supporting documents:-

TYPE OF APPLICANT	DOCUMENTS TO BE SUBMITTED
COMPANY INCORPORATED UNDER COMPANIES ACT	<ol style="list-style-type: none"> <li>a. Certificate of Incorporation or Notice of Registration</li> <li>b. Memorandum and Articles of Association or Constitution  (if applicable) (Where the company does not have Constitution, a written confirmation duly signed by a director that the company does not have a Constitution)</li> <li>c. Board Resolution</li> <li>d. NRIC (both sides) / Passport of the Directors and Authorised Persons as per Board Resolution, Shareholders with equity interest of more than 25% and beneficial owner (natural person) who ultimately owns or controls the corporation</li> <li>e. Return giving particulars and changes in Directors, Managers and Secretaries</li> <li>f. Forms of Allotment of Shares/ Annual Return</li> <li>g. Notice of Situation of Registered Office and of Office Hours and Particulars of Changes</li> <li>h. Latest Audited Accounts/ Financial Statements</li> <li>i. Any other documents that may be required by CGS International Futures Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Futures Sdn. Bhd.) from time to time</li> </ol>
SOCIETY REGISTERED UNDER THE SOCIETIES ACT OR CO-OPERATIVE SOCIETIES ACT	<ol style="list-style-type: none"> <li>a. Certificate of Registration</li> <li>b. Constitution/ By-Laws of the Society</li> <li>c. Board/ Committee Resolution</li> <li>d. NRIC (both sides)/ Passport of the Authorised Persons as per Board/ Committee Resolution</li> <li>e. Latest Audited Accounts/ Financial Statements</li> <li>f. Any other documents that may be required by CGS International Futures Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Futures Sdn. Bhd.) from time to time</li> </ol>
CORPORATION INCORPORATED BY AN ACT OF PARLIAMENT OR STATE ENACTMENT	<ol style="list-style-type: none"> <li>a. Copy of the Act/ Enactment incorporating the said corporation</li> <li>b. Board/ Committee Resolution</li> <li>c. NRIC (both sides)/ Passport of the Authorised Persons as per Board/ Committee Resolution</li> <li>d. Any other documents that may be required by CGS International Futures Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Futures Sdn. Bhd.) from time to time</li> </ol>
FOREIGN INCORPORATED COMPANIES	<p>Foreign incorporated company's equivalent of the above documents.</p> <p>All documents in foreign language must be accompanied by an English translated copy. Both documents, i.e. the foreign document and the English copy, must be certified by an acceptable witness.</p>

4. The Board/ Committee's Resolution must state:-
  - a. authorisation to open derivatives trading account with CGS International Futures Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Futures Sdn. Bhd.);
  - b. authorisation to deal in products offered by the exchanges; and
  - c. name, designation, NRIC/ Passport number and specimen signature of persons authorised to operate the account including transactions that they may execute.
5. Common seal or company rubber stamp is required to be affixed onto the Application Form.
6. The Applicant is also required to complete the Entity Self Certification Form.
7. Applicant residing outside Malaysia is required to arrange for a Notary Public, or in countries that do not have Notary Public, advocates and solicitors or officers authorised by a licensed derivatives broking Company with a recognised derivatives exchange; or authorised officer of a Malaysian Embassy or High Commission Consulate to authenticate the Account Application Form and the photocopy of supporting documents.

8. Definition of Resident :

<b>Resident</b>	<b>Non-Resident</b>
(a) a body corporate incorporated or established, or registered with or approved by any authority, in Malaysia; (b) an unincorporated body registered with or approved by any authority in Malaysia; or (c) the Government or any State Government.	(a) any person other than a resident; (b) an overseas branch, a subsidiary, regional office, sales office or representative office of a resident company; or (c) Embassies, Consulates, High Commissions, supranational or international organizations.

9. Where applicable, please submit Form W-8BEN-E or Form W-9.

10. Any amendments made must be legible and countersigned by the authorised signatory(ies). Form defaced by erasure or any kind of correction fluid may result in the application being rejected.

**ACCOUNT APPLICATION FORM**

**CGS International Futures Malaysia Sdn. Bhd.**  
 (formerly known as CGS-CIMB Futures Sdn. Bhd.)  
 (A Trading Participant of Bursa Malaysia Derivatives Berhad)

**Corporate**

**TYPE OF BROKING & ACCOUNT**

Conventional Futures Broking       Shariah-Compliant Futures Broking

If you are an existing client of CGS International Futures Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Futures Sdn. Bhd.), please tick below and provide the account no.(s)

Existing Client      Account No.(s) : \_\_\_\_\_

Type of account required       Omnibus/ Agency       House/ Proprietary  
 (if select both, 2 separate accounts are required to be opened)

**A. CORPORATE DATA**

Company Name \_\_\_\_\_  
 \_\_\_\_\_

Registration No. \_\_\_\_\_ Date of Incorporation \_\_\_\_\_

Country of Incorporation       Malaysia       Others \_\_\_\_\_

Type of Organisation       Private Company       Public Company       Government Agency

Society/Association       Others \_\_\_\_\_

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

Registered Address (as per registration document) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Postcode \_\_\_\_\_

Business Address (if differs from above) \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_ Postcode \_\_\_\_\_

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

Business Premise       Own Property       Mortgage       Rented

Ultimate Holding Company (if applicable) \_\_\_\_\_

**B. FINANCIAL INFORMATION (LATEST AUDITED)**

As at (DD/MM/YYYY) \_\_\_\_\_

Issued/ Paid-up Capital \_\_\_\_\_ Shareholders' Funds \_\_\_\_\_

**C. SUBSTANTIAL INDIVIDUAL SHAREHOLDERS/ BENEFICIAL OWNER (25% OR MORE)**

Name	NRIC/ Passport No.	Nationality	% of shareholding
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

(Please attach a separate sheet if the space provided is insufficient)

**D. MAIN CONTACT PERSONS AUTHORISED TO TRADE AND/ OR OPERATE THE ACCOUNT AS STATED IN BOARD RESOLUTION**

Name	Designation	Contact No.	E-mail Address
1. _____	_____	_____	_____
2. _____	_____	_____	_____
3. _____	_____	_____	_____
4. _____	_____	_____	_____

(Please attach a separate sheet if the space provided is insufficient)

**E. INVESTMENT/ TRADING OBJECTIVE AND EXPERIENCE**

- Investment/ Trading Objective  Speculation  Arbitraging  Hedging
- Investment/ Trading Experience :  
Equities/ Bonds/ Funds \_\_\_\_\_ years  
Futures/ Options/ Derivatives \_\_\_\_\_ years
- Source of Funds  
 Business Income  Rental Income  Investment/ Dividend Income  
 Interest Income  Loan  Others, please specify \_\_\_\_\_  
Country/ Jurisdiction of Source of Funds  Malaysia  Others \_\_\_\_\_
- Source of Wealth  
 Business Retained Profits  Sale of Real Estate  Disposal of Investment  Others \_\_\_\_\_  
Country/ Jurisdiction of Source of Wealth  Malaysia  Others \_\_\_\_\_
- Risk tolerance  Aggressive  Moderate  Conservative
- Anticipated Funds for Trading (per month)  Below RM 50,000  RM 50,000 to RM 200,000  
 RM 200,001 to RM 500,000  Above RM500,000  
Anticipated Monthly Volume (number of contracts)  Below 50  50 to 200  201 to 500  Above 500

**F. RELATED PARTIES/ ACCOUNTS**

- Do you have any trading account(s) with other brokers?  Yes  No  
If yes, please specify name of broker(s) \_\_\_\_\_
- Do you have any Related Parties<sup>1</sup> who maintain account(s) with CGS International Futures Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Futures Sdn. Bhd.)?  Yes  No

<sup>1</sup> Related Parties are its Related Corporation<sup>2</sup> and its Associated Corporation<sup>3</sup> that maintains an account with us.

<sup>2</sup> A corporate is deemed to be a Related Corporation to each other if it is the holding company of another corporation; it is a subsidiary of another corporation; or it is a subsidiary of the holding company of another corporation.

<sup>3</sup> An Associated Corporation is a corporation that is deemed to be associated with the person by virtue of the person holding, directly or indirectly, not less than 20% and not more than 50% of the issued share capital of the corporation.

Name of Related Corporation

Registration No.

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Name of Associated Corporation

Registration No.

\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_

**G. POLITICALLY EXPOSED PERSON (“PEP”)**

Are you a PEP Related Entity<sup>1</sup> ?       Yes       No

If yes, please elaborate.

No.	Name	NRIC/ Passport No.	Position & Designation	Country	Relationship with PEP <sup>2</sup> (only applicable to PEP’s Family Members <sup>3</sup> and their Close Associates <sup>4</sup> )
1.					
2.					
3.					

<sup>1</sup> PEP Related Entity is a corporation which is associated to PEP, by virtue of its beneficial owner, directors or authorized signatories being PEPs or associated to PEPs. Family members or close associates of a PEP are also deemed PEPs.

<sup>2</sup> PEPs are individuals who are or have been entrusted with prominent public functions (whether in Malaysia or in a foreign country) e.g. Heads of State, Heads of Government, government ministers, senior civil or public servants (e.g. Cabinet and permanent secretaries, Director Generals, head of departments and their deputies), senior judicial or military officials, senior executives of government owned corporations, senior political party officials, important political party officials, members of the legislature and senior management of statutory bodies and International Organisations (e.g. UN, IMF, World Bank, OECD, European Union, ASEAN and International Sport Organisations).

<sup>3</sup> Family Members include the spouse; child and their spouses (including a biological and non-biological child); parents (including biological and non-biological parents); spouse’s parents, siblings and their spouses (including biological and non-biological parents, commonly referred to parents in law); and siblings and their spouses (including biological and non-biological siblings).

<sup>4</sup> Close Associates include extended family member such as relatives (biological and non-biological relationship); financially dependent individuals (e.g. persons salaried by the PEPs such as drivers, bodyguards, secretaries); business partners or associates; prominent members of the same organisation as the PEP; person who is working closely with the PEPs (e.g. work colleagues); or close friends.

**H. STANDING CREDIT INSTRUCTION**

All payments arising from our fund withdrawal requests to CGS International Futures Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Futures Sdn. Bhd.) (“the Broker”) shall be credited directly into our designated bank account as specified below :

Bank Name \_\_\_\_\_

Account No. 

--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--	--

(Please enclose a photocopy of the Applicant’s Latest Bank Statement for verification purposes)

In consideration of the Broker agreeing to the above standing credit instruction, we hereby agree:

1. to refund to the Broker any payments wrongly made to us or wrongly credited into our trading account maintained with the Broker and/ or the above mentioned bank account;
2. not to hold the Broker responsible for any losses arising thereof and undertake to indemnify the Broker at all times against all claims, losses or expenses incurred by the Broker in connection with this instruction; and
3. the above standing credit instruction shall remain in force until further notice in writing is provided by us . The Broker in its sole and absolute discretion shall be entitled to vary the above mode or manner of payment without prior written notice to us.

**I. INSTRUCTIONS FOR E-STATEMENTS/ NOTIFICATIONS**

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We hereby consent to receive our daily and monthly statements, invoices (which may be incorporated and issued as part of the daily contract statements) or any other statements/ notifications (“statements/ notifications”) that may be made available to us by the Broker via any of the following email address(es) stated below with immediate effect.

Tick      Signature

(1) \_\_\_\_\_

(2) \_\_\_\_\_

(3) \_\_\_\_\_

As such, we hereby instruct and give our consent to the Broker to: -

1. issue and deliver the statements/ notifications in electronic form;
2. deliver the statements/ notifications to any or all of our specific email address(es) as advised; and
3. adopt an alternative mode of delivery as may be determined by the Broker in issuing and delivering the statements/ notifications in the event of systems failure.

In this regard, we hereby undertake to continue to be bound by the terms and conditions stated in this application form executed by us for our account(s) including any addition or amendments that may be made by the Broker from time to time.

We also accept and assume the inherent risk associated in receiving the above statements/ notifications electronically. We will not make any claims against the Broker, its directors or officers nor hold the Broker or them responsible for any matters or liabilities that may arise in relation to this consent but shall instead, be entirely responsible for any liabilities or losses suffered as a result of such mode of delivery.

We further acknowledge and agree that all our liabilities (if any) with the Broker shall remain unchanged and continuous, and it shall not be affected in any way with the change in the mode of electronic delivery of statements/ notifications that may be made available to us by the Broker.

In the event that we wish to discontinue receiving the statements/ notifications in electronic form, we shall provide the Broker no less than 7 working days from the intended effective date, our written instruction to revoke our instructions with respect to the electronic delivery of statements/ notifications and from the effective date, will agree to receive our statements/ notifications in hardcopy to the latest available correspondence address maintained in the Broker's records.

## J. DECLARATION AND AGREEMENT

By signing this Account Application Form, we hereby declare/ agree/ undertake that:

1. We are not insolvent, under any winding up proceedings or placed under any receiver, manager or liquidator.
2. Prior to the trading of any Shariah-compliant futures contract, we acknowledge that futures contracts which may be transacted, held, dealt with, using the Shariah-Compliant Futures Account are limited to futures contract that has been approved by the Shariah Advisory Council of the Securities Commission Malaysia and/ or the Broker's authorised Shariah adviser as Shariah-compliant. We acknowledge that the Broker shall not be obligated or responsible to verify, monitor or confirm the compliance or conformity of any such futures contract approved by the Shariah Advisory Council and/ or the Broker's authorised Shariah adviser as Shariah-compliant.
3. The information given herein, including all documents attached hereto, are true and complete in every respect and do not contain any false or misleading information and we have not willfully withheld any facts. We shall keep the Broker informed of any change in particulars given in this Account Application Form.
4. The Broker shall have the right to reject the Applicant's application at its sole discretion without any reason whatsoever.
5. We confirm that the Broker is authorised to verify any information and/ or make any checks and/ or obtain any information and/ or confirmation at any time and from time to time now and/ or in the future, with or from any credit reference/ reporting agencies, including but not limited to and/ or any other agencies and/ or from any financial institution and/ or any other source(s) that the Broker may in its sole discretion deem appropriate and to provide to such aforesaid party(s) with the required information requested to enable the Broker to ascertain our status and/ or any of its directors, individual shareholders, officers, personnel, individual guarantor, security provider and/ or other person, individual, and/ or entity related to and/ or associated with us as may be required by the Broker for the purpose of the consideration of this application and thereafter if this application is approved for the purposes of continued maintenance of the account; and/ or recovery of debts due and payable under the account; and/ or any purpose related to or in connection with the account applied for; and/ or for any other purpose, that is required or permitted by any law, regulations, guidelines and/ or relevant regulatory authorities.
6. We are fully aware of and understand the processes, procedures and risks involved in using the services and executing transactions through the electronic trading facilities.
7. We are fully aware of and understand the relevant laws, rules and regulations relating to the services provided by the Broker to us pursuant to the General Terms and Conditions and Risk Disclosure Statement (Conventional or Shariah Compliant Futures, as applicable) consisting of the Client Agreement, Terms and Conditions of Trading, Supplemental Terms and Conditions of Trading for Electronic Trading Facilities and the Risk Disclosure Statement, including those on trading and dealing of futures contracts.
8. We acknowledge and agree that the Broker may retain, for the benefit of the Broker and without any obligation to account to us, any interest/ hibah or profit the Broker receives from our monies deposited in the Trust Account (the "Client's Monies"). We further consent to the Broker withdrawing the Client's Monies and any interest/ hibah or profit received on the Client's Monies from the Trust Account, to the extent permitted by applicable laws, including but not limited to paying out such interest/ hibah or profit. The Broker may in its sole and absolute discretion, taking into account any withholding tax and any administrative expenses incurred by the Broker in maintaining the Trust Account, pay any interest/ hibah or profit received on the Client's Monies to us. We agree and acknowledge that any interest/ hibah or profit paid by the Broker to us may be less than that received by the Broker.

We duly verify that this is our written direction allowing the Broker to do the above.

9. Pursuant to Rule 4.12(2) and Rule 4.12(4) of the Rules of Bursa Malaysia Derivatives Berhad, we hereby declare that dealings in futures contract in respect of our trading account is/ shall be carried out :-

for us as principal.

for and on behalf of another person\*. We agree to furnish to the Broker information and documents of the ultimate owner upon the Brokers' request. We also undertake to furnish the said information promptly, notwithstanding the termination of the Client Agreement and/ or services by the Broker. (\* Note : applicable to omnibus/ agency account only)

and we make this solemn declaration conscientiously believing the same to be true, and whenever required, shall execute any additional documents in accordance to the Rules of Bursa Malaysia Derivatives Berhad in respect of our trading account as above.

10. In relation to our shareholders or beneficial owners of the company, we the undersigned also

confirm that the company has no shareholders/ beneficial owners or directors which are U.S. persons or residents hold more than 25% direct or indirect shareholding.

confirm that the company's shareholders/ beneficial owners or directors which are U.S. persons or residents hold more than 25% direct or indirect shareholding. *(Please complete table(s) below, where applicable)*

Shareholder/ U.S. Director Name	% of share owned <sup>1</sup>	Tax Number

Note: 1.To fill up "U.S. Director" if the person named is a U.S. Director of the Applicant.

Beneficial Owner Name	Passport/ ID No.	Passport Expiry Date [DDMMYYYY]	Tax Number

Note: U.S. persons and possibly U.S. persons are also requested to complete Form W-8BEN-E or Form W-9.

We hereby consent for the Broker and its related corporations (as defined in the Companies Act 2016) (collectively "CGSI Group") to share our information as above, including information on directors, or shareholders or owners or beneficial owners that are U.S. Persons, with domestic or overseas regulators or tax authorities, where necessary to establish the tax liability of any of the above mentioned parties in any relevant jurisdiction.

In this respect, we confirm that we have obtained the respective consent of directors or shareholders or owners or beneficial owners that are U.S. Persons, for their information to be provided to CGSI Group to share such information with domestic or overseas regulators or tax authorities, where necessary to establish the tax liability of any of the above mentioned parties in any relevant jurisdiction.

We agree and undertake to deliver to CGSI Group additional information, documents and/ or forms, which our authorised signatory or director(s) will sign for the purposes of CGSI Group's compliance with any tax laws and regulations.

Where required by domestic or overseas governmental, supervisory or regulatory authorities, we understand and agree that CGSI Group may withhold, and pay out, from any of our account(s) such amounts as may be required according to applicable laws, regulations, directives, guidelines and/ or agreements with and/ or from domestic or overseas governmental, supervisory or regulatory authorities.

We also agree and undertake to notify the Broker in a timely manner (which in any case, within 30 calendar days), and provide the information if requested by the Broker, if there is a change in any information which we have provided to the Broker as above.



11. **Disclosure to third parties for strategic alliances, marketing and promotional purposes**

We consent to our personal data and/ or any of our directors, any individual shareholders, officers, personnel, and/ or other person, individual, and/ or entity related to and/ or associated with us to be collected, used, disclosed and/ or processed by the Broker in accordance with the Client Agreement forming part of the General Terms and Conditions and Risk Disclosure Statement (Conventional or Shariah- Compliant Futures, as applicable), provided always that disclosure for cross selling purposes shall not be effected if such disclosure is objected by us by writing to the Broker at the following address (which may be changed by the Broker from time to time by notice to us): Level 12, Menara Aras Raya, No. 11, Jalan Raja Laut, 50350 Kuala Lumpur, Wilayah Persekutuan, Malaysia. (Attention to Client Services Department).

Further, where the Broker intends to share our information (excluding information relating to our affairs or account) with third parties for strategic alliances, marketing and promotional purposes.

We hereby consent to the above disclosure to third parties.

We do not consent to the above disclosure to third parties.

12. **Personal Data Notice Acknowledgement**

We agree to notify our individual shareholders, directors, officers, individual guarantors and security providers in writing of the Personal Data Notice issued by Bursa Malaysia Berhad ("**Bursa Malaysia**"), which is available at Bursa Malaysia's website at [www.bursamalaysia.com](http://www.bursamalaysia.com) or has otherwise been made available to us.

13. We acknowledge that we have received, read, understood, accepted and agreed to be bound by the contents of the General Terms and Conditions and Risk Disclosure Statement (Conventional or Shariah-Compliant Futures, as applicable) consisting of the Client Agreement, Terms and Conditions of Trading, Supplemental Terms and Conditions of Trading for Electronic Trading Facilities and the Risk Disclosure Statement for futures contracts or Shariah-compliant futures contracts (as may be applicable depending on the type of account(s) being opened with the Broker) (collectively, the "Documents"), including such additional amendments or terms and conditions as may be made to the Documents from time to time.

We hereby confirm that we have read, understood, accepted and agreed to be bound by each of the terms and conditions as set out in this Account Application Form and the Documents. By the insertion of our signature below and the execution of this Account Application Form, it is deemed that the Documents have been duly executed by the Client.

**AFFIX COMMON SEAL/ RUBBER STAMP HERE**

Executed on behalf of the company

\_\_\_\_\_  
Signature of Authorised Signatory

Name :

NRIC/ Passport No. :

Designation :

Date :

\_\_\_\_\_  
Signature of Authorised Signatory

Name :

NRIC/ Passport No. :

Designation :

Date :

\_\_\_\_\_  
Signature of Futures Broker's Representative/ Notary Public/ Witness

Name :

NRIC/ Passport No. :

Designation :

Date :

**K. ENTITY SELF-CERTIFICATION**

Under Common Reporting Standard (“CRS”) and Foreign Account Tax Compliance Act (“FATCA”), CGS International Futures Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Futures Sdn. Bhd.) (“CGS MYF”) is required to collect and report certain information to the local tax authority on the status of our clients. Should there be a change in circumstances relating to information, such as the Account Holder’s tax status or other mandatory field information that makes this form incorrect or incomplete, please notify and submit to CGS MYF with an updated Self-Certification Form. Kindly consult your tax or legal adviser should you have questions on or in relation to CRS and FATCA.

**Part 1. Identification of Account Holder**

Please declare your Tax Residency status:

- Malaysian tax resident. Please proceed to complete Part 3, 4 & 5.
  Malaysian and Non-Malaysian tax resident. (If multiple tax residency status) Please proceed to complete Part 2, 3, 4 & 5.
  Non-Malaysian tax resident. Please proceed to complete Part 2, 3, 4 & 5.

**Part 2. Tax Residence Information**

Country/ Jurisdiction of Tax Residence	Tax Identification Number (TIN) or equivalent	If TIN or equivalent is unavailable, please state reason (A, B, or C)

- Reason A** – Country does not issue TIN to its residents  
**Reason B** – No tax obligation (i.e. TIN application in progress, not required to register tax file, and others)  
**Reason C** – No TIN is required (note : only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed)

For Reason B, please explain reason of Account Holder unable to obtain TIN or equivalent number.

1.	
2.	
3.	

**Part 3. Entity Type**

Please tick the applicable type of entity either Financial Institution (“FI”) or Non-Financial Entity (“NFE”).

**Financial Institution (“FI”)**

- 1A) Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution (Please complete the Controlling Person of Entity in the Annex form if ticking this box)
- 1B) It is a Depository Institution, Custodial Institution or Specified Insurance Company
- If you have ticked (a) or (b) above, please provide, if held, the Account Holder’s Global Intermediary Identification Number (“GIIN”) obtained for FATCA purposes
- -   -

**Non-Financial Entity (“NFE”)**

- 1C) Active NFE – A corporation that is publicly traded or a related entity of such corporation
- The Account Holder is a corporation, the stock of which is regularly traded on \_\_\_\_\_, which is an established securities market.
- The Account Holder is a related entity of \_\_\_\_\_, a corporation, the stock of which is regularly traded on \_\_\_\_\_, which is an established securities market.
- 1D) Active NFE – A Governmental Entity
- 1E) Active NFE – A Central Bank
- 1F) Active NFE – An International Organisation
- 1G) Active NFE (e.g. active business, start-up company, charity or non-profit organization and an entity other than Entity 1C or 1F)
- 1H) Passive NFE – Not an Active NFE (complete the Controlling Person of Entity in the Annex form)

**Part 4. Controlling Person<sup>1</sup>**

No.	Name	Current Residence Address	Tax Residency	Tax Identification No. (TIN) or equivalent
1.				
2.				
3.				

**Part 5. Declaration**

I understand that the information supplied by me is covered by the full provisions of the terms and conditions governing the Account Holder's relationship with CGSI Group setting out how CGSI Group may use and share the information supplied by me.

I acknowledge that the information contained in this form and information regarding the Account Holder and any Reportable Account(s) may be reported directly or indirectly to any relevant tax authority, including of the country/ jurisdiction in which this account(s) is/ are maintained and exchanged with tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Account Holder may be resident for tax purposes pursuant to agreements between competent authorities to exchange financial account information.

I certify that I am authorized to sign on behalf of the Account Holder in respect of all the account(s) to which this form relates and I declare that all statements made in this declaration are to the best of my knowledge and belief, correct and complete.

If there is a change in circumstances that affects the tax residence of the Account Holder or causes the information contained herein to become incorrect or incomplete, I understand that I am obligated to inform CGSI Group of the change in circumstances within 30 days of its occurrence and to provide a suitably updated self-certification.

\_\_\_\_\_  
Signature & Name

\_\_\_\_\_  
Designation

\_\_\_\_\_  
Date [DD/MM/YYYY]

<sup>1</sup> Controlling Person to fill the table above and Annex form  
\* Delete whichever is not applicable

**CONTROLLING PERSON SELF-CERTIFICATION FORM (ANNEX FORM)**

*Note: To be completed by each Controlling Person(s), if applicable. Please make another copy of this section if the controlling person is more than 2.*

**Part 1. Identification of Controlling Person(s)**

Controlling Person 1	Controlling Person 2
Full Name:	Full Name:
Current Residence Address:	Current Residence Address:
Postal Code/ Zip Code & Country:	Postal Code/ Zip Code & Country:
Mailing Address (if different):	Mailing Address (if different):
Postal Code/ Zip Code & Country:	Postal Code/ Zip Code & Country:
Date of Birth:	Date of Birth:

**Part 2. Tax Residence information**

	Controlling Person 1	Controlling Person 2
Country/ Jurisdiction of Tax Residence		
Tax Identification Number (TIN) or equivalent		
If TIN or equivalent is unavailable, please state reason (A, B or C)		

For U.S. Person <sup>(a)</sup>, please fill up W-9 Form. (<sup>(a)</sup> U.S. Person refers to citizen or resident of the United States or holds a U.S. green card or a U.S. passport).

**Reason A** – Country does not issue TIN to its residents

**Reason B** – No tax obligation (i.e. TIN application in progress, not required to register tax file, and others)

**Reason C** – No TIN is required (note : only select this reason if the authorities of the country of residence for tax purposes do not require the TIN to be disclosed)

For Reason B, please explain reason of Account Holder unable to obtain TIN or equivalent number

No.	Reasons	Controlling Person 1	Controlling Person 2
1.			
2.			
3.			

**Part 3. Type of Controlling Person**

Controlling Person of a Legal Person		Controlling Person 1	Controlling Person 2
<input type="checkbox"/>	Control by ownership (direct or indirect)		
<input type="checkbox"/>	Control by other means		
<input type="checkbox"/>	Senior managing official		

Controlling Person of a Trust		Controlling Person 1	Controlling Person 2
<input type="checkbox"/>	Settlor		
<input type="checkbox"/>	Trustee		
<input type="checkbox"/>	Protector		
<input type="checkbox"/>	Beneficiary		
<input type="checkbox"/>	Other: Please specify type		

Controlling Person of a Legal Arrangement (Non-Trust)		Controlling Person 1	Controlling Person 2
<input type="checkbox"/>	Settlor-equivalent		
<input type="checkbox"/>	Trustee-equivalent		
<input type="checkbox"/>	Protector-equivalent		
<input type="checkbox"/>	Beneficiary-equivalent		
<input type="checkbox"/>	Other-equivalent: Please specify type		

**Part 4. Declaration**

We understand that the information supplied by us is subject to the terms and conditions governing the Account Holder's relationship with CGSI Groupsetting out how CGSI Group may use and share the information supplied by us.

We acknowledge that the information contained in this declaration and information regarding the Controlling Person and any Reportable Account(s) may be provided directly or indirectly to any relevant tax authority, including of the country/ jurisdiction in which this account(s) is/ are maintained and exchanged with tax authorities of another country/ jurisdiction or countries/ jurisdictions in which the Account Holder may be resident for tax purposes pursuant to agreements between competent authorities to exchange financial account information.

We certify that we are the Controlling Person or are authorized to sign for the Controlling Person\*\*, of the account(s) held by the entity Account Holder to which this form relates. We declare that all statements made in this declaration are to the best of our knowledge and belief, correct and complete.

If there is a change in circumstances that affects the tax residence of the Account Holder or causes the information contained herein to become incorrect or incomplete, we understand that we are obligated to inform CGSI Group of the change in circumstances within 30 days of its occurrence and to provide a suitably updated self-certification.

Controlling Person 1

Controlling Person 2

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**Signatory**

Name :

New NRIC/ Passport No. :

Passport Expiry Date :

Date :

---

**Signatory**

Name :

New NRIC/ Passport No. :

Passport Expiry Date :

Date :

*\*Delete whichever is not applicable*

*\*\* Authorisation on behalf of the Controlling Person must be accompanied with Power of Attorney or equivalent recognized document of the country*

## Definitions of Entity Self-Certification

1. **ACCOUNT HOLDER**  
Means the person or legal entity listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. A person, other than a Financial Institution, holding a Financial Account for the benefit of another person as an agent, a custodian, a nominee, a signatory, an investment advisor, an intermediary, or as a legal guardian, is not treated as the Account Holder. With respect to a jointly held account, each joint holder is treated as an Account Holder.
2. **ACTIVE NFE**  
Means any Non-Financial Entity that meets any of the following criteria:
  - (a) less than 50% of the NFE's gross income for the preceding calendar year or other appropriate reporting period is passive income and less than 50% of the assets held by the NFE during the preceding calendar year or other appropriate reporting period are assets that produce or are held for the production of passive income;
  - (b) the stock of the NFE is regularly traded on an established securities market or the NFE is a Related Entity of an Entity the stock of which is regularly traded on an established securities market;
  - (c) the NFE is a Governmental Entity, an International Organisation, a Central Bank, or an Entity wholly owned by one or more of the foregoing;
  - (d) substantially all of the activities of the NFE consist of holding (in whole or in part) the outstanding stock of, or providing financing and services to, one or more subsidiaries that engage in trades or businesses other than the business of a Financial Institution, except that an Entity does not qualify for this status if the Entity functions (or holds itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle whose purpose is to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes;
  - (e) the NFE is not yet operating a business and has no prior operating history, (a " start-up NFE") but is investing capital into assets with the intent to operate a business other than that of a Financial Institution, provided that the NFE does not qualify for this exception after the date that is 24 months after the date of the initial organisation of the NFE;
  - (f) the NFE was not a Financial Institution in the past five years, and is in the process of liquidating its assets or is reorganising with the intent to continue or recommence operations in a business other than that of a Financial Institution;
  - (g) the NFE primarily engages in financing and hedging transactions with, or for, Related Entities that are not Financial Institutions and does not provide financing or hedging services to any Entity that is not a Related Entity, provided that the group of any such Related Entities is primarily engaged in a business other than that of a Financial institutions;
  - (h) the NFE meets all of the following requirements:
    - i) it is established and operated in its jurisdiction of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its jurisdiction of residence and it is a professional organisation, business league, chamber of commerce, labour organisation, agricultural or horticultural organisation, civic league or an organisation operated exclusively for the promotion of social welfare;
    - ii) it is exempt from income tax in its jurisdiction of residence;
    - iii) it has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
    - iv) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents do not permit any income or assets of the NFE to be distributed to, or applied for the benefit of, a private person or non-charitable Entity other than pursuant to the conduct of the NFE's charitable activities, or as payment of reasonable compensation for services rendered, or as payment representing the fair market value of property which the NFE has purchased; and
    - v) the applicable laws of the NFE's jurisdiction of residence or the NFE's formation documents require that, upon the NFE's liquidation or dissolution, all of its assets be distributed to a Governmental Entity or other non-profit organization, or escheat to the government of the NFE's jurisdiction of residence or any political subdivision thereof.
3. **CONTROLLING PERSON**  
Means the natural persons who exercise control over an entity or any shareholder with interest of more than 25% shares or threshold set by the local authority. In the case of a trust, such term means the settlor, the trustee, the protector (if any), the beneficiaries or class of beneficiaries, and any other natural person exercising ultimate effective control over the trust, and in the case of a legal arrangement other than a trust, such term means persons in equivalent or similar positions, The term 'Controlling Persons' must be interpreted in a manner consistent with the FATF recommendations or by the local regulations governing non-individual entities. If the account is maintained for an entity of which the individual is a Controlling Person, then the 'Controlling Person tax residency Self-Certification' form should be completed instead of this form.
4. **CUSTODIAL INSTITUTION**  
Means any Entity that holds, as a substantial portion of its business, Financial Assets for the account of others. This is where the Entity's gross income attributable to the holding of Financial Assets and related financial services equals or exceeds 20% of the Entity's gross income during the shorter of: (i) the three-year period that ends on 31 December (or the final day of a non-calendar year accounting period) prior to the year in which the determination is being made; or (ii) the period during which the Entity has been in existence.
5. **DEPOSITORY INSTITUTION**  
Means any Entity that accepts deposits in the ordinary course of a banking or similar business.
6. **ENTITY**  
Means a legal person or a legal arrangement, such as a corporation, partnership, trust or foundation.
7. **FINANCIAL ACCOUNT**  
Means an account maintained by a Financial Institution, and includes depository accounts, custodial accounts, equity and debt interest in certain investment entities; cash value insurance contracts and annuity contracts.
8. **FINANCIAL INSTITUTION**  
A financial institution generally means an entity that is a depository institution, custodial institution, investment entity, or an insurance company (or holding company of an insurance company) that issues cash value insurance or annuity contracts.

9. INVESTMENT ENTITY

The term "Investment Entity" includes two types of Entities:

- i) an Entity that primarily conducts as a business one or more of the following activities or operations for or on behalf of a client:
  - Trading in money market instruments (cheques, bills, certificates of deposit, derivatives, etc.); foreign exchange; exchange, interest rate and index instruments; transferable securities; or commodity futures trading;
  - Individual and collective portfolio management; or
  - Otherwise investing, administering, or managing Financial Assets or money on behalf of other persons.

Such activities or operations do not include rendering non-binding investment advice to a client.

- ii) The second type of "Investment Entity" ("Investment Entity managed by another Financial Institution") is any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets where the Entity is managed by another Entity that is a Depository Institution, a Custodial Institution, a Specified Insurance Company, or the first type of Investment Entity

10. NFE

Means any Entity that is not a Financial Institution.

11. PARTICIPATING JURISDICTION

Means a jurisdiction with which an agreement is in place pursuant to which it will provide the information set out in the CRS and FATCA.

12. PASSIVE NFE

Means any:

- i) NFE that is not an Active NFE;
- ii) Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution; and
- iii) Refers to entities, organisations, companies or special purpose vehicles of private equity funds with non-active trading or business activities. It derives its income from passive assets and more than 50% of the entity's gross income are passive income. Examples of passive income are interests, dividends, royalties and rental income.

13. RELATED ENTITY

An Entity is a Related Entity of another Entity if either Entity controls the other Entity, or the two Entities are under common control. For this purpose control includes direct or indirect ownership of more than 50% of the vote and value in an Entity.

14. REPORTABLE ACCOUNT

Means an account held by one or more Reportable Persons or by a Passive NFE with one or more Controlling Persons that is a Reportable Person.

15. REPORTABLE JURISDICTION

A Reportable Jurisdiction is a jurisdiction with which an obligation to provide financial account information is in place and that is identified in a published list.

16. REPORTABLE PERSON

Means reportable person other than:

- i) a corporation the stock of which is regularly traded on one or more established securities markets;
- ii) any corporation that is a Related Entity of a corporation
- iii) a Governmental Entity;
- iv) an International Organisation;
- v) a Central Bank; or
- vi) a Financial Institution

17. TAX RESIDENT

A Tax Resident/ Resident (for tax purposes) is an individual or an entity who is resident under the tax laws of a jurisdiction.

18. TIN

Means Taxpayer Identification Number or functional equivalent in the absence of a Taxpayer Identification Number. Further details of acceptable TINs can be found at: <https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-identification-numbers/>

DISCLAIMER:

The above are selected definitions to assist you with the completion of this Form. Should you have any questions, please consult your tax or legal adviser on or in relation to CRS and FATCA.

TO BE COMPLETED BY FUTURES BROKER'S REPRESENTATIVE ("FBR")				
Code	Products	Commission (RM)# [a]	Derivatives Fees (RM)* [b]	Total Charges (RM) [a + b]
FKLI OKLI	Overnight per half turn		5.00	
	Day / Spread / Scratch trade per half turn		5.00	
FCPO OCPO	Overnight per half turn		3.00	
	Day / Spread / Scratch trade per half turn		2.00	
FEPO	Overnight per half turn		3.00	
	Day / Spread / Scratch trade per half turn		3.00	
FPKO	Overnight per half turn		3.00	
	Day / Spread / Scratch trade per half turn		3.00	
FGLD	Overnight per half turn		2.00	
	Day / Spread / Scratch trade per half turn		2.00	
FM70	Overnight per half turn		2.00	
	Day / Spread / Scratch trade per half turn		2.00	
FKB3	Overnight per half turn		1.00	
	Day / Spread / Scratch trade per half turn		1.00	
FMG3	Overnight per half turn		1.00	
	Day / Spread / Scratch trade per half turn		1.00	
FMG5	Overnight per half turn		1.00	
	Day / Spread / Scratch trade per half turn		1.00	
FMGA	Overnight per half turn		1.00	
	Day / Spread / Scratch trade per half turn		1.00	
F4GM	Overnight per half turn		1.50	
	Day / Spread / Scratch trade per half turn		1.50	
Code	Products	Commission (RMB)# [a]	Derivatives Fees (RMB)* [b]	Total Charges (RMB) [a + b]
FCNH	Overnight per half turn		2.50	
	Day / Spread / Scratch trade per half turn		2.50	
Code	Products	Commission (USD)# [a]	Derivatives Fees (USD)* [b]	Total Charges (USD) [a + b]
FUPO	Overnight per half turn		0.90	
	Day / Spread / Scratch trade per half turn		0.90	
FPOL OPOL	Overnight per half turn		0.90	
	Day / Spread / Scratch trade per half turn		0.90	
FSOY	Overnight per half turn		0.90	
	Day / Spread / Scratch trade per half turn		0.90	
FTIN	Overnight per half turn		0.90	
	Day / Spread / Scratch trade per half turn		0.90	
<input type="checkbox"/> Tick for Online Discount, Amount : RM _____				
* Clearing and Exchange fees may be varied from time to time by the Exchange. Exchange fees are subject to Sales and Services Tax (SST) # Commission is subject to SST				
Additional Information				
How do I know the Applicant/ Name of Introducer : _____				
No. of years I have known the Applicant : _____ years				
Other relevant information : _____				



I hereby

1. request CGS International Futures Malaysia Sdn. Bhd. (formerly known as CGS-CIMB Futures Sdn. Bhd.) ("the Broker") to allow the Applicant to open a trading account with the Broker.
2. agree to allow the Applicant to use the Electronic Trading Facilities. I confirm that the Applicant has the knowledge of the process of entering orders through the Electronic Trading Facilities, the Laws and Rules in relation to trading on the market.
3. confirm that the information given by me above is true and I have not withheld any information which might prejudice this application; where the Applicant is unable to read and understand the provisions (including the rights, covenants, undertakings and obligations of the Applicant) as contained in the application form, I have distinctly, clearly and audibly translated the same for the Applicant into the..... language / dialect which is the language / dialect understood by the Applicant, and the Applicant has appeared to clearly understand the same.
4. confirm that the signature on the Account Application Form, Electronic Trading Facilities Supplemental Terms and Conditions of Trading and Risk Disclosure Statement is that of the Applicant and I am aware that the Applicant is required to comply with all the terms and conditions accompanying this Account Application Form which the Broker may vary from time to time at its absolute discretion.
5. undertake to indemnify the Broker against any losses, damages, debts, charges and all other costs and expenses whatsoever incurred or suffered or which the Broker may incur or suffer in relation to the Broker opening the account of this Applicant and the subsequent operation thereof and in connection with the provision of services and Electronic Trading Facilities by the Broker to the Applicant (applicable to commissioned FBR only).

\_\_\_\_\_

FBR's Signature

\_\_\_\_\_

Date :

Name :

**FOR OFFICE USE ONLY**

**Client Services Department**

Existing Client, Account No.: \_\_\_\_\_

Conventional Futures Broking       Shariah-Compliant Futures Broking ("SCF")

Reviewed by : \_\_\_\_\_ Date : \_\_\_\_\_

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

Risk Profile :     Low     Medium     High      Approved by: \_\_\_\_\_

Remarks : \_\_\_\_\_  
\_\_\_\_\_

**Account Opening : -**

Account No. :    (Conventional) \_\_\_\_\_      (SCF) \_\_\_\_\_

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

Keyed in by : \_\_\_\_\_ Date : \_\_\_\_\_

Reviewed by : \_\_\_\_\_ Date : \_\_\_\_\_

**Compliance**

Reviewed by : \_\_\_\_\_ Date : \_\_\_\_\_