



Access multiple currency pairs  
with leveraged FX trading



Diversify stock portfolio risks  
with futures trading



**Business Trading Account**

**Futures & Leveraged Forex**



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# How can I start trading?

You need to have a trading account with us.

Opening a trading account with us	
 <b>Visit us</b>	<b>Who</b> <ul style="list-style-type: none"> <li>• Authorised signatory as per company resolution, who is also your Company Director</li> </ul> <b>Bring</b> <ul style="list-style-type: none"> <li>• Original Identification Document(ID) of authorised signatories – NRIC (for Singaporean and Singapore PR), Malaysian IC (for Malaysian) or Passport (for other nationality)</li> <li>• Supporting documents (as set out below) – Original/Certified copy by any authorised officer<sup>1</sup></li> <li>• Company stamp</li> </ul>
 <b>Send by mail to the address below</b>	<div style="text-align: center;"><b>OR</b></div> <b>Attach</b> <ul style="list-style-type: none"> <li>• Completed Account Application forms, which include:               <ul style="list-style-type: none"> <li>○ Business account application form</li> <li>○ Board resolution (OCBC Securities Private Limited standard resolution attached)</li> <li>○ Form W8ben-E (for non US Person) or Form W9 (for US Person)</li> <li>○ Personal Guarantee (required for company with paid-up capital of less than S\$100,000 and for all offshore incorporated<sup>2</sup> companies)</li> </ul> </li> <li>• Supporting documents (as set out below)</li> </ul> <div style="border: 1px solid black; padding: 5px; margin-top: 10px;"> <b>Important</b> If you do not have an existing Business trading account with us, please have all Account Application forms and Supporting documents certified by any authorised officer<sup>1</sup>.         </div>

Supporting documents (to be provided)			
	Local Incorporated	Foreign Incorporated	Offshore Incorporated <sup>2</sup>
Certificate of Incorporation / Registration	✓	✓	✓
ACRA Instant information print-out (Less than 2 weeks from the date of account application)	✓	Required for Foreign and offshore incorporated companies registered as a Branch in Singapore	
Memorandum & Articles of Association	✓	✓	✓
Identification documents of <ul style="list-style-type: none"> <li>• Authorised signatories;</li> <li>• Beneficial owner(s);</li> <li>• Shareholder(s);</li> <li>• Director(s);</li> <li>• Personal Guarantor(s); and</li> <li>• Persons with executing authority</li> </ul>	✓	✓	✓
Register of Director(s), Company Secretaries and Shareholders	--	✓	✓
Certificate/ Letter of Incumbency (Less than 6 months from date of application)	--	--	✓
Certificate of Good Standing (from Registrar) (Less than 6 months from date of application)	--	--	✓
Latest audited Financial Statement	Required for company with paid-up capital less than S\$100,000		
Original bank statement or CDP statement (Less than 3 months from date of application) <ul style="list-style-type: none"> <li>• Document should reflect company name and registered/mailling address</li> </ul>	<ul style="list-style-type: none"> <li>• Compulsory for mail-in application</li> <li>• Required for walk-in application only if mailing address differs from registered address</li> </ul>		
Documents of Holding Companies showing the relationship between the account holder and the ultimate Beneficial Owner(s)	Required for company with multiple layers of ownership		

<b>Mail to</b>	OCBC Securities main office: <b>18 Church Street #01-00 OCBC Centre South Singapore 049479</b>
<b>For Enquiries</b>	 1800 338 8688/(65) 6338 8688 <span style="float: right;"> askocbcsec@ocbc.com</span>

**Note****1. Listed of authorised officers**

- Notary Public (officially registered with the Country's governmental institution)
- Justice of Peace
- Singapore Embassy staff member

The authorised officer above performing the certification has to provide his/her name, contact number and/or company website.

**2. For the list of offshore incorporated companies, you may contact your Trading Representative or our customer service.**



All information is required unless stated

Account referred by

## 1 Choose your trading account

<input type="checkbox"/> <b>Futures</b> ➤ <b>Online trading access</b> <input type="checkbox"/> Yes <input type="checkbox"/> No	<input type="checkbox"/> <b>Leveraged Forex</b> ➤ <b>Online trading access</b> <input type="checkbox"/> Yes <input type="checkbox"/> No
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## 2 Fill in your particulars

### Account details

#### Registered name

#### Registration number

#### Place of incorporation / registration

#### Date of incorporation / registration ➤ dd/mm/yyyy

#### Principal activities

#### GST chargeable

☐ Yes ☐ No

➤ GST on services rendered to customer may be zero-rated if place of incorporation is not in Singapore

#### Annual turnover

☐ < S\$100,000 ☐ S\$500,001 – S\$1,000,000  
☐ S\$100,000 – S\$500,000 ☐ > S\$1,000,000

### Bank account details

➤ Required as reference for fund transfer

#### Name of bank/branch

#### Bank account number

### Contact details

#### Name of correspondence officer ➤ Compulsory

#### Mailing address ➤ If address differ from registered address, supporting document<sup>1</sup> is required

#### Postal Code

#### Registered address ➤ If address differ from ACRA business profile or equivalent, supporting document<sup>1</sup> is required

#### Postal Code

#### Office number

#### Fax number

#### Email address ➤ required for receiving statements electronically and for correspondences purposes

#### Website

Note:

- Supporting document can be Bank statement, telco bill or utility bill, reflecting your name and address. This document should not be more than 3 months from date of this application.

### 3 Choose your preferred mode to receive your statements ➤ tick 1 only

#### ☐ To receive statements in electronic form only

- We consent to OCBC Securities Private Limited (OSPL) sending our daily and monthly activity statements (collectively referred to as “statements”) via electronic form to our **email address provided in this application**.
- We confirm that we have read, understood and agree to the “Conditions” below.
- We understand that we may revoke our consent to receive statements electronically at any time.
- We further understand that **we will not receive any hardcopy statements** to our mailing address provided in this application.

##### Conditions

1. Your statements will be sent to you for your retrieval at the email address provided in this application. You undertake to inform OSPL of any non-receipt of the statements.
2. You agree that the distribution to you of your statements by email is in lieu of the distribution to you of the hard copy of such statements.
3. You agree that we shall send you your statements by email until we receive your instructions to the contrary. Please note that if you wish to revoke your instructions herein, you are required to give us at least 7 working days’ prior notice in writing.
4. In the event that you change your email address, it is important that you inform us of your new email address immediately. This is to ensure that your statements will not be sent to the wrong party. Where you have failed to inform us of the change in your email address, you shall not hold us responsible for any loss or damage which you may suffer from our sending of your statements to your last known email address in our records.
5. Statements sent by email are subject to OSPL Standard Trading Terms and Conditions which you have agreed to upon opening your account(s) with us, and are to be regarded as Confirmations or statements of Contracts within the meaning of OSPL Standard Trading Terms and Conditions.

#### ☐ To receive hardcopy statements to my mailing address only

- Please send hardcopy statements to my mailing address provided in this application.
- I understand that by choosing this mode to receive my statements, I will not receive any statements electronically (even if my email address is provided in this application).

OR

### 4 Complete your declaration (By Director)

**Bearer Shares** Does your company allow the issuance of bearer shares?

☐ Yes ☐ No

Has your company issued and/or will your company be issuing bearer shares?

☐ Yes ☐ No

I/We understand that **this application will be rejected.**

I/We confirm that the company has not issued any bearer shares. I/We will inform OCBC Securities Private Limited(OSPL), within one week, if we issue any bearer shares.

**Nominee Director or shareholder**

Does your company appoint nominee director(s) and/or nominee shareholder(s)?

☐ Yes ☐ No

Provide the reason for appointing

➤ Nominee director(s):


➤ Nominee shareholder(s):


**Signature of director**

➤ for above declarations

**SIGN HERE**

## 5 Fill in your additional details

Has the Business now or in the past been subjected to any form of financial embarrassment / insolvency?

☐ Yes ☐ No



Please provide details

Has the Business now or in the past been involved in any litigation, disputed accounts or other unresolved matters with any futures or securities brokers?

☐ Yes ☐ No



Please provide details

Does this account or do(es) any principal(s) of this account

☐ Yes ☐ No



- i. control the trading of any other accounts with us; or
- ii. have a 10% or more financial interest in the trading of any other FLF accounts with us; or
- iii. have any other futures account?

Name(s) and Account number(s)

Do(es) any other person(s) / account owner(s) control the trading of or has / have a 10% or more financial interest in this account?

☐ Yes ☐ No



Name(s) and Account number(s)

### Relationship

Is your company a related corporation<sup>2</sup> of Oversea-Chinese Banking Corporation Limited (OCBC Bank) and/or OSPL?

☐ Yes ☐ No



The account(s) to be opened is/are:

☐ For proprietary purpose ☐ For our client

Is your company connected<sup>3</sup> to any corporations which have an existing account with OSPL?

☐ Yes ☐ No



Provide name(s)/account no(s). of connected corporation(s)

#### Note:

2. Where your company is the holding company or a subsidiary or under the same holding company of OCBC Bank and/or OSPL.
3. Where your company has control of not less than 20% of the voting power in that other corporation or that other corporation has control of not less than 20% of the voting power in your company.

Are any of your Company representatives<sup>4</sup> related to any OSPL representatives<sup>5</sup>?

☐ Yes ☐ No



<u>Name of Company representative(s)</u>	<u>Name of OSPL representative(s)</u>	<u>Relationship</u>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Has the Business ever utilised futures and options facilities previously?

☐ Yes ☐ No



Name of broker(s) and market(s) traded

Principal  
Business  
Address

Does your company have business and physical presence outside the country in which it is registered or incorporated?

☐ Yes ☐ No



1. Provide purpose of having this company set up

2. State principal business address

☐ Same as mailing address

☐ Others, please specify

➤ If address different from mailing address, supporting document<sup>1</sup> is required

Postal Code

Company  
Structure

Does your company have 3 or more layers of ownership?

☐ Yes ☐ No



Provide the reason for the multiple layers ownership structure

Trust and  
Foundation

Is your company or substantial shareholder a Trust or Foundation?

☐ Yes ☐ No



Please provide the reason for the Trust or Foundation set up

Note:

1. Supporting document can be Bank statement, telco bill or utility bill, reflecting your name and address. This document should not be more than 3 months from date of this application.
4. Company representative refers to any of your Directors, Shareholders, Beneficial Owners, Office Bearers, Company Secretary, persons with executing authority or appointed authorised persons.
5. OSPL representative refers to any employee or trading representative of OSPL.

## Fill in the particulars of the Beneficial Owners and Persons with executing authority

We certify and confirm that OSPL shall be entitled to rely on our declaration below on the identities of and information relating to the Beneficial Owners and the Persons with executing authority of our account opened or to be opened with OSPL.

Particulars of  
Beneficial  
Owner/ Person  
with executing  
authority

Name

NRIC / Passport number

Nationality

Contact number

+( )

Date of birth ➤ dd/mm/yyyy

/ /

Residential address

Postal Code

Occupation

Is the person acting as

- ☐ Beneficial Owner only
- ☐ Person with executing authority only
- ☐ Both Beneficial Owner and Person with executing authority

Name

NRIC / Passport number

Nationality

Contact number

+( )

Date of birth ➤ dd/mm/yyyy

/ /

Residential address

Postal Code

Occupation

Is the person acting as

- ☐ Beneficial Owner only
- ☐ Person with executing authority only
- ☐ Both Beneficial Owner and Person with executing authority


<b>Name</b>	
<input type="text"/>	
<b>NRIC / Passport number</b>	<b>Nationality</b>
<input type="text"/>	<input type="text"/>
<b>Contact number</b>	<b>Date of birth</b> ➤ dd/mm/yyyy
<input type="text"/>	<input type="text"/>
<b>Residential address</b>	
<input type="text"/>	
<b>Postal Code</b>	
<input type="text"/>	<input type="text"/>
<b>Occupation</b>	<b>Is the person acting as</b>
<input type="text"/>	<input type="checkbox"/> Beneficial Owner only <input type="checkbox"/> Person with executing authority only <input type="checkbox"/> Both Beneficial Owner and Person with executing authority

<b>Name</b>	
<input type="text"/>	
<b>NRIC / Passport number</b>	<b>Nationality</b>
<input type="text"/>	<input type="text"/>
<b>Contact number</b>	<b>Date of birth</b> ➤ dd/mm/yyyy
<input type="text"/>	<input type="text"/>
<b>Residential address</b>	
<input type="text"/>	
<b>Postal Code</b>	
<input type="text"/>	<input type="text"/>
<b>Occupation</b>	<b>Is the person acting as</b>
<input type="text"/>	<input type="checkbox"/> Beneficial Owner only <input type="checkbox"/> Person with executing authority only <input type="checkbox"/> Both Beneficial Owner and Person with executing authority

## 7 Your acknowledgement and agreement

- In making this application for the opening of account(s) with OSPL, we confirm that we have read, understood and agree to:
  - all the contents in the Guide and Cautionary Notes;
  - the Declaration and Agreement, and we agree that the terms and conditions therein form part of our application for opening of account(s) with you;
  - the terms and conditions as follows:
    - OSPL Standard Trading Terms and Conditions ("STC") (A copy of the STC is available at [www.iocbc.com](http://www.iocbc.com) or upon request); and
    - OSPL Terms and Conditions governing Futures Margin and Options Trading and OTC Transactions ("OTC") (A copy of the OTC is available at [www.iocbc.com](http://www.iocbc.com) or upon request);
  - the Risk Disclosure Statements in the STC and OTC;
  - the Electronic Trading – Third Party Software or Technology Provider terms and conditions; and
  - the SGX FTSE/XINHUA indices 5400 Intellectual Property Rights and Disclaimers.
- We declare that any funds and assets that we place with OSPL, and any profits that they generate, will comply with the tax laws of the countries where we are established, set up or incorporated or which we are otherwise subject to.

<b>Signature of authorised signatories</b>     <div style="text-align: right;">  </div> <b>Date:</b> (dd) / (mm) / (yyyy)	<b>Company stamp (if applicable)</b>     <div style="text-align: right;">         x-affix co stamp       </div>	<b>Signature of verifying officer</b> ( OTC / SV )     <b>Date:</b> (dd) / (mm) / (yyyy)
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To : **OCBC SECURITIES PTE LTD**

**CERTIFIED TRUE COPY OF RESOLUTION OF**

\_\_\_\_\_ held on \_\_\_\_\_  
(Name of Company) (Day/Month/Year)

1. **RESOLVED:** That this Company, \_\_\_\_\_  
(Name of Company)  
duly incorporated and existing under the laws of \_\_\_\_\_  
(Jurisdiction of Organisation)

be, and hereby is, authorised and empowered to open and maintain one or more accounts with OCBC Securities Pte Ltd ("OSPL") to trade in all commodities (which expression shall include precious metals and currencies, financial instruments, futures, stock and share indices, and contracts and options relating to any of the foregoing including but not limited to commodity futures contracts, forward commodities and foreign exchange contracts) in accordance with such terms and conditions as OSPL may prescribe on exchanges of which OSPL are members or otherwise, and that any of the officers hereinafter named or such other person as this Company may designate from time to time be and is fully authorised ("Authorised Officer"), on behalf of this Company : -

- a. To give written or oral instructions by telephone, or telegraph, telefax, telex, or otherwise, to OSPL in relation to the payment or transfer of funds, the delivery or transfer of metals into or out of the account(s) and the purpose or sale of commodities for present or future delivery on margin or otherwise, the power to sell including the power to sell 'short';
- b. To borrow money, securities, commodities or commodities futures contracts from or through OSPL and to secure repayment thereof with property of this Company;
- c. To sell, indorse transfer, assign and deliver on behalf of this Company any stocks, bonds or other securities and other property;
- d. To deposit with and withdraw from OSPL money, commodities contracts for the purchase or sale of commodities, securities and other property;
- e. To receive requests and demands for additional margin, notices of intention to sell and purchase and other notices and demands of whatever character; and
- f. To receive and acquiesce in the correctness of contract notes, notices, statements of all commodity trades, statements of account and other records and documents.

And the Authorised Officer shall at all times have complete authority in every way to bind this Company for the carrying out of any contract, arrangement or transaction which shall be entered into or made by him with or through OSPL for or on behalf of this Company including those not specifically referred to. That the Company hereby indemnifies OSPL, and at all times hold OSPL harmless from all losses, claims, damages, costs, charges, expenses, actions, proceedings, and/or any other liabilities whatsoever, legal or otherwise which OSPL may sustain, suffer or incur as a result of this authorisation or any transaction undertaken with this authorisation.

2. **RESOLVED :** That OSPL is authorised to receive from this Company cheques and drafts drawn upon the funds of this Company by any officer or employee of this Company, and to apply the same to the credit of this Company or to its account with OSPL and OSPL is authorised to receive from any Authorised Officer, or from any other officer or employee of this Company, stocks, bonds, securities and other property as collateral or margin for the account of this Company with OSPL.
3. **RESOLVED :** That OSPL is further authorised to accept instructions from any Authorised Officer as to the release of stocks, bonds, and other securities and property from the account of this Company, and at his direction to cause certificates of stocks, bonds, and other securities and property held in said account, to be transferred to the name of this Company, and delivery to any such officer of such stocks, bonds, securities and property shall be deemed delivery to this Company; and any such officer shall have full authority at all times with reference to any transaction deemed by him to be proper to make or enter into for or on behalf of this Company with OSPL or others.



4. **RESOLVED** : That any one Authorised Officer named shall be authorised to make, execute and deliver any agreements, releases, assignments and other documents on behalf of this Company including but not restricted to the execution and delivery of a Customer Agreement, Authorisation to Transfer Funds and Standard Terms and Conditions for Trading in Precious Metals.
5. **RESOLVED** : That all confirmations, notices and demands upon this Company may be given by OSPL orally, by telephone, telefax, telex or otherwise, to any one Authorised Officer and such officer is authorised to empower any person, or persons, as he deems proper, at any time, or times to do any and all things that he is authorised herein to do.
6. **RESOLVED** : That any and all past transactions of any kind herein authorised which may have been heretofore made on behalf of this Company with or by OSPL be and hereby are ratified.
7. **RESOLVED** : That this resolution shall be and remain in full force and effect until an amending resolution be passed by the Board and a certified copy thereof received by OSPL and that OSPL be indemnified and saved harmless from any loss suffered or liability incurred by it in continuing to act in pursuance of these Resolutions.

Name of Officer	NRIC/Passport No.	Designation	Specimen Signature

That the following appointed person(s) be authorised to withdraw any money, securities, or other property either in its name or otherwise. All instruments must be signed by at least \_\_\_\_\_ signatory ( or signatories) listed above &/or below\*

Name of Officer	NRIC/Passport No.	Designation	Specimen Signature

That the following appointed person(s) be authorised to deal with its account(s), except that he/she **shall not be** authorised to withdraw any money, securities, or other property either in its name or otherwise.

Name of Officer	NRIC/Passport No.	Designation	Specimen Signature

CERTIFICATE

I, \_\_\_\_\_, Director/ Secretary of

\_\_\_\_\_ hereby certify that the  
(Name of Company)

foregoing is a full, true and correct copy of a Resolution duly and regularly passed and adopted by the Board of Directors said resolution appears in the minutes of said meeting, and is passed in accordance with the Articles of the Company and that the Company is a \* Public / Private Company, and that the same has not been rescinded or modified and is now in full force and effect.

I further certify that the Company is duly incorporated and existing, and has the power to take the action called for by the foregoing resolution and that the present officers of this Company are authorised as aforesaid and their officers respectively held by them and their respective signatures are listed above.

Dated \_\_\_\_\_ 20 \_\_\_\_

 SIGN HERE

\_\_\_\_\_  
Director / Secretary

\*Delete whichever is not applicable

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**Schedule 1 - to the Terms and Conditions Governing Futures Margin Trading and Options Trading and OTC Transaction**

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 REGULATION 47E(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 regulation 47E(1) of the Securities and Futures (Licensing and Conduct of Business) Regulations (Rg 10).
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) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. At times, it is also difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

**(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 which will consist of the option premium paid plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that, ordinarily, the chance of such options becoming profitable is remote.

Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of the amount of premium received. The seller will be liable to deposit additional margin to maintain the position if the market moves unfavourably. 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 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 which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

#### (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 which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you conduct your transactions for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

#### (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.

(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.

*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.

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

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

x-sign here & affix co stamp

Signature of customer(s)



Name of customer(s)

Designation\*

Corporation name\*

Signature of witness

x- FLF witnessing officer  
signs here

Name of witness

Date

\*For corporations only.

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**SCHEDULE 3 TO THE TERMS AND CONDITIONS GOVERNING FUTURES MARGIN TRADING  
DISCLAIMER FOR MSCI CONTRACTS**

This statement is provided to you as required by the SGX-DT and is in addition to and not in derogation of any other disclosure statement. The SGX-DT has entered into a licence agreement with Morgan Stanley & Co. Incorporated to be permitted to use certain stock indexes to which Morgan Stanley & Co. Incorporated owns rights in and to (the "MSCI Indexes") and the proprietary data contained therein in connection with the listing, trading, marketing and clearing of derivative securities linked to such indexes.

In relation to the Transactions based on the MSCI Indexes, please note:-

Morgan Stanley & Co. Incorporated and Capital International Perspective, S.A. assume no liability or obligations in connection with the trading of any contract based on the MSCI Indexes. Neither Morgan Stanley & Co. Incorporated nor Capital International Perspective, S.A. shall be responsible for any losses, expenses or damages arising in connection with the trading of any contract linked to the MSCI Indexes, provided that nothing herein shall affect either party's obligations as a party trading in any contract linked to the MSCI Indexes. The SGX-DT, Morgan Stanley & Co. Incorporated and Capital International Perspective, S.A. does not guarantee the accuracy or completeness of any of the MSCI Indexes or any data included therein.

THE SGX-DT, MORGAN STANLEY & CO. INCORPORATED AND CAPITAL INTERNATIONAL PERSPECTIVE, S.A. MAKE NO WARRANTY, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF, OR THE RESULTS TO BE OBTAINED BY ANY PERSON OR ANY ENTITY FROM THE USE OF, THE MSCI INDEXES, ANY INTRA-DAY PROXY RELATED THERETO OR ANY DATA INCLUDED THEREIN IN CONNECTION WITH THE TRADING OF ANY CONTRACTS, OR FOR ANY OTHER USE. THE EXCHANGE, MORGAN STANLEY & CO. INCORPORATED AND CAPITAL INTERNATIONAL PERSPECTIVE, S.A. MAKE NO EXPRESS OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO THE MSCI INDEXES, ANY INTRA-DAY PROXY RELATED THERETO OR ANY DATA INCLUDED THEREIN.

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**ACKNOWLEDGEMENT OF RECEIPT OF THIS DISCLAIMER FOR MSCI CONTRACTS**

This acknowledges that I/we have received a copy of the **DISCLAIMER FOR MSCI CONTRACTS** and understand, accept and agree to its contents.

Name of customer(s): \_\_\_\_\_

Signature of Customer (for 1<sup>st</sup> applicant) / Date

Signature of Customer (for 2<sup>nd</sup> applicant) / Date

SIGN HERE



**COMMODITY TRADING ACT (CHAPTER 48A)  
COMMODITY TRADING REGULATIONS****Regulation 28 (7)****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 commodity futures market. You should therefore carefully study commodity futures trading, trading in commodity contracts and spot commodity trading before you trade.

**Acknowledgment Of Receipt Of This Risk Disclosure Statement**

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

Name of customer(s): \_\_\_\_\_

Signature of Customer (for 1<sup>st</sup> applicant) / Date

Signature of Customer (for 2<sup>nd</sup> applicant) / Date

 SIGN HERE

To : OCBC Securities Private Limited  
18 Church Street  
#01-00 OCBC Centre South  
Singapore 049479

Dear Sir / Madam

Pursuant to SGX DC Rule 7.30 and the corresponding Practice Note 7.30, a customer may opt for 'Enhanced Customer Collateral Protection' (ECCP) in respect of non-relevant market transactions\* and/or OTCF\*\* contracts, by requesting that its Clearing Member designate any of the customer's customer accounts as an 'Applicable Customer Account'.

Please note the following information:

- a. OCBC Securities Private Limited will commence ECCP offerings from 1<sup>st</sup> June 2015 or such other date as may be determined by OCBC Securities Private Limited.
- b. No netting of margins between the Applicable Customer's Account and any other customer accounts of the customer apart from the Applicable Customer's Account (the "Non-Applicable Customer's account") are allowed.
- c. On top of the SGX-imposed margin add-on of 10%, OCBC Securities Private Limited will impose an additional 30-50% margin on the Applicable Customer's Account.
- d. OCBC Securities Private Limited will impose an administrative fee on customers who opt-in for the ECCP.

The detailed costs and benefits as documented in paragraphs 4.2 and 4.3 of the Practice Note are replicated below for your reference.

4.2 *ECCP provides the following key benefits:*

a. *Protection from fellow-customer risk*

*Non-Applicable Customers are technically exposed to a degree of risk in the default of another non-Applicable Customer. Section 60(1)(b) of the SFA and Regulation 24(1) of the Securities and Futures (Clearing Facilities) Regulations 2013 ("SFR (Clearing Facilities)") provide that the Clearing House may use Customer Collateral of non-Applicable Customers to meet obligations of a Clearing Member that arise from other non-Applicable Customers' contracts where certain conditions are met.*

*In contrast, Applicable Customers are protected from fellow-customer risk because SFR (Clearing Facilities) Regulation 24(2) provides that in the event of a default of a Clearing Member caused by a Customer, Collateral of a non-defaulting Applicable Customer will not be used to satisfy the obligations arising from the Contracts of such defaulting Customer. In the event of a default of a Clearing Member caused by an Applicable Customer, only the Collateral of such defaulting Applicable Customer will be used. Other Customers' Collateral will not be used.*

b. *Ease of porting*

*Clear identification of positions and associated Collateral in respect of each Applicable Customer Account enables Clearing House to accurately determine the minimum amount of Collateral each Applicable Customer has to deposit and will potentially expedite the porting of positions and associated Collateral in an event of default.*

4.3 *In consideration of the additional protection against fellow-customer risk that Applicable Customers receive, a margin add-on of 10% will be imposed on positions held in respect of Applicable Customer Accounts as compared to non-Applicable Customer Accounts. The differentiation in margining is required due to an Applicable Customer, as a corollary of obtaining protection from fellow-customer risk, no longer having the benefit of non-defaulting Customers sharing in the fulfilment of its obligations if it defaults. Higher margin is therefore required in respect of each Applicable Customer Account to maintain the existing level of safety in the clearing system.*

Without prejudice to any other agreement or document accepted or agreed by or between me with OCBC Securities Private Limited, I agree that OCBC Securities Private Limited reserves its right from time to time, to vary or modify the prevailing margin or fees without notice. Where I continue to remain opted-in for the ECCP, I shall be deemed to have agreed to such revised margin or fees without reservation.

My Selection as to whether to Opt-In for the Enhanced Customer Collateral Protection (the "Selection")

- ☐ I wish to opt-in for the Enhanced Customer Collateral Protection
- ☐ I do not wish to opt-in for the Enhanced Customer Collateral Protection

I understand that if I wish to change the Selection above, I am required to give OCBC Securities Private Ltd at least 60 days' prior written notice of my intention to change the Selection. A change of Selection will take effect no earlier than 60 days after the date I notify OCBC Securities Private Limited of my intention to change the Selection.

Name of Account Holder(s) : \_\_\_\_\_

NRIC / Passport / Co. Registration no(s). : \_\_\_\_\_

Signature of Customer / Date	Company stamp (if applicable)
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*\* Refers to a contract or transaction that is not listed or quoted for trading on the Exchange or any Relevant Market but shall not include any OTCF Contract or OTCF Transaction*

*\*\* Refers to a contract or transaction that is not listed or quoted for trading on the Exchange or any Relevant Market and relates to a financial derivative*

For official use (ASD)		
Done by:	Checked by:	Remark(s):

## DECLARATION FORM FOR GOODS AND SERVICES TAX STATUS

In accordance with Inland Revenue Authority of Singapore's guidelines, GST on services rendered by us to you can only be zero-rated if **ALL** the following conditions are fulfilled:

- your usual place of residence is not in Singapore, ie, you do not have a Singapore residential address;
- you do not have a place of business/employment/study in Singapore;
- you are outside of Singapore at the time of supply.

**To :** **OCBC SECURITIES PRIVATE LIMITED**  
18 Church Street  
#01-00 OCBC Centre South  
Singapore 049479

1. I/ We, \_\_\_\_\_, ID / Passport / Business No \_\_\_\_\_, hereby declare that (please tick whichever applicable):

☐

I/ We **do** have a place of business / employment / study in Singapore

☐

I/ We **do not** have a place of business / employment / study in Singapore, and having read the above conditions, hereby declare that my/our usual place of residence is/are:

.....

Postal code

.....

- I/ We undertake to inform you as soon as there are changes to the information given above.
- I/ We will be liable for all GST charges should there be a delay in informing the company of the change in my / our GST status.

Signature of Customer / Date

**SIGN HERE**

For official use			
GST <input type="checkbox"/> Yes <input type="checkbox"/> No CS use	OTC / SV / date CS use	Done by / date ASD use	Checked by / date ASD use



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**RISK FACT SHEET FOR CONTRACTS FOR DIFFERENCES**

1. This Risk Fact Sheet is provided to you in accordance with Notice SFA N04-N15. It highlights the common risks of trading in Contracts for Differences (“**CFDs**”) and complements the associated risk disclosures furnished by OCBC Securities Private Limited (“**OSPL**”).
2. This Risk Fact Sheet does not disclose all the risks of trading in CFDs. It is important to read the associated risk disclosures before deciding whether to trade in CFDs. You should also carefully consider whether trading in CFDs is appropriate for you in the light of your experience, objectives, financial resources and other relevant circumstances. If you do not have a copy of the associated risk disclosures, please contact OSPL to request for a copy. You should not trade in CFDs if you do not understand the product or are not comfortable with the accompanying risks.

**Q1. What is my potential loss when I trade on margin in CFDs?**

When you enter into a CFD transaction, you need to pay an initial margin, which is based on a percentage of the value of the trade. When you trade on margin, you should be prepared to lose more than or all of your initial investment amount that you have paid as margin to OSPL.

Illustration 1:

The price of XAUUSD is quoted at S\$1800 per ounce and you are buying 10 ounces of XAUUSD as a CFD at S\$1800 per CFD. OSPL sets the margin at 20% so you have to put up an initial margin of  $20\% \times S\$1800 \times 10 = S\$3600$ .

- The price of XAUUSD then falls from S\$1800 to S\$1700. As such, your unrealised marked-to-market loss is S\$1000  $[(S\$1700 - S\$1800) \times 10]$ .
- Due to adverse market information on XAUUSD, the price falls further to S\$1400. Your unrealised marked-to-market loss is now S\$4000  $[(S\$1400 - S\$1800) \times 10]$ . If you were to liquidate your position, your realised loss would be \$4000, which is S\$400 more than your initial margin of S\$3600.
- In the worst case, the price of XAUUSD becomes worthless. You lose the full contract value of S\$18000  $[(S\$0 - S\$1800) \times 10]$ , which is 5 times the initial margin of \$3600 you have put up. This is similar to the situation where you bought 10 ounces at S\$1800 per ounce and lost your entire investment. You may also be liable for additional charges, costs and fees incurred.

**Q2. What will happen if I do not have enough margin to cover my losses?**

If your account margin ratio falls below 100%, you are required to pay the margin shortfall by the next business day. If you fail to meet the margin call, OSPL has the right to close out of your CFD positions immediately and without notifying you, as stated in the Futures Margin and Options Trading and OTC Transactions Supplementary Terms and Conditions section of your trading account application form with us. Therefore, you will need to monitor your account closely to ensure that you deal with any margin calls promptly.

Illustration 2: Referring to Illustration 1, the price of XAUUSD falls from S\$1800 to S\$1700 and the notional value of the contract is now \$17000  $(10 \times S\$1700)$ . The margin requirements (assuming 20% margin rate) to maintain the contract is now S\$3400  $(S\$17000 \times 20\%)$ . With an unrealized loss of S\$1000  $[(S\$1800 - S\$1700) \times 10]$  and margin of S\$400, your net equity is now S\$2600  $(S\$3600 - S\$1000)$ . OSPL issues you a margin call of S\$800 to top up your margin to S\$3400 (assuming that the margin requirement is S\$3400). If you fail to pay the margin call by the

stipulated business day, OSPL can close out your position. If the price of XAUUSD continues to fall and your loss exceeds S\$X (i.e. X% of the margin requirement), OSPL may close out your position. In addition, you may be liable for additional charges, costs and fees incurred.

**Q3. How is the CFD quoted?**

OSPL determines and quotes its own prices which are referenced to, but may differ, from the actual prices in the underlying exchange or market. In particular, when the underlying exchange or market is not open or has insufficient liquidity, the CFD price quoted by OSPL may deviate significantly from the underlying or at the last available reference price, or OSPL may charge additional spreads to its prices.

**Q4. Can my order be executed at a price that is less favourable than the price quoted on the trading system, or the price that I have submitted?**

Your order can be executed at a price that is less favourable than the price quoted on the trading system. Quotes for prices for dealing in OSPL's products are indicative only, and not guaranteed. This can happen when there is a change in the quoted price between the time your order is placed and the time your order is received or executed by OSPL's trading system (e.g. delay in the internet transmission of your order, or rapid price fluctuations in the financial markets during that period). In particular, for stop-loss orders that are triggered for execution at the stop price level that you have indicated, it may be difficult or not possible to liquidate your position at your stop price level, due to rapid price fluctuations or lack of liquidity in the markets. If any of the foregoing events happens, you may incur unexpected losses.

**Q5. Will my order be manually executed? If so, under what circumstances does OSPL rely on manual execution?**

OSPL's trading system executes your orders on an automated basis and does not rely on any manual intervention or dealing, unless your orders do not pass the pre-execution checks carried out by OSPL's trading system. This can happen if there is insufficient or unavailable liquidity in the underlying market for OSPL to hedge its own risk exposure. In this regard, OSPL has the discretion to determine the price of the CFD.

**Q6. Where are my margins kept and maintained? Can OSPL use my margin for its own purposes?**

Your moneys or other assets that you placed with OSPL are required by regulations to be maintained in segregated accounts with certain specific entities. Your moneys or other assets are segregated from OSPL's own moneys or assets but may be kept in the same omnibus account with other customers of OSPL. OSPL is not permitted to use your money or other assets in the segregated account for its own purposes, including for settling its own dealings with its hedge counterparty.

**Q7. What will happen to my margin if OSPL becomes insolvent? Will I be able to get back my moneys or other assets?**

OSPL is your contractual counterparty and is obliged to honour your CFD trades and any profits made. Therefore, if in an unlikely and unfortunate event that OSPL becomes insolvent, you face the risk that OSPL will not be able to honour any profits that you made. As for your moneys or other assets that are held in the segregated account, these should be protected from the claims of OSPL's creditors. Nonetheless, the recovery and return of your moneys or other assets will take

time, as this is subject to due process of OSPL's liquidation, including the reconciliation of all its customers' positions and moneys.

**Q8. Under what circumstances can OSPL close my position or void my order?**

OSPL may close out your position or void your trade when:

- (i) you are unable to meet the margin calls within the required timeframe.
- (ii) when net equity of your account is equal to 30% (or such other percentage as OSPL may from time to time determine) of the amount deemed necessary to support open positions of the portfolio.

**Q9. What are the commissions, fees and other charges that I have or may have to pay?**

OSPL's commission, fees and other charges may include, but are not limited to, the following items:

Commission: There may be a commission applicable for CFDs. All commission charges are subject to the Goods and Services Tax (GST).

Finance Charge: A financing fee is charged on any CFD positions that are held overnight on a daily basis. This finance charge is applied in the form of a funding transaction where the position of the CFD is rolled to the next applicable value date. This finance charge may differ from day to day.

Illustration 3: The price of XAUUSD is quoted at S\$1800 per ounce and you are buying 10 ounces of XAUUSD as a CFD at S\$1800 per CFD. A commission may be charged of 0.5%. In this case commission will be  $S\$1800 \times 10 \times 0.5\% = S\$90$ . In addition, GST of S\$6.30 is levied (7% of S\$90). If you hold the 10 ounces as a CFD overnight, you may incur a daily financing charge. The daily charge could be  $(S\$18000 \times 2\%/365 \text{ days}) = S\$0.99$ .

**Q10. What happens when trading in the underlying asset is suspended or halted? How can I exit my position, and will I suffer losses?**

In event of a suspension where the price of the underlying asset is unavailable, OSPL may allow you to exit your CFD position at a price determined by OSPL. During the period of suspension, holders of CFD positions will continue to incur finance charges if the positions are held overnight. In the event of a prolonged period of suspension, OSPL may require you to increase the margins, pay up the contract value in full, or close off your positions at an appropriate price determined by OSPL. In the worst case, you could lose 100% of the contract value. You may also be liable to pay additional charges, costs and fees incurred.

**Acknowledgement of Receipt of the Risk Fact Sheet**

I/we hereby acknowledge that I/we have received a copy of this Risk Fact Sheet For Contracts for Differences, and fully understand its contents.

Name of customer : \_\_\_\_\_

Signature of customer : \_\_\_\_\_

Designation\* : \_\_\_\_\_

Corporation Name\* : \_\_\_\_\_

\*For corporations only



**Certificate of Status of Beneficial Owner for  
United States Tax Withholding and Reporting (Entities)**

► For use by entities. Individuals must use Form W-8BEN. ► Section references are to the Internal Revenue Code.  
► Go to [www.irs.gov/FormW8BENE](http://www.irs.gov/FormW8BENE) for instructions and the latest information.  
► Give this form to the withholding agent or payer. Do not send to the IRS.

OMB No. 1545-1621

**Do NOT use this form for:**

- U.S. entity or U.S. citizen or resident . . . . . W-9
- A foreign individual . . . . . W-8BEN (Individual) or Form 8233
- A foreign individual or entity claiming that income is effectively connected with the conduct of trade or business within the United States (unless claiming treaty benefits) . . . . . W-8ECI
- A foreign partnership, a foreign simple trust, or a foreign grantor trust (unless claiming treaty benefits) (see instructions for exceptions) . . . W-8IMY
- A foreign government, international organization, foreign central bank of issue, foreign tax-exempt organization, foreign private foundation, or government of a U.S. possession claiming that income is effectively connected U.S. income or that is claiming the applicability of section(s) 115(2), 501(c), 892, 895, or 1443(b) (unless claiming treaty benefits) (see instructions for other exceptions) . . . . . W-8ECI or W-8EXP
- Any person acting as an intermediary (including a qualified intermediary acting as a qualified derivatives dealer) . . . . . W-8IMY

**Instead use Form:****Part I Identification of Beneficial Owner****1** Name of organization that is the beneficial owner**2** Country of incorporation or organization**3** Name of disregarded entity receiving the payment (if applicable, see instructions)**4** Chapter 3 Status (entity type) (Must check one box only):☐ Simple trust☐ Tax-exempt organization☐ Corporation☐ Complex trust☐ Partnership☐ Foreign Government - Controlled Entity☐ Central Bank of Issue☐ Private foundation☐ Estate☐ Foreign Government - Integral Part☐ Grantor trust☐ Disregarded entity☐ International organizationIf you entered disregarded entity, partnership, simple trust, or grantor trust above, is the entity a hybrid making a treaty claim? If "Yes," complete Part III. ☐ Yes ☐ No**5** Chapter 4 Status (FATCA status) (See instructions for details and complete the certification below for the entity's applicable status.)☐ Nonparticipating FFI (including an FFI related to a Reporting IGA FFI other than a deemed-compliant FFI, participating FFI, or exempt beneficial owner).☐ Nonreporting IGA FFI. Complete Part XII.☐ Foreign government, government of a U.S. possession, or foreign central bank of issue. Complete Part XIII.☐ Participating FFI.☐ International organization. Complete Part XIV.☐ Reporting Model 1 FFI.☐ Exempt retirement plans. Complete Part XV.☐ Reporting Model 2 FFI.☐ Entity wholly owned by exempt beneficial owners. Complete Part XVI.☐ Registered deemed-compliant FFI (other than a reporting Model 1 FFI, sponsored FFI, or nonreporting IGA FFI covered in Part XII). See instructions.☐ Territory financial institution. Complete Part XVII.☐ Sponsored FFI. Complete Part IV.☐ Excepted nonfinancial group entity. Complete Part XVIII.☐ Certified deemed-compliant nonregistering local bank. Complete Part V.☐ Excepted nonfinancial start-up company. Complete Part XIX.☐ Certified deemed-compliant FFI with only low-value accounts. Complete Part VI.☐ Excepted nonfinancial entity in liquidation or bankruptcy. Complete Part XX.☐ Certified deemed-compliant sponsored, closely held investment vehicle. Complete Part VII.☐ 501(c) organization. Complete Part XXI.☐ Certified deemed-compliant limited life debt investment entity. Complete Part VIII.☐ Nonprofit organization. Complete Part XXII.☐ Certain investment entities that do not maintain financial accounts. Complete Part IX.☐ Publicly traded NFFE or NFFE affiliate of a publicly traded corporation. Complete Part XXIII.☐ Owner-documented FFI. Complete Part X.☐ Excepted territory NFFE. Complete Part XXIV.☐ Restricted distributor. Complete Part XI.☐ Active NFFE. Complete Part XXV.☐ Passive NFFE. Complete Part XXVI.☐ Excepted inter-affiliate FFI. Complete Part XXVII.☐ Direct reporting NFFE.☐ Sponsored direct reporting NFFE. Complete Part XXVIII.☐ Account that is not a financial account.**6** Permanent residence address (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

**7** Mailing address (if different from above)

City or town, state or province. Include postal code where appropriate.

Country

**Part I Identification of Beneficial Owner** *(continued)***8** U.S. taxpayer identification number (TIN), if required**9a** GIIN**b** Foreign TIN**c** Check if FTIN not legally required. . . . . ☐**10** Reference number(s) (see instructions)**Note:** Please complete remainder of the form including signing the form in Part XXX.**Part II Disregarded Entity or Branch Receiving Payment.** (Complete only if a disregarded entity with a GIIN or a branch of an FFI in a country other than the FFI's country of residence. See instructions.)**11** Chapter 4 Status (FATCA status) of disregarded entity or branch receiving payment☐ Branch treated as nonparticipating FFI.☐ Reporting Model 1 FFI.☐ U.S. Branch.☐ Participating FFI.☐ Reporting Model 2 FFI.**12** Address of disregarded entity or branch (street, apt. or suite no., or rural route). **Do not use a P.O. box or in-care-of address** (other than a registered address).

City or town, state or province. Include postal code where appropriate.

Country

**13** GIIN (if any)**Part III Claim of Tax Treaty Benefits** (if applicable). (For chapter 3 purposes only.)**14** I certify that (check all that apply):**a** ☐ The beneficial owner is a resident of \_\_\_\_\_ within the meaning of the income tax treaty between the United States and that country.**b** ☐ The beneficial owner derives the item (or items) of income for which the treaty benefits are claimed, and, if applicable, meets the requirements of the treaty provision dealing with limitation on benefits. The following are types of limitation on benefits provisions that may be included in an applicable tax treaty (check only one; see instructions):☐ Government☐ Company that meets the ownership and base erosion test☐ Tax-exempt pension trust or pension fund☐ Company that meets the derivative benefits test☐ Other tax-exempt organization☐ Company with an item of income that meets active trade or business test☐ Publicly traded corporation☐ Favorable discretionary determination by the U.S. competent authority received☐ Subsidiary of a publicly traded corporation☐ No LOB article in treaty☐ Other (specify Article and paragraph): \_\_\_\_\_**c** ☐ The beneficial owner is claiming treaty benefits for U.S. source dividends received from a foreign corporation or interest from a U.S. trade or business of a foreign corporation and meets qualified resident status (see instructions).**15 Special rates and conditions** (if applicable—see instructions):

The beneficial owner is claiming the provisions of Article and paragraph \_\_\_\_\_

of the treaty identified on line 14a above to claim a \_\_\_\_\_ % rate of withholding on (specify type of income): \_\_\_\_\_

Explain the additional conditions in the Article the beneficial owner meets to be eligible for the rate of withholding: \_\_\_\_\_

**Part IV Sponsored FFI****16** Name of sponsoring entity: \_\_\_\_\_**17 Check whichever box applies.**☐ I certify that the entity identified in Part I:

- Is an investment entity;
- Is not a QI, WP (except to the extent permitted in the withholding foreign partnership agreement), or WT; **and**
- Has agreed with the entity identified above (that is not a nonparticipating FFI) to act as the sponsoring entity for this entity.

☐ I certify that the entity identified in Part I:

- Is a controlled foreign corporation as defined in section 957(a);
- Is not a QI, WP, or WT;
- Is wholly owned, directly or indirectly, by the U.S. financial institution identified above that agrees to act as the sponsoring entity for this entity; **and**
- Shares a common electronic account system with the sponsoring entity (identified above) that enables the sponsoring entity to identify all account holders and payees of the entity and to access all account and customer information maintained by the entity including, but not limited to, customer identification information, customer documentation, account balance, and all payments made to account holders or payees.

**Part V Certified Deemed-Compliant Nonregistering Local Bank**18 ☐ I certify that the FFI identified in Part I:

- Operates and is licensed solely as a bank or credit union (or similar cooperative credit organization operated without profit) in its country of incorporation or organization;
- Engages primarily in the business of receiving deposits from and making loans to, with respect to a bank, retail customers unrelated to such bank and, with respect to a credit union or similar cooperative credit organization, members, provided that no member has a greater than 5% interest in such credit union or cooperative credit organization;
- Does not solicit account holders outside its country of organization;
- Has no fixed place of business outside such country (for this purpose, a fixed place of business does not include a location that is not advertised to the public and from which the FFI performs solely administrative support functions);
- Has no more than \$175 million in assets on its balance sheet and, if it is a member of an expanded affiliated group, the group has no more than \$500 million in total assets on its consolidated or combined balance sheets; **and**
- Does not have any member of its expanded affiliated group that is a foreign financial institution, other than a foreign financial institution that is incorporated or organized in the same country as the FFI identified in Part I and that meets the requirements set forth in this part.

**Part VI Certified Deemed-Compliant FFI with Only Low-Value Accounts**19 ☐ I certify that the FFI identified in Part I:

- Is not engaged primarily in the business of investing, reinvesting, or trading in securities, partnership interests, commodities, notional principal contracts, insurance or annuity contracts, or any interest (including a futures or forward contract or option) in such security, partnership interest, commodity, notional principal contract, insurance contract or annuity contract;
- No financial account maintained by the FFI or any member of its expanded affiliated group, if any, has a balance or value in excess of \$50,000 (as determined after applying applicable account aggregation rules); **and**
- Neither the FFI nor the entire expanded affiliated group, if any, of the FFI, have more than \$50 million in assets on its consolidated or combined balance sheet as of the end of its most recent accounting year.

**Part VII Certified Deemed-Compliant Sponsored, Closely Held Investment Vehicle**

20 Name of sponsoring entity: \_\_\_\_\_

21 ☐ I certify that the entity identified in Part I:

- Is an FFI solely because it is an investment entity described in Regulations section 1.1471-5(e)(4);
- Is not a QI, WP, or WT;
- Will have all of its due diligence, withholding, and reporting responsibilities (determined as if the FFI were a participating FFI) fulfilled by the sponsoring entity identified on line 20; **and**
- 20 or fewer individuals own all of the debt and equity interests in the entity (disregarding debt interests owned by U.S. financial institutions, participating FFIs, registered deemed-compliant FFIs, and certified deemed-compliant FFIs and equity interests owned by an entity if that entity owns 100% of the equity interests in the FFI and is itself a sponsored FFI).

**Part VIII Certified Deemed-Compliant Limited Life Debt Investment Entity**22 ☐ I certify that the entity identified in Part I:

- Was in existence as of January 17, 2013;
- Issued all classes of its debt or equity interests to investors on or before January 17, 2013, pursuant to a trust indenture or similar agreement; **and**
- Is certified deemed-compliant because it satisfies the requirements to be treated as a limited life debt investment entity (such as the restrictions with respect to its assets and other requirements under Regulations section 1.1471-5(f)(2)(iv)).

**Part IX Certain Investment Entities that Do Not Maintain Financial Accounts**23 ☐ I certify that the entity identified in Part I:

- Is a financial institution solely because it is an investment entity described in Regulations section 1.1471-5(e)(4)(i)(A), **and**
- Does not maintain financial accounts.

**Part X Owner-Documented FFI**

**Note:** This status only applies if the U.S. financial institution, participating FFI, or reporting Model 1 FFI to which this form is given has agreed that it will treat the FFI as an owner-documented FFI (see instructions for eligibility requirements). In addition, the FFI must make the certifications below.

24a ☐ (All owner-documented FFIs check here) I certify that the FFI identified in Part I:

- Does not act as an intermediary;
- Does not accept deposits in the ordinary course of a banking or similar business;
- Does not hold, as a substantial portion of its business, financial assets for the account of others;
- Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Is not owned by or in an expanded affiliated group with an entity that accepts deposits in the ordinary course of a banking or similar business, holds, as a substantial portion of its business, financial assets for the account of others, or is an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account;
- Does not maintain a financial account for any nonparticipating FFI; **and**
- Does not have any specified U.S. persons that own an equity interest or debt interest (other than a debt interest that is not a financial account or that has a balance or value not exceeding \$50,000) in the FFI other than those identified on the FFI owner reporting statement.

**Part X Owner-Documented FFI** *(continued)***Check box 24b or 24c, whichever applies.**

- b** ☐ I certify that the FFI identified in Part I:
- Has provided, or will provide, an FFI owner reporting statement that contains:
    - (i) The name, address, TIN (if any), chapter 4 status, and type of documentation provided (if required) of every individual and specified U.S. person that owns a direct or indirect equity interest in the owner-documented FFI (looking through all entities other than specified U.S. persons);
    - (ii) The name, address, TIN (if any), and chapter 4 status of every individual and specified U.S. person that owns a debt interest in the owner-documented FFI (including any indirect debt interest, which includes debt interests in any entity that directly or indirectly owns the payee or any direct or indirect equity interest in a debt holder of the payee) that constitutes a financial account in excess of \$50,000 (disregarding all such debt interests owned by participating FFIs, registered deemed-compliant FFIs, certified deemed-compliant FFIs, excepted NFFEs, exempt beneficial owners, or U.S. persons other than specified U.S. persons); **and**
    - (iii) Any additional information the withholding agent requests in order to fulfill its obligations with respect to the entity.
  - Has provided, or will provide, valid documentation meeting the requirements of Regulations section 1.1471-3(d)(6)(iii) for each person identified in the FFI owner reporting statement.
- c** ☐ I certify that the FFI identified in Part I has provided, or will provide, an auditor's letter, signed within 4 years of the date of payment, from an independent accounting firm or legal representative with a location in the United States stating that the firm or representative has reviewed the FFI's documentation with respect to all of its owners and debt holders identified in Regulations section 1.1471-3(d)(6)(iv)(A)(2), and that the FFI meets all the requirements to be an owner-documented FFI. The FFI identified in Part I has also provided, or will provide, an FFI owner reporting statement of its owners that are specified U.S. persons and Form(s) W-9, with applicable waivers.

**Check box 24d if applicable** (optional, see instructions).

- d** ☐ I certify that the entity identified on line 1 is a trust that does not have any contingent beneficiaries or designated classes with unidentified beneficiaries.

**Part XI Restricted Distributor**

- 25a** ☐ (All restricted distributors check here) I certify that the entity identified in Part I:
- Operates as a distributor with respect to debt or equity interests of the restricted fund with respect to which this form is furnished;
  - Provides investment services to at least 30 customers unrelated to each other and less than half of its customers are related to each other;
  - Is required to perform AML due diligence procedures under the anti-money laundering laws of its country of organization (which is an FATF-compliant jurisdiction);
  - Operates solely in its country of incorporation or organization, has no fixed place of business outside of that country, and has the same country of incorporation or organization as all members of its affiliated group, if any;
  - Does not solicit customers outside its country of incorporation or organization;
  - Has no more than \$175 million in total assets under management and no more than \$7 million in gross revenue on its income statement for the most recent accounting year;
  - Is not a member of an expanded affiliated group that has more than \$500 million in total assets under management or more than \$20 million in gross revenue for its most recent accounting year on a combined or consolidated income statement; **and**
  - Does not distribute any debt or securities of the restricted fund to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Check box 25b or 25c, whichever applies.**

I further certify that with respect to all sales of debt or equity interests in the restricted fund with respect to which this form is furnished that are made after December 31, 2011, the entity identified in Part I:

- b** ☐ Has been bound by a distribution agreement that contained a general prohibition on the sale of debt or securities to U.S. entities and U.S. resident individuals and is currently bound by a distribution agreement that contains a prohibition of the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI.
- c** ☐ Is currently bound by a distribution agreement that contains a prohibition on the sale of debt or securities to any specified U.S. person, passive NFFE with one or more substantial U.S. owners, or nonparticipating FFI and, for all sales made prior to the time that such a restriction was included in its distribution agreement, has reviewed all accounts related to such sales in accordance with the procedures identified in Regulations section 1.1471-4(c) applicable to preexisting accounts and has redeemed or retired any, or caused the restricted fund to transfer the securities to a distributor that is a participating FFI or reporting Model 1 FFI securities which were sold to specified U.S. persons, passive NFFEs with one or more substantial U.S. owners, or nonparticipating FFIs.

**Part XII Nonreporting IGA FFI**

**26** ☐ I certify that the entity identified in Part I:

- Meets the requirements to be considered a nonreporting financial institution pursuant to an applicable IGA between the United States and \_\_\_\_\_ . The applicable IGA is a ☐ Model 1 IGA or a ☐ Model 2 IGA; and is treated as a \_\_\_\_\_ under the provisions of the applicable IGA or Treasury regulations (if applicable, see instructions);
- If you are a trustee documented trust or a sponsored entity, provide the name of the trustee or sponsor \_\_\_\_\_ . The trustee is: ☐ U.S. ☐ Foreign

**Part XIII Foreign Government, Government of a U.S. Possession, or Foreign Central Bank of Issue**

**27** ☐ I certify that the entity identified in Part I is the beneficial owner of the payment, and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XIV International Organization**

**Check box 28a or 28b, whichever applies.**

**28a** ☐ I certify that the entity identified in Part I is an international organization described in section 7701(a)(18).

**b** ☐ I certify that the entity identified in Part I:

- Is comprised primarily of foreign governments;
- Is recognized as an intergovernmental or supranational organization under a foreign law similar to the International Organizations Immunities Act or that has in effect a headquarters agreement with a foreign government;
- The benefit of the entity's income does not inure to any private person; **and**
- Is the beneficial owner of the payment and is not engaged in commercial financial activities of a type engaged in by an insurance company, custodial institution, or depository institution with respect to the payments, accounts, or obligations for which this form is submitted (except as permitted in Regulations section 1.1471-6(h)(2)).

**Part XV Exempt Retirement Plans**

**Check box 29a, b, c, d, e, or f, whichever applies.**

**29a** ☐ I certify that the entity identified in Part I:

- Is established in a country with which the United States has an income tax treaty in force (see Part III if claiming treaty benefits);
- Is operated principally to administer or provide pension or retirement benefits; **and**
- Is entitled to treaty benefits on income that the fund derives from U.S. sources (or would be entitled to benefits if it derived any such income) as a resident of the other country which satisfies any applicable limitation on benefits requirement.

**b** ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- No single beneficiary has a right to more than 5% of the FFI's assets;
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operated; **and**
  - (i) Is generally exempt from tax on investment income under the laws of the country in which it is established or operates due to its status as a retirement or pension plan;
  - (ii) Receives at least 50% of its total contributions from sponsoring employers (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, other retirement funds described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A));
  - (iii) Either does not permit or penalizes distributions or withdrawals made before the occurrence of specified events related to retirement, disability, or death (except rollover distributions to accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), to retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or to other retirement funds described in this part or in an applicable Model 1 or Model 2 IGA); **or**
  - (iv) Limits contributions by employees to the fund by reference to earned income of the employee or may not exceed \$50,000 annually.

**c** ☐ I certify that the entity identified in Part I:

- Is organized for the provision of retirement, disability, or death benefits (or any combination thereof) to beneficiaries that are former employees of one or more employers in consideration for services rendered;
- Has fewer than 50 participants;
- Is sponsored by one or more employers each of which is not an investment entity or passive NFFE;
- Employee and employer contributions to the fund (disregarding transfers of assets from other plans described in this part, retirement and pension accounts described in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A)) are limited by reference to earned income and compensation of the employee, respectively;
- Participants that are not residents of the country in which the fund is established or operated are not entitled to more than 20% of the fund's assets; **and**
- Is subject to government regulation and provides annual information reporting about its beneficiaries to the relevant tax authorities in the country in which the fund is established or operates.

**Part XV Exempt Retirement Plans** *(continued)*

- d** ☐ I certify that the entity identified in Part I is formed pursuant to a pension plan that would meet the requirements of section 401(a), other than the requirement that the plan be funded by a trust created or organized in the United States.
- e** ☐ I certify that the entity identified in Part I is established exclusively to earn income for the benefit of one or more retirement funds described in this part or in an applicable Model 1 or Model 2 IGA, or accounts described in Regulations section 1.1471-5(b)(2)(i)(A) (referring to retirement and pension accounts), or retirement and pension accounts described in an applicable Model 1 or Model 2 IGA.
- f** ☐ I certify that the entity identified in Part I:
- Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are current or former employees of the sponsor (or persons designated by such employees); **or**
  - Is established and sponsored by a foreign government, international organization, central bank of issue, or government of a U.S. possession (each as defined in Regulations section 1.1471-6) or an exempt beneficial owner described in an applicable Model 1 or Model 2 IGA to provide retirement, disability, or death benefits to beneficiaries or participants that are not current or former employees of such sponsor, but are in consideration of personal services performed for the sponsor.

**Part XVI Entity Wholly Owned by Exempt Beneficial Owners**

- 30** ☐ I certify that the entity identified in Part I:
- Is an FFI solely because it is an investment entity;
  - Each direct holder of an equity interest in the investment entity is an exempt beneficial owner described in Regulations section 1.1471-6 or in an applicable Model 1 or Model 2 IGA;
  - Each direct holder of a debt interest in the investment entity is either a depository institution (with respect to a loan made to such entity) or an exempt beneficial owner described in Regulations section 1.1471-6 or an applicable Model 1 or Model 2 IGA.
  - Has provided an owner reporting statement that contains the name, address, TIN (if any), chapter 4 status, and a description of the type of documentation provided to the withholding agent for every person that owns a debt interest constituting a financial account or direct equity interest in the entity; **and**
  - Has provided documentation establishing that every owner of the entity is an entity described in Regulations section 1.1471-6(b), (c), (d), (e), (f) and/or (g) without regard to whether such owners are beneficial owners.

**Part XVII Territory Financial Institution**

- 31** ☐ I certify that the entity identified in Part I is a financial institution (other than an investment entity) that is incorporated or organized under the laws of a possession of the United States.

**Part XVIII Excepted Nonfinancial Group Entity**

- 32** ☐ I certify that the entity identified in Part I:
- Is a holding company, treasury center, or captive finance company and substantially all of the entity's activities are functions described in Regulations section 1.1471-5(e)(5)(i)(C) through (E);
  - Is a member of a nonfinancial group described in Regulations section 1.1471-5(e)(5)(i)(B);
  - Is not a depository or custodial institution (other than for members of the entity's expanded affiliated group); **and**
  - Does not function (or hold itself out) as an investment fund, such as a private equity fund, venture capital fund, leveraged buyout fund, or any investment vehicle with an investment strategy to acquire or fund companies and then hold interests in those companies as capital assets for investment purposes.

**Part XIX Excepted Nonfinancial Start-Up Company**

- 33** ☐ I certify that the entity identified in Part I:
- Was formed on (or, in the case of a new line of business, the date of board resolution approving the new line of business) \_\_\_\_\_ (date must be less than 24 months prior to date of payment);
  - Is not yet operating a business and has no prior operating history or is investing capital in assets with the intent to operate a new line of business other than that of a financial institution or passive NFFE;
  - Is investing capital into assets with the intent to operate a business other than that of a financial institution; **and**
  - Does not function (or hold 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.

**Part XX Excepted Nonfinancial Entity in Liquidation or Bankruptcy**

- 34** ☐ I certify that the entity identified in Part I:
- Filed a plan of liquidation, filed a plan of reorganization, or filed for bankruptcy on \_\_\_\_\_;
  - During the past 5 years has not been engaged in business as a financial institution or acted as a passive NFFE;
  - Is either liquidating or emerging from a reorganization or bankruptcy with the intent to continue or recommence operations as a nonfinancial entity; **and**
  - Has, or will provide, documentary evidence such as a bankruptcy filing or other public documentation that supports its claim if it remains in bankruptcy or liquidation for more than 3 years.

**Part XXI 501(c) Organization**

**35** ☐ I certify that the entity identified in Part I is a 501(c) organization that:

- Has been issued a determination letter from the IRS that is currently in effect concluding that the payee is a section 501(c) organization that is dated \_\_\_\_\_; **or**
- Has provided a copy of an opinion from U.S. counsel certifying that the payee is a section 501(c) organization (without regard to whether the payee is a foreign private foundation).

**Part XXII Nonprofit Organization**

**36** ☐ I certify that the entity identified in Part I is a nonprofit organization that meets the following requirements.

- The entity is established and maintained in its country of residence exclusively for religious, charitable, scientific, artistic, cultural or educational purposes;
- The entity is exempt from income tax in its country of residence;
- The entity has no shareholders or members who have a proprietary or beneficial interest in its income or assets;
- Neither the applicable laws of the entity's country of residence nor the entity's formation documents permit any income or assets of the entity to be distributed to, or applied for the benefit of, a private person or noncharitable entity other than pursuant to the conduct of the entity's charitable activities or as payment of reasonable compensation for services rendered or payment representing the fair market value of property which the entity has purchased; **and**
- The applicable laws of the entity's country of residence or the entity's formation documents require that, upon the entity's liquidation or dissolution, all of its assets be distributed to an entity that is a foreign government, an integral part of a foreign government, a controlled entity of a foreign government, or another organization that is described in this part or escheats to the government of the entity's country of residence or any political subdivision thereof.

**Part XXIII Publicly Traded NFFE or NFFE Affiliate of a Publicly Traded Corporation**

**Check box 37a or 37b, whichever applies.**

**37a** ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution; **and**
- The stock of such corporation is regularly traded on one or more established securities markets, including \_\_\_\_\_ (name one securities exchange upon which the stock is regularly traded).

**b** ☐ I certify that:

- The entity identified in Part I is a foreign corporation that is not a financial institution;
- The entity identified in Part I is a member of the same expanded affiliated group as an entity the stock of which is regularly traded on an established securities market;
- The name of the entity, the stock of which is regularly traded on an established securities market, is \_\_\_\_\_; **and**
- The name of the securities market on which the stock is regularly traded is \_\_\_\_\_.

**Part XXIV Excepted Territory NFFE**

**38** ☐ I certify that:

- The entity identified in Part I is an entity that is organized in a possession of the United States;
- The entity identified in Part I:
  - (i) Does not accept deposits in the ordinary course of a banking or similar business;
  - (ii) Does not hold, as a substantial portion of its business, financial assets for the account of others; **or**
  - (iii) Is not an insurance company (or the holding company of an insurance company) that issues or is obligated to make payments with respect to a financial account; **and**
- All of the owners of the entity identified in Part I are bona fide residents of the possession in which the NFFE is organized or incorporated.

**Part XXV Active NFFE**

**39** ☐ I certify that:

- The entity identified in Part I is a foreign entity that is not a financial institution;
- Less than 50% of such entity's gross income for the preceding calendar year is passive income; **and**
- Less than 50% of the assets held by such entity are assets that produce or are held for the production of passive income (calculated as a weighted average of the percentage of passive assets measured quarterly) (see instructions for the definition of passive income).

**Part XXVI Passive NFFE**

**40a** ☐ I certify that the entity identified in Part I is a foreign entity that is not a financial institution (other than an investment entity organized in a possession of the United States) and is not certifying its status as a publicly traded NFFE (or affiliate), excepted territory NFFE, active NFFE, direct reporting NFFE, or sponsored direct reporting NFFE.

**Check box 40b or 40c, whichever applies.**

- b** ☐ I further certify that the entity identified in Part I has no substantial U.S. owners (or, if applicable, no controlling U.S. persons); **or**
- c** ☐ I further certify that the entity identified in Part I has provided the name, address, and TIN of each substantial U.S. owner (or, if applicable, controlling U.S. person) of the NFFE in Part XXIX.



**Part XXVII Excepted Inter-Affiliate FFI**

**41** ☐ I certify that the entity identified in Part I:

- Is a member of an expanded affiliated group;
- Does not maintain financial accounts (other than accounts maintained for members of its expanded affiliated group);
- Does not make withholdable payments to any person other than to members of its expanded affiliated group;
- Does not hold an account (other than depository accounts in the country in which the entity is operating to pay for expenses) with or receive payments from any withholding agent other than a member of its expanded affiliated group; **and**
- Has not agreed to report under Regulations section 1.1471-4(d)(2)(ii)(C) or otherwise act as an agent for chapter 4 purposes on behalf of any financial institution, including a member of its expanded affiliated group.

**Part XXVIII Sponsored Direct Reporting NFFE** (see instructions for when this is permitted)

**42** Name of sponsoring entity: \_\_\_\_\_

**43** ☐ I certify that the entity identified in Part I is a direct reporting NFFE that is sponsored by the entity identified on line 42.

**Part XXIX Substantial U.S. Owners of Passive NFFE**

As required by Part XXVI, provide the name, address, and TIN of each substantial U.S. owner of the NFFE. Please see the instructions for a definition of substantial U.S. owner. If providing the form to an FFI treated as a reporting Model 1 FFI or reporting Model 2 FFI, an NFFE may also use this part for reporting its controlling U.S. persons under an applicable IGA.

Name	Address	TIN

**Part XXX Certification**

Under penalties of perjury, I declare that I have examined the information on this form and to the best of my knowledge and belief it is true, correct, and complete. I further certify under penalties of perjury that:

- The entity identified on line 1 of this form is the beneficial owner of all the income or proceeds to which this form relates, is using this form to certify its status for chapter 4 purposes, or is submitting this form for purposes of section 6050W or 6050Y;
- The entity identified on line 1 of this form is not a U.S. person;
- This form relates to: (a) income not effectively connected with the conduct of a trade or business in the United States, (b) income effectively connected with the conduct of a trade or business in the United States but is not subject to tax under an income tax treaty, (c) the partner's share of a partnership's effectively connected taxable income, or (d) the partner's amount realized from the transfer of a partnership interest subject to withholding under section 1446(f); **and**
- For broker transactions or barter exchanges, the beneficial owner is an exempt foreign person as defined in the instructions.

Furthermore, I authorize this form to be provided to any withholding agent that has control, receipt, or custody of the income of which the entity on line 1 is the beneficial owner or any withholding agent that can disburse or make payments of the income of which the entity on line 1 is the beneficial owner.

**I agree that I will submit a new form within 30 days if any certification on this form becomes incorrect.**

☐ I certify that I have the capacity to sign for the entity identified on line 1 of this form.

**Sign Here** 

\_\_\_\_\_  
Signature of individual authorized to sign for beneficial owner

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Date (MM-DD-YYYY)



All information is required unless otherwise stated

OCBC Securities Private Limited ("OSPL") does not and cannot provide any tax advice. Please consult a professional tax adviser on your tax residency relating to CRS and/or FATCA.

Name of Account Holder ➤ As in our records

Business Registration no.

Country of Incorporation

Account number(s).

Registered address

☐ Refer to the attached ACRA Business profile **OR** ☐ Refer to the address below

Country

Postal code

**1 Entity Type** ➤ Please select only one below that best describe the Entity

Financial Institution <sup>1</sup> (FI)	CRS Status
<input type="checkbox"/> <b>A(i). Investment Entity located in a <u>Non-Participating Jurisdiction</u> and managed by another Financial Institution</b> ➤ Indicate the name of any Controlling Person(s) of the Account Holder below: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;">1 _____</div> <div style="width: 48%;">2 _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;">3 _____</div> <div style="width: 48%;">4 _____</div> </div> <i>(Note: Please refer to the Appendix for the definition of Controlling Person.)</i>	FI – Investment Entity (Non-Participating)  <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>!</b> Complete "Tax Residency Self-Certification (Controlling Person)" form for each Controlling Person </div>
<input type="checkbox"/> <b>A(ii). Other Investment Entity</b>	FI – Investment Entity (Participating)
<input type="checkbox"/> <b>B. Depository Institution, Custodial Institution or Specified Insurance Company</b>	FI

Non-Financial Entity (NFE)	CRS Status
<input type="checkbox"/> <b>C. Publicly Listed Company and its Related Entity</b> (i) A corporation the stock of which is regularly traded on an established securities market, or (ii) A Related Entity of such a corporation If yes, please indicate the required information below: ➤ Name of the established securities market _____ ➤ If Account Holder is a Related Entity, the name of the corporation it is a Related Entity of _____	Active NFE
<input type="checkbox"/> <b>D. A Government Entity or Central Bank</b>	
<input type="checkbox"/> <b>E. An International Organisation</b>	
<input type="checkbox"/> <b>F. Active NFE</b> – Please refer to the appendix under 'Active NFE' for information on how to determine if you are an Active NFE.	
<input type="checkbox"/> <b>G. Passive NFE</b> – an entity not classified within groups (C - F). ➤ Indicate the name of any Controlling Person(s) of the Account Holder below: <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;">1 _____</div> <div style="width: 48%;">2 _____</div> </div> <div style="display: flex; justify-content: space-between;"> <div style="width: 48%;">3 _____</div> <div style="width: 48%;">4 _____</div> </div> <i>(Note: Please refer to the Appendix for the definition of Controlling Person.)</i>	Passive NFE  <div style="border: 1px solid black; padding: 5px; text-align: center;"> <b>!</b> Complete "Tax Residency Self-Certification (Controlling Person)" form for each Controlling Person </div>

## 2 Tax Residency<sup>2</sup> Declaration

What is the Account Holder's Country(ies) of Tax Residence?

- ☐ **Singapore** ➤ Refer to business registration number for the taxpayer identification number (TIN).  
If not, please specify \_\_\_\_\_
- ☐ **United States of America** ➤ Please also provide us with a completed **W9** form.
- ☐ **Other Countries** ➤ Please provide information of other tax residency(s) in the table below.

Country	TIN	If TIN is not available, select a reason
		<input type="checkbox"/> TIN is not issued by country <input type="checkbox"/> TIN is not required by country <input type="checkbox"/> Unable to obtain a TIN ➤ Provide reason _____

Country	TIN	If TIN is not available, select a reason
		<input type="checkbox"/> TIN is not issued by country <input type="checkbox"/> TIN is not required by country <input type="checkbox"/> Unable to obtain a TIN ➤ Provide reason _____

Country	TIN	If TIN is not available, select a reason
		<input type="checkbox"/> TIN is not issued by country <input type="checkbox"/> TIN is not required by country <input type="checkbox"/> Unable to obtain a TIN ➤ Provide reason _____

If the Account holder is not tax resident in any country/jurisdiction (e.g. because it is fiscally transparent), please indicate that on the textbox above and provide its place of effective management or country in which its principal office is located.

If the Account holder has more than three countries/jurisdictions, please complete an additional form.

## 3 Country of address outside Tax Residency

If the country(ies) of any of the addresses below differ from the Tax Residency(ies) declared, please provide an explanation.

(E.g. Tax Residency declared as Singapore, but country of incorporation is Malaysia)

Country of Address	Explanation
Country of incorporation / registration	
Country of Mailing Address	
Country of domicile (place of business)	
Country of Trustee address (applicable only when entity is a trust)	

Notes:

1. **Financial Institution** means a Custodial Institution, a Depository Institution, an Investment Entity, or a Specified Insurance Company.

(a) **Custodial Institution** means any entity that holds, as a substantial portion of its business, financial assets for the account of others.

(b) **Depository Institution** means any entity that accepts deposits in the ordinary course of a banking or similar business.

(c) **Investment Entity** means any entity that conducts as a business (or is managed by an entity that conducts as a business) one or more of the three following activities or operations for or on behalf of a customer:

- trading in money market instruments; 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 funds or money on behalf of other persons.

(d) **Specified Insurance Company** means any entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

2. Tax residency is defined by each country's local tax laws. This may be dependent on factors including, but not limited to, nationality, physical presence, employment and place of abode.

Guidance on tax residency is also available at the following link: <https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>

#### 4 Declaration and Authorisation

1. I/We declare that the information provided in this Certification Form is true, complete and correct to the best of my/our knowledge and belief. I/We authorise OSPL to update its records within the information provided by me/us in this Certification Form. I/We also undertake to keep OSPL informed in writing within 30 days of any changes in circumstances that may cause any of the information in this Certification Form to become incorrect or incomplete and also undertake to provide any other additional information as may be required by OSPL and/or applicable law.
2. I/We agree and consent to the terms of OSPL's (i) Data Protection Policy, (ii) FATCA Policy and (iii) CRS Policy, available at [www.iocbc.com/security-privacy](http://www.iocbc.com/security-privacy) or upon request, which may require the reporting of information supplied by me/us to relevant tax authorities.
3. The persons named and signing below are duly authorised to complete and sign this Certification Form for and on behalf of the Entity and to submit this Certification Form to OSPL.

Signature of <b>Authorised Signatory</b> (As per OSPL's signing record) / Date	Signature of <b>Authorised Signatory</b> (As per OSPL's signing record) / Date	Company Stamp (if applicable)
Name of Authorised Signatory: _____	Name of Authorised Signatory: _____	
NRIC/Malaysian IC/Passport: _____	NRIC/Malaysian IC/Passport: _____	

For OSPL's use only			
CS	Multiple Account(s)		OTC / SV & checked by & date:
ASD	Processed By/Date:	Checked By/Date:	Remarks(s):

All information is required unless otherwise stated

OCBC Securities Private Limited ("OSPL") does not and cannot provide any tax advice. Please consult a professional tax adviser on your tax residency relating to CRS and/or FATCA.

Name of Entity ➤ As in our records

Business Registration no.

Account number(s).

### 1 Controlling Person<sup>1</sup> Details

Name of Controlling Person

Date of Birth ➤ DD/MM/YYYY

Residential address

NRIC/Malaysia IC/Passport no. ➤ Please attach a copy

Nationality

Country

Postal code

### 2 Type of Controlling Person

➤ Please select only one

Legal Person	Trust	Legal Arrangement (non-trust)
<input type="checkbox"/> Control by ownership <input type="checkbox"/> Control by other means <input type="checkbox"/> Senior managing official	<input type="checkbox"/> Settlor <input type="checkbox"/> Protector <input type="checkbox"/> Trustee <input type="checkbox"/> Beneficiary <input type="checkbox"/> Others ➤ <input type="text"/>	<input type="checkbox"/> Settlor-equivalent <input type="checkbox"/> Protector-equivalent <input type="checkbox"/> Trustee-equivalent <input type="checkbox"/> Beneficiary-equivalent <input type="checkbox"/> Others-equivalent ➤ <input type="text"/>

### 3 Tax Residency<sup>2</sup> Declaration

What is the Controlling Person's Country(ies) of Tax Residence?

☐ Singapore

➤ Refer to NRIC for Taxpayer Identification Number ("TIN").  
If NRIC is not the TIN, please specify:

If the Controlling Person was born in the U.S. but is no longer a U.S. Tax Resident, please provide the following documents:

- Certificate of loss of nationality of the U.S.
- Form I-407

☐ United States of America<sup>3</sup> ➤ Social Security No. ("SSN")

If the Controlling Person is a U.S. Tax Resident, please also provide us with a completed W9 form.

☐ Other Countries

➤ Please provide information of other tax residency(ies) in the table below.

Country	TIN	If TIN is not available, select a reason
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> TIN is not issued by country <input type="checkbox"/> TIN is not required by country <input type="checkbox"/> Unable to obtain a TIN ➤ Provide reason <input type="text"/>

Country	TIN	If TIN is not available, select a reason
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> TIN is not issued by country <input type="checkbox"/> TIN is not required by country <input type="checkbox"/> Unable to obtain a TIN ➤ Provide reason <input type="text"/>

Country	TIN	If TIN is not available, select a reason
<input type="text"/>	<input type="text"/>	<input type="checkbox"/> TIN is not issued by country <input type="checkbox"/> TIN is not required by country <input type="checkbox"/> Unable to obtain a TIN ➤ Provide reason <input type="text"/>

If the Controlling Person has more than three countries/jurisdictions, please complete an additional form.

#### 4 Country of residential address outside Tax Residency

Please explain why below.

- ☐ This is one of the Controlling Person's many addresses
- ☐ This is the address of a trusted person (e.g. family member, relative, personal assistant)
- ☐ This is a temporary address (e.g. for studies, work)
- ☐ Others *please specify here*

Please provide one of the following documents from **ALL** of the countries which the Controlling Person is a tax resident of:

- Passport
- National identity card
- Government issued identity document<sup>4</sup>

#### 5 Declaration and Authorisation

1. I/We declare that the information provided in this Certification Form is true, complete and correct to the best of my/our knowledge and belief. I/We authorise OSPL to update its records within the information provided by my/us in this Certification Form. I/We also undertake to keep OSPL informed in writing within 30 days of any changes in circumstances that may cause any of the information in this Certification Form to become incorrect or incomplete and also undertake to provide any other additional information as may be required by OSPL and/or applicable law.
2. I/We agree and consent to the terms of OSPL's (i) Data Protection Policy, (ii) FATCA Policy and (iii) CRS Policy, available at [www.iocbc.com/security-privacy](http://www.iocbc.com/security-privacy) or upon request, which may require the reporting of information supplied by me/us to relevant tax authorities.
3. The persons named and signing below are duly authorised to complete and sign this Certification Form for and on behalf of the Entity and the Controlling Person(s) (if applicable) and to submit this Certification Form to OSPL.

Signature of <b>Authorised Signatory</b> (As per OSPL's signing record) / Date	Signature of <b>Authorised Signatory</b> (As per OSPL's signing record) / Date	Company Stamp (if applicable)
Name of Authorised Signatory:	Name of Authorised Signatory:	
NRIC/Malaysian IC/Passport:	NRIC/Malaysian IC/Passport:	

#### Notes:

1. **Controlling Person** is a natural person who exercises control over an entity. Where that entity is treated as a Passive Non-Financial Entity ("NFE") then a Financial Institution must determine whether such Controlling Persons are Reportable Persons. This definition corresponds to the term "beneficial owner" as described in Recommendation 10 and the Interpretative Note on Recommendation 10 of the Financial Action Task Force Recommendations (as adopted in February 2012).
2. Tax residency is defined by each country's local tax laws. This may be dependent on factors including, but not limited to, nationality, physical presence, employment and place of abode. Guidance on tax residency is also available at the following link: <https://www.oecd.org/tax/automatic-exchange/crs-implementation-and-assistance/tax-residency/>
3. Definition of 'U.S. Tax Resident'
  - A citizen or permanent resident of the United States (e.g. US Green Card holder or someone who meets the requirements to be considered a resident under the 'substantial presence test'); or
  - Any other person that is not a foreign person (as defined under US federal tax law).
4. Government issued document may include any documents issued by the local law for the purposes of identification and may vary for different jurisdictions. This may include driving license, employment/residence pass and birth certificate.

For OSPL's use only				
CS	Multiple Account(s)	U.S. person? <input type="checkbox"/> N <input type="checkbox"/> Y	If no, any US indicia? U.S. Nationality Y / N U.S. Place of birth Y / N U.S. contact / add Y / N	OTC / SV & checked by & date:
ASD	Processed By/Date:	Checked By/Date:	Remarks(s):	

## Introduction to Common Reporting Standard (CRS)

- CRS is a new information gathering and reporting standard implemented by participating countries globally. Under CRS, we are required to determine your tax residence.
- This form will remain valid unless there is a change in circumstances causing this form's information to become incorrect. In such events, please notify us in writing within 30 days and subsequently provide any other additional information as may be required by OSPL and/or applicable law.
- This form is intended to request information consistent with local law requirements.

### Please complete this form where you need to self-certify on behalf of an entity account holder.

- If you are an individual account holder, do not complete this form. Instead, please complete a "*Tax Residency Self-Certification (Individual)*" form.

### Where the Account Holder is a Passive NFE, or an Investment Entity located in a Non-Participating Jurisdiction

- Please provide information on the Controlling Person(s) by completing a "*Tax Residency Self-Certification (Controlling Person)*" form for each Controlling Person. This information should be provided by all Investment Entities located in a Non-Participating Jurisdiction and managed by another Financial Institution as well as Passive NFEs. The forms are located in iOCBC Website.

### Only Authorised Signatory(ies) of the Entity can sign:

- Please complete particulars for authorised signatory(ies) in part 4.

### We are unable to offer tax advice.

Your tax adviser may be able to assist you in answering specific questions on this form. Your domestic tax authority can provide guidance regarding how to determine your tax residence.

You can also find out more, including a list of countries that have signed agreements to automatically exchange information, along with details about the information being requested, on the OECD automatic exchange of information portal. The website link can be found in the appendix.



## Appendix – Summary Descriptions of Select Defined Terms

**Note:** These are selected summaries of defined terms provided to assist you with the completion of this form. Further details can be found within the OECD *“Common Reporting Standard for Automatic Exchange of Financial Account Information”* (the “CRS”), the associated *“Commentary”* to the CRS, and domestic guidance.

This can be found at the [OECD automatic exchange of information portal](#).

The selected summaries are derived from OECD’s definitions. Individual countries may have different or additional definitions for each term. Please refer to the respective country’s definition of each term if in doubt.

### “Account Holder”

The “Account Holder” is the entity listed or identified as the holder of a Financial Account by the Financial Institution that maintains the account. For example, if Example Pte Ltd is acting through power of attorney for Illustration Pte Ltd’s account, Illustration Pte Ltd is the Account Holder. A person, other than a Financial Institution, holding a Financial Account for the benefit or account of another person as agent, custodian, nominee, signatory, investment advisor, or intermediary, is not treated as holding the account, and such other person is treated as holding the account.

### “Active NFE”

An NFE (Non-Financial Entity) is an Active NFE if it meets any one of the criteria (a – h) listed below. If not, it is considered a Passive NFE.

- 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 Institution; **or**
- h) the NFE meets all of the following requirements (a “non-profit NFE”) :
  - i. it is established and operated in its country of residence exclusively for religious, charitable, scientific, artistic, cultural, athletic, or educational purposes; or it is established and operated in its country 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 country 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 country 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 country 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 organisation, or escheat to the government of the NFE's country of residence or any political subdivision.

#### **"Controlling Person(s)"**

The natural person(s) who exercise control over an entity. The term's definition is consistent with "beneficial owner" as described in the Financial Action Task Force Recommendations.

In the case of a trust, the Controlling Person(s) are the settlor(s), the trustee(s), the protector(s) (if any), the beneficiary(ies) or class(es) of beneficiaries, or any other natural person(s) exercising ultimate effective control over the trust (including through a chain of control or ownership). Under the CRS the settlor(s), the trustee(s), the protector(s) (if any), and the beneficiary(ies) or class(es) of beneficiaries, are always treated as Controlling Persons of a trust, regardless of whether or not any of them exercises control over the activities of the trust.

In the case of a legal arrangement other than a trust, "Controlling Person(s)" means persons in equivalent or similar positions.

#### **"Custodial Institution"**

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.

#### **"Depository Institution"**

Any Entity that accepts deposits in the ordinary course of a banking or similar business.

#### **"Entity"**

A legal person or a legal arrangement, such as a corporation, organisation, partnership, trust or foundation. This term covers any person other than an individual (i.e. a natural person).

#### **"Financial Institution"**

An Entity that is any of the following:

1. "Custodial Institution"
2. "Depository Institution"
3. "Investment Entity"
4. "Specified Insurance Company".

#### **"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 customer:
- 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 customer.

- 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.

#### **"Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution"**

Any Entity the gross income of which is primarily attributable to investing, reinvesting, or trading in Financial Assets if the Entity is (i) managed by a Financial Institution and (ii) not a Participating Jurisdiction Financial Institution.

#### **"Investment Entity managed by another Financial Institution"**

An Entity is "managed by" another Entity if the managing Entity performs, either directly or through another service provider on behalf of the managed Entity, any of the activities or operations described in clause (i) above in the definition of 'Investment Entity'.



**“NFE”**

An “NFE” is any Entity that is not a Financial Institution.

**“Participating Jurisdiction”**

A country with which an agreement is in place pursuant to which it will provide the information required on the automatic exchange of financial account information set out in the Common Reporting Standard and that is identified in a published list.

**“Participating Jurisdiction Financial Institution”**

Refers to (i) any Financial Institution that is tax resident in a Participating Jurisdiction and (ii) any branch of a Financial Institution that is located in such Participating Jurisdiction.

**“Passive NFE”**

Any NFE that is not an Active NFE. An Investment Entity located in a Non-Participating Jurisdiction and managed by another Financial Institution is also treated as a Passive NFE for purposes of the CRS.

**“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.

**“Reportable Account”**

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.

**“Reportable Jurisdiction”**

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

**“Reportable Jurisdiction Person”**

A Reportable Jurisdiction Person is an Entity that is tax resident in a Reportable Jurisdiction(s) under the tax laws of such jurisdiction(s) - by reference to local laws in the country where the Entity is established, incorporated or managed.

**“Reportable Person”**

A “Reportable Person” is defined as a “Reportable Jurisdiction Person”, other than:

- a corporation the stock of which is regularly traded on one or more established securities markets;
- any corporation that is a Related Entity of a corporation described in clause (i);
- a Governmental Entity;
- an International Organisation;
- a Central Bank; *or*
- a Financial Institution (except for an Investment Entity described in Sub Paragraph A(6) b) of the CRS that are not Participating Jurisdiction Financial Institutions. Instead, such Investment Entities are treated as Passive NFE’s.)

**“Resident for tax purposes”**

Generally, an Entity will be resident for tax purposes in a country if, under the laws of that country (including tax conventions), it pays or should be paying tax therein by reason of his domicile, residence, place of management or incorporation, or any other criterion of a similar nature, and not only from sources in that country. For additional information on tax residence, please talk to your tax adviser or see the OECD automatic exchange of information portal.

**“Specified Insurance Company”**

Any Entity that is an insurance company (or the holding company of an insurance company) that issues, or is obligated to make payments with respect to, a Cash Value Insurance Contract or an Annuity Contract.

**“TIN” (including “functional equivalent”)**

The term “TIN” means Taxpayer Identification Number or a functional equivalent in the absence of a TIN. A TIN is a unique combination of letters or numbers assigned by a country to an individual or an Entity and used to identify the individual or Entity for the purposes of administering the tax laws of such country. An example of tin would be the registration number for Singapore tax resident entities. Further details of acceptable TINs can be found at the OECD automatic exchange of information portal.

Some countries do not issue a TIN. However, these countries often utilise some other high integrity number with an equivalent level of identification (a “functional equivalent”). Examples of that type of number include, for Entities, a Business/company registration code/number.

All information is required unless stated

Subscriber:

Name/ Registered Name

➤ as in our records

Trading Account No.

➤ if any

Professional Status

➤ tick your option

☐ Professional

☐ Non-Professional

1 Select Electronic Trading Platform please tick your option(s)

Trading Platforms		Add	Remove
Bloomberg	EMSX	<input type="checkbox"/>	<input type="checkbox"/>
CQG	CQG Desktop	<input type="checkbox"/>	<input type="checkbox"/>
	CQG QTrader	<input type="checkbox"/>	<input type="checkbox"/>
	CQG Mobile	<input type="checkbox"/>	<input type="checkbox"/>
Trading Technologies(TT)	TT Xtrader®	<input type="checkbox"/>	<input type="checkbox"/>
	TT Xtrader® Pro	<input type="checkbox"/>	<input type="checkbox"/>
Others		<input type="checkbox"/>	<input type="checkbox"/>

Note: By default, only **Futures contract** will be enable. Options to be available upon request .  
Subscription fees apply. Please refer to the Terms and Conditions.

2 Select the Market Data you are subscribing please circle your option(s)

Asia Pacific					
Exchange	Action	Exchange	Action	Exchange	Action
SGX	Add / Remove	BMD	Add / Remove	HKEX	Add / Remove
TOCOM	Add / Remove	OSE/TSE	Add / Remove	SFE	Add / Remove
				Others:	
US					
Exchange	Action	Exchange	Action	Exchange	Action
CME	Add / Remove	CBOT	Add / Remove	COMEX	Add / Remove
NYMEX	Add / Remove	ICE U.S.	Add / Remove	Others:	
Europe					
Exchange	Action	Exchange	Action	Exchange	Action
EUREX	Add / Remove	ICE EUROPE (COMMODITIES)	Add / Remove	ICE EUROPE (FINANCIAL)	Add / Remove
				Others:	

Note: Monthly subscription fee to be provided upon request and the fee may be applicable to certain exchanges and is subject to change from time to time.

3 Your acknowledgement and agreement

I/we have read, understood and agree to abide by all terms and conditions, including without limitation, the clauses governing Electronic Trading Services and the risk disclosure statements, as follows:

All information is required unless stated

- (a) OSPL Standard Trading Terms and Conditions ("STC") (A copy of the STC is available upon request or from iOCBC Website);
- (b) Terms and Conditions Governing Futures Margin and Options Trading and OTC Transactions (A copy of these terms is available upon request or from iOCBC Website);
- (c) Risk Disclosure Statement for Futures & Derivatives Trading ; and
- (d) General Terms and Conditions (Applicable to All Electronic Trading Platforms) ("GTC") (attached. A copy of these terms is also available upon request or from iOCBC Website), (collectively the "Agreements").

I/we acknowledge and accept the terms of the Agreements, to pay any applicable charges and that OSPL may at any time revise any of the Agreements.

I/we agree and consent to the collection, use and disclosure of personal data by OSPL, its subsidiaries, related corporations, associated companies, affiliates and business units, including all OCBC Group companies, as well as OSPL appointed service providers, agents, counterparty brokers, execution partners and exchanges in the manner and for the purposes as per the:

- (a) STC;
- (b) Terms and Conditions Governing Futures Margin and Options Trading and OTC Transactions
- (c) Futures and Derivatives Trading Supplementary Terms and Conditions;
- (d) GTC; and
- (e) The OCBC Data Protection Policy (A copy of this data protection policy is available at upon request or from iOCBC Website).

Signature of authorized :  
Signatories (as per "STC")

Date:

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## **General Terms and Conditions (Applicable to All Electronic Trading Platforms)**

1. These terms and conditions have been designed to be consistent with and not to supersede or otherwise alter any previous conditions, understandings, commitments or obligations between OSPL and you in the Agreements (defined below). Nevertheless, in the event of any conflict or inconsistency which relates to your access to and use of the Electronic Trading Facilities (defined in clause 2 below), the order of precedence shall be:
  - i. These terms and conditions;
  - ii. OSPL Standard Trading Terms and Conditions;
  - iii. The Terms and Conditions Governing Futures & Derivatives Trading;
  - iv. Futures and Derivatives Trading Supplementary Terms and Conditions;
  - v. Risk Disclosure Statement for Futures & Derivatives Trading; then
  - vi. The relevant Customer Trading Agreement (if any),

(Collectively, the “Agreements”).

If any part of these terms and conditions become invalid, illegal or unenforceable in any respect under any law, the legality, validity and enforceability of the remaining provisions shall not in any way be affected or impaired.

2. All electronic trading platforms ("Electronic Trading Platforms") are supplied on an “as is”, “as available” basis. Except to the extent required by law, OCBC Securities Pte Ltd (“OSPL”) does not make any representation or warranty, expressed or implied, with respect to the Electronic Trading Platforms, the content therein and/or any relevant documentation (collectively the “Electronic Trading Facilities”), including without limitation:
  - i. warranties regarding the merchantability or fitness for any particular purpose;
  - ii. warranties as to accuracy, timeliness, adequacy or reliability of the Electronic Trading Facilities;
  - iii. that it will be compatible with any hardware or software, or the files on your browser and/or operating system;
  - iv. that is free of viruses, errors, defects or other harmful components, or that defects will be corrected or that it will operate without interruption;
  - v. that you will be able to access and/or use the Electronic Trading Facilities at any and all times and from any location; and
  - vi. That OSPL and/or the third party providing the relevant Electronic Trading Facilities (each a “Vendor”) will have adequate capacity for the relevant Electronic Trading Facility as a whole or in any geographic location.

All information is required unless stated

3. Without prejudice to any rights you may have at law which cannot legally be excluded or restricted, in no event will OSPL or the relevant Vendors be liable for any damages, whether in contract, in tort (including negligence) or otherwise (including, without limitation, damages for loss of business profits, business interruptions, loss of business information or data, loss of goodwill, special, indirect or consequential or other pecuniary loss or a third party claim), which arise directly or indirectly for any reason whatsoever in connection with the Electronic Trading Facilities, including any losses, damages or costs incurred as a result of:
- i. the use or inability to use (including prohibitions, restrictions, interruptions and delays in the use of) the Electronic Trading Facilities;
  - ii. actions taken in reliance of the Electronic Trading Facilities, including all content therein howsoever transmitted; and
  - iii. any system, hardware, software, telecommunications, server or connection failure, error, fault, inaccuracies, defect, omission, interruption, corruption, interception, delay in transmission, bug, computer virus, and other malicious, invasive, destructive or corrupting code, program or macros,

Even if OSPL has been advised of the possibility of such damages.

4. OSPL will not be liable for claims arising from the use of all order types, including in the execution or performance of any transaction which it is authorized to do pursuant to the conditions herein or otherwise requested by you, and/or any loss occurred from system outages. You are reminded and acknowledge that if you undertake transactions on an Electronic Trading Platform, you will be exposed to risks associated with the Electronic Trading Platform(s) and/or any other relevant system including without limitation the failure of hardware and software. The result of any system failure may be that your order is not executed according to your instructions or is not executed at all, or that you are delayed or prevented from entering or cancelling an order or receiving information through the Electronic Trading Facilities. OSPL shall not be liable for any losses arising out of any form of system failure or other unforeseen circumstances (e.g. power failure, terrorist acts, bombs, virus attacks, system bugs, etc) that causes any relevant server to malfunction, or for any losses arising from any inaccuracies or omissions of the Electronic Trading Platform(s) and/or any other relevant system.
5. In the event that you call in to cancel, amend or check your order, no claims arising from the cancellation / amendment of orders via call-in shall be entertained.
6. You acknowledge that you understand the risk associated with using the server based price triggered STOP orders. You are strongly advised to check the status of such orders after the close of the respective market(s), and you assume the responsibility of checking that the order is properly entered and triggered.
7. Unless otherwise agreed between OSPL and Customer, OSPL or the Customer may only terminate the access and use of any of the Electronic Trading Facilities by giving 60 days written notice to the other party.
8. You may not alter, modify or support, copy or otherwise reproduce, reverse engineer, decompile or disassemble the Electronic Trading Facilities.
9. The Electronic Trading Facilities made available to you directly or indirectly by OSPL remains exclusively owned by OSPL and/or the Vendors and may be protected by copyright laws, international treaty

**All information is required unless stated**

provisions or other intellectual property laws. You are permitted to use the Electronic Trading Facilities strictly as set out herein.

10. Market conditions or operations of the rules of certain markets may increase risk of loss by market conditions making it difficult or impossible to effect transactions or liquidate or offset positions. If you have positions, this may increase the risk of loss.
11. OSPL reserves the rights to deactivate, suspend, limit, revoke and/or terminate access to or use of the relevant Electronic Trading Platform(s) (or part thereof), or disable exchange access (or part thereof) without notice or liability if there is no trading activity, or if there is an abuse of such Electronic Trading Platform(s), as determined solely by OSPL.
12. OSPL reserves the rights to impose or vary any fees, costs and charges from time to time for the access to and use of the Electronic Trading Facilities, or to any exchanges, and OSPL shall notify you of such fees or variation thereof by email or such other method of notification as OSPL may designate. You agree that your continued access to and use of the Electronic Trading Facilities after such variation constitutes an affirmative acknowledgement and agreement by you to pay such fees, costs and/or charges as imposed or varied by OSPL.
13. You acknowledge that the executed price from "Market Order" function may differ from your point of entry price due to liquidity depth and volatility of market at the instance of execution.
14. You acknowledge that the status for all working orders could be unknown when the relevant Electronic Trading Platform experiences any outage and that you should contact the Dealing Desk for confirmation regarding the status of your working orders.
15. Access to exchanges may be deactivated from your Electronic Trading Platform if there is no trading activity for that particular exchange for the previous 2 calendar months.
16. All working orders have to be cancelled for switching of Electronic Trading Platforms.
17. Accessing or using the Electronic Trading Facilities via a mobile connection (including via the Mobile trading app) may incur data fees from your mobile service provider. A suitable mobile data package plan is strongly recommended to minimise unnecessary cost from your service provider. You may experience price latencies due to the mobile networks (e.g. 3G / 4G) or other factors and shall not hold OSPL liable for any delay or price errors caused to your trade execution. Trading in mobile devices subject to network connectivity in the vicinity. You are advised to check with the Dealing Desk/respective platform service vendors where applicable for the status of order should there be uncertainties.
18. Notwithstanding the generality of clause 2 above, OSPL does not warrant that any access to the Electronic Trading Facilities via the internet and/or mobile connections (including via the Mobile trading app) will be free of malfunction. Notwithstanding the generality of clauses 3 and 4 above, you agree that by using the Mobile trading app, you will bear all risks and limitations associated with the internet and/or mobile connections, including overloads, delays, disconnections, conflicts, interruptions, disruptions, reduced speed and reduced functionality (including a malfunction of the Mobile trading app), and that OSPL will not be responsible for any errors in transmission, electronic or mechanical failure or corruption, computer viruses, bugs and/or other harmful or malicious software of any kind whatsoever that may be attributable to services provided by any relevant telecommunications carrier, network service provider, internet service provider or information service provider.

19. By using any of the Electronic Trading Platforms, you acknowledge and agree that OSPL does not and is not willing to assume any advisory, fiduciary or similar or other duties or act as investment adviser to you. You should make your own independent appraisal and investigation of all transactions and, where appropriate, consult your own independent legal, tax, and financial and other advisers before entering into any transaction. You should only enter into a transaction if you have fully understood its nature, the contractual relationship into which you are entering, and all relevant terms and conditions. You agree to enter into all transactions on the basis of your independent review and determination that the transactions are consistent with your objectives and are suitable investments for you in light of your financial position, investment objectives, investment experience and knowledge, and on the basis that you have fully understood the economic risks, merits and the legal, tax and accounting characteristics and consequences of the transactions, and that you are able to assume all risks.
20. By accessing and/or using any of the Electronic Trading Platforms, you acknowledge that OSPL will assist the relevant Vendor in carrying out and executing your orders, and you consent and authorise OSPL to debit from the trading account associated with you (as identified and provided to us in this application form) (the "Account") all fees, costs and charges incurred by you or on your behalf which are payable to the relevant Vendor in connection with your access to and use of the Electronic Trading Facilities provided by that Vendor. Such fees, costs and charges may include a monthly fee for each Electronic Trading Platform as well as the applicable Market Data Subscription Fee provided to you as notified to you from time to time by email or such other method of notification as OSPL may designate. Once deducted pursuant to an invoice received from OSPL or the relevant Vendor/Exchanges in respect of your access and/or use of the Electronic Trading Facilities, such fees, costs and charges will not be refundable notwithstanding that any such access or use of the Electronic Trading Facilities may be unauthorised or fraudulent. You undertake at all times to ensure that the Account contains sufficient funds for the purposes of fulfilling such payments due to the relevant Vendor(s). If at any time there are, in the reasonable opinion of OSPL (having regard to other payments debited or due to be debited), insufficient funds for such purposes, OSPL may, in its sole and absolute discretion and without notice or liability, suspend, limit, revoke, terminate and/or disable your access and/or use of the Electronic Trading Facilities (or part thereof).
21. OSPL may at any time revise any of the Agreements, including these terms and conditions, and OSPL shall notify you of such revision by email or such other method of notification as OSPL may designate. You agree that if you continue to access and/or use the Electronic Trading Facilities after such revision, you are deemed to have accepted the variation. If you do not accept the variation, you must terminate your access and use of the Electronic Trading Facilities in accordance with clause 7 above.
22. You acknowledge and agree that OSPL, and/or its subsidiaries, related corporations, associated companies, affiliates and business units, including all OCBC Group companies, as well as OSPL appointed service providers, agents, counterparty brokers, execution partners and exchanges (collectively "**OSPL Affiliates**") shall collect, use and disclose the information provided in this application form for the following purposes: to administer, facilitate and/or provide the Electronic Trading Facilities; for the daily operations of the Electronic Trading Facilities; to process, facilitate, carry out, fulfill, complete, confirm and/or execute orders, transactions or any other dealing effected through the Electronic Trading Platforms; to monitor the access to and use of the Electronic Trading Facilities; to carry out, process or respond to requests, instructions or inquiries; to authenticate and verify authorised use of the Electronic Trading Facilities, including verifying the identity of any individual validly authorised to access and/or use the Electronic Trading Facilities; to address or investigate any complaints, claims or disputes; for internal analytic purposes of OSPL and the relevant Vendors; for internal purposes or otherwise complying with policies and procedures that may be required by law or that may have been put in place by OSPL and/or the OSPL Affiliates from time to

time; to allow OSPL and/or the OSPL Affiliates, to meet their respective obligations to the relevant exchanges and other execution/clearing broker complying with any applicable rules, laws or regulations, regulatory policies, industry codes of practice or guidelines, judgments, orders, directions or requests issued by any court, legal, regulatory or self-regulatory bodies (including regulatory entities which govern the distribution of market data and order execution), exchanges and/or authorities, including but not limited to rules and regulations relating to anti-money laundering and countering the financing of terrorism and the carrying out of audit checks, surveillance and investigation; all purposes as set out in the OCBC Data Protection Policy (available upon request or from iOCBC Website) as updated, amended, revised or supplemented from time to time; and for any purpose which directly relates to any of the foregoing (collectively, the "Authorised Purposes").

23. You acknowledge and consent to OSPL disclosing the information provided in this application form, and any other information (including personal data as defined in the Personal Data Protection Act 2012 (No. 26 of 2012) of Singapore) which relates to you or your authorised representatives, directors, officers and/or agents to any relevant Vendor upon demand, provided that such disclosure is necessary for the provision of or to facilitate your access to and/or use of the relevant Electronic Trading Facility or for any of the Authorised Purposes.
24. Where CQGTrader or QTrader trading platforms are selected, you are required to enter into separate agreement(s) with CQG, which will set out separate terms and conditions (each such agreement a "Customer Trading Agreement"). You acknowledge that in such instances, you will have a direct contractual relationship with CQG, and you are advised to seek the appropriate legal advice prior to the entering into of the separate agreement(s) with CQG. OSPL does not warrant, represent, or undertake the performance of any obligations owing from CQG to you pursuant to the said separate agreement(s).



*Applicable for CME Market data subscriber*

## CME Non Professional Self Certification Form

Based on the Subscriber's qualifications, Subscribers may be charged reduced Fees for Information. To qualify for the reduction in Subscriber Fees, Subscriber must be considered a "Non-Professional." **Non-Professional** shall mean and include either (i) an individual, natural person Subscriber(s) who, or (ii) certain small business entities (limited liability companies, partnerships, trusts or corporations) that, receive and use Information (excluding any pit traded data), in each case subject to the following restrictions:

### The Non-Professional Subscriber

- a) the Subscriber must have an active futures trading account;
- b) the Subscriber must not be a member (or hold or lease any type of membership) of any exchange;
- c) the Subscriber does not have a primary business purpose that involves trading;
- d) the Subscriber must not be registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body; and
- e) the Subscriber must not be affiliated with any entity that is or may be considered a Professional User; and

### The Non-Professional Subscriber's Use of Information

- f) the Subscriber's use of Information must be solely for the Subscriber's personal, non-business use;
- g) the Subscriber's use of Information must be limited to managing the Subscriber's own property and, for the avoidance of doubt, not in connection with the management of any property of any third party(ies) in any capacity, whether as a principal, officer, partner, employee or agent of any business or on behalf of any other individual, and whether or not the Subscriber receives any remuneration therefor; and
- h) the Subscriber must not be acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities; and

### The Non-Professional Subscriber's Access to Information

- i) the Subscriber has no more than two (2) means for accessing Information from each Distributor; and
- j) the Subscriber must view the Information only on a device that is capable of routing orders to the CME Globex Platform (an "Order Routing Device").

Any Subscriber who does not meet the qualifications of a Non-Professional or falls under the categories described below shall be considered a Professional. Notwithstanding anything else herein, Professionals shall include, without limitation:

- Any person or entity that provides financial or similar services to any third party.
- Any person that is registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body.
- Any person or entity that acts on behalf of an institution that engages in brokerage, banking, investment or financial activities.
- Any person or employee of an entity that holds any form of membership at any of the CME Group Designated Contract Markets ("DCM") or any other exchange.

All information is required unless stated

- Notwithstanding anything herein, CME reserves the right in all cases to make a final determination as to whether a Subscriber is a Non Professional or a Professional. CME reserves the right to amend this policy or terminate reduced for fees for Non-Professionals at any time.

Subscribers who qualify as Non-Professionals should sign below and return this Self-Certification form to Distributor. Please note that this form may be subject to Distributor’s review and approval. Subscriber must notify Distributor as soon as is reasonably practicable in the event that Subscriber no longer qualifies as a Non-Professional.

I hereby certify that I qualify as a Non-Professional pursuant to the definition described herein: SUBSCRIBER

Name of Account Holder(s) : \_\_\_\_\_

NRIC / Passport no(s). : \_\_\_\_\_

Signature of Account Holder / Date

Sign Here

*Applicable for CME Market data subscriber*

## CME Non Professional Self Certification Form

Based on the Subscriber's qualifications, Subscribers may be charged reduced Fees for Information. To qualify for the reduction in Subscriber Fees, Subscriber must be considered a "Non-Professional." **Non-Professional** shall mean and include either (i) an individual, natural person Subscriber(s) who, or (ii) certain small business entities (limited liability companies, partnerships, trusts or corporations) that, receive and use Information (excluding any pit traded data), in each case subject to the following restrictions:

### The Non-Professional Subscriber

- a) the Subscriber must have an active futures trading account;
- b) the Subscriber must not be a member (or hold or lease any type of membership) of any exchange;
- c) the Subscriber does not have a primary business purpose that involves trading;
- d) the Subscriber must not be registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body; and
- e) the Subscriber must not be affiliated with any entity that is or may be considered a Professional User; and

### The Non-Professional Subscriber's Use of Information

- f) the Subscriber's use of Information must be solely for the Subscriber's personal, non-business use;
- g) the Subscriber's use of Information must be limited to managing the Subscriber's own property and, for the avoidance of doubt, not in connection with the management of any property of any third party(ies) in any capacity, whether as a principal, officer, partner, employee or agent of any business or on behalf of any other individual, and whether or not the Subscriber receives any remuneration therefor; and
- h) the Subscriber must not be acting on behalf of an institution that engages in brokerage, banking, investment, or financial activities; and

### The Non-Professional Subscriber's Access to Information

- i) the Subscriber has no more than two (2) means for accessing Information from each Distributor; and
- j) the Subscriber must view the Information only on a device that is capable of routing orders to the CME Globex Platform (an "Order Routing Device").

Any Subscriber who does not meet the qualifications of a Non-Professional or falls under the categories described below shall be considered a Professional. Notwithstanding anything else herein, Professionals shall include, without limitation:

- Any person or entity that provides financial or similar services to any third party.
- Any person that is registered or qualified as a professional trader or investment adviser with any stock, commodities or futures exchange or contract market, or with any regulatory authority, professional association or recognized professional body.
- Any person or entity that acts on behalf of an institution that engages in brokerage, banking, investment or financial activities.
- Any person or employee of an entity that holds any form of membership at any of the CME Group Designated Contract Markets ("DCM") or any other exchange.

All information is required unless stated

- Notwithstanding anything herein, CME reserves the right in all cases to make a final determination as to whether a Subscriber is a Non Professional or a Professional. CME reserves the right to amend this policy or terminate reduced for fees for Non-Professionals at any time.

Subscribers who qualify as Non-Professionals should sign below and return this Self-Certification form to Distributor. Please note that this form may be subject to Distributor’s review and approval. Subscriber must notify Distributor as soon as is reasonably practicable in the event that Subscriber no longer qualifies as a Non-Professional.

I hereby certify that I qualify as a Non-Professional pursuant to the definition described herein: SUBSCRIBER

Name of Account Holder(s) : \_\_\_\_\_

NRIC / Passport no(s). : \_\_\_\_\_

Signature of Account Holder / Date

Sign Here

## 非专业人员自我证明书

您（“订阅人”）从 CME（芝加哥商品交易所）授予的许可下的经销商（“经销商”）处获得 CME 和其他第三方的市场数据（“市场数据”）。根据订阅人的资格条件，可能会降低就 CME 和其他第三方的市场数据向订阅人收取市场数据费的标准。为了符合降低收费标准的资格条件，订阅人必须被视为“非专业人员”。

非专业人员是指并包括获得和使用市场数据（不包括任何场内交易数据）并受到下列限制的(i) 自然人订阅人，或(ii) 某些小型商业实体（有限责任公司、合伙、信托或法人）：

### 非专业订阅人

- a) 订阅人必须拥有一个活跃的期货交易账户；
- b) 订阅人不得是任何交易所的会员（亦不得拥有或租用任何交易所的任何一类会员资格）；
- c) 订阅人的主要业务经营目的并不涉及交易；
- d) 订阅人不得是在任何证券交易所、商品交易所、期货交易所、合约市场或者任何监管机构、专业协会或经认可的专业机构登记或获得资格认证的专业交易员或投资顾问；并且 e) 订阅人不得隶属于任何属于或被视为属于专业用户的实体；以及

### 非专业订阅人对市场数据的使用

- f) 订阅人仅可将市场数据用于订阅人的个人非商业用途；
- g) 订阅人使用市场数据的目的必须以管理订阅人的自有财产为限，而且，为避免疑义，其不得以任何身份将市场数据用于管理任何第三方的任何财产，而不论是以本人的身份、任何企业的高级职员、合伙人、雇员或代理人的身份还是作为任何其他个人之代表的身份行事，亦不论是否为此收取任何报酬；并且
- h) 订阅人不得代表从事经纪、银行、投资或金融活动的机构行事；以及

### 非专业订阅人对市场数据的获取

- i) 订阅人从每一经销商处获取市场数据的渠道不得超过两（2）条；并且

- j) 订阅人只能在能将订单传送到 CME Globex 平台的设备（“订单传送设备”）上浏览市场数据。

不符合非专业人员的资格条件或者属于下述类型的任何订阅人，均应被视为专业人员。  
不管本文件中有何其他规定，专业人员包括但不限于：

- 向任何第三方提供金融或类似服务的任何人或实体。
- 在任何证券交易所、商品交易所、期货交易所、合约市场或者任何监管机构、专业协会或经认可的专业机构登记或获得资格认证为专业交易员或投资顾问的任何人。
- 代表从事经纪、银行、投资或金融活动的机构行事的任何人或实体。
- 在 CME 集团的任何指定合约市场（“DCM”）或任何其他交易所拥有任何形式的会员资格的任何人，或者拥有此等会员资格的某一实体的任何雇员。

不管本文件中有何规定，在各种情况下，CME 均保留对某一订阅人是否是非专业人员还是专业人员作出最终认定的权利。CME 保留随时修订本政策或者终止对非专业人员降低收费标准的做法的权利。

符合非专业人员的资格条件的订阅人应在下方签字，然后将本自我证明书交还给经销商。请注意，本证明书可能要由经销商审批。如果订阅人不再符合非专业人员的资格条件，则其必须在合理可行的范围内尽快通知经销商。

本人特此证明，按照本文件中所作的界定，本人符合非专业人员的资格条件。

订阅人

姓名

:

身份

证号码（NRIC/护照号）:

账户所有者签名 / 日期

签名

## SCHEDULE G – SERVICE AGREEMENT SUPPLEMENT BETWEEN CQG AND CUSTOMER

This agreement ("Agreement") is made between CQG, Inc. and its affiliates ("CQG") and the customer ("Customer") who completes the registration process to use CQG's electronic order routing service and related software (collectively, "Services") made available to Customer by or through OCBC Securities Pte Ltd ("OSPL") (the "Facilitator"). Services may include obtaining market data from financial markets, exchanges and other data providers (collectively, "Exchanges") as well as order routing. Exchanges, Brokers, Facilitator(s) and Service Providers are beneficiaries of this Agreement.

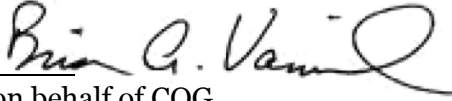
S/N	Fields	Input by Customer
1.	Customer name	
2.	Customer address (to include street address, region/state/country)	
3.	Customer Professional versus Non-Professional status	
4.	Customer account number	
5.	Customer email address	
6.	Exchange Enablements (including quantity enabled, where applicable)	

1. The following definition apply to this Agreement.
  - a. **"Market Data"** means information and data pertaining to futures contracts and options contracts or other instruments traded on the Exchanges as well as associated index data, that includes, without limitation, opening and closing range prices, high-low prices, settlement prices, current bid and ask prices, last sale prices, price limits, requests for quotations, estimated and actual contract volume data, text messages pertaining to market activity, contract specifications, fast or late messages and, as determined by each of the Exchanges, may include information respecting exchange-for-physical (EFP) or against actuals (AA) transactions. Market Data includes information, data and materials that are derived from the foregoing and that convey information to Customer that is substantially equivalent to Market Data.
  - b. **"ORS"** means the order routing system maintained by CQG that contains a suite of electronic order/trade routing services that can be used by OSPL and the Customers.
2. Customer agrees and gives its consent that CQG may collect, use, and disclose the data below only for the purposes of giving effect to this Agreement, which include facilitating support, the specific CQG Services contemplated in the CQG Service Agreement, and reporting to appropriate governing bodies, as required.
  - a. In circumstances where Customers obtain Market Data, the data will include:
    - i. Customer Name;
    - ii. Customer Address (to include region/state/country);



- iii. Customer Professional versus Non-Professional status; and iv. Subject to disclosure by the Customer, the data may include Customer phone number and Customer email address.
- b. In circumstances where Customers use ORS, the data will include:
  - i. Customer account number; and ii. Customer email address, where Customer uses CQG API.
- 3. Customer acknowledges and agrees to CQG's Privacy Policy, which is available at the CQG website.
- 4. Customer's consent under Clause 2 may not be revoked where there are unsettled trades / orders between Customer and CQG.
- 5. If Customer gives notice revoking Customer's consent under Clause 2, but continues to place trades / orders, Customer agrees that Customer is deemed to have withdrawn the revocation and Customer's consent under Clause 2 shall remain valid.

WE, CQG, HEREBY AGREES TO BE BOUND BY ALL TERMS OF THIS AGREEMENT UPON THE CUSTOMER EXECUTING THIS AGREEMENT BELOW.

Brian Vancil, Vice-President   
Name of authorized signatory, on behalf of CQG

April 27, 2017  
Date

I, CUSTOMER, UNDERSTAND THIS AGREEMENT AND AGREE TO AND CONSENT TO BE BOUND BY ALL TERMS OF THIS AGREEMENT AND TO THIS TRANSACTION BEING CONDUCTED BY ELECTRONIC MEANS. CQG IS ALLOWING USE OF THE SERVICES IN CONSIDERATION OF CUSTOMER'S AGREEMENT TO THESE TERMS. IF CUSTOMER DOES NOT AGREE TO ALL TERMS OF THIS AGREEMENT, CUSTOMER MAY NOT ACCESS, USE OR INSTALL ANY OF THE SERVICES.

\_\_\_\_\_  
Name of Customer

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

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### Factual Risk Summary

#### INSTRUCTIONS:

Please read through this factual risk summary and make sure you understand what you have read before going on with the account application form.

#### Please be reminded:

Trading in foreign exchange and futures contracts do not generally involve physical delivery. You generally either earn a profit or suffer a trading loss when the transaction you enter into is either settled or closed out.

It is also generally the case that for foreign exchange and futures contracts, losses and profits are accounted for at least on a daily basis:-

- I. Where a transaction is closed out within the same day, that profit or loss is “realised” – i.e. you actually either suffer the loss or get the profit; and
- II. When the transaction is not closed out within the same day, the “profit” or “loss” is notional and is relevant to decide whether you have or would still have enough margin to allow the transaction to be held open (if that is your decision). If the notional “loss” as a matter of arithmetic calculation reduces the margin you have with us below the required maintenance level, you will need to provide additional margin for you to keep your position open, failing which we have the right to close out your transaction and realise the “loss” to and for your account.

Both foreign exchange and futures transactions are done on a margin basis and therefore involve leverage. As noted in the risk disclosures provided to you, **leverage necessarily multiplies both the amount you can lose when a market moves against you as well as the amount of profit you can make.**

While the risk associated with futures or foreign exchange transactions can be generally gauged and there are loss limiting steps you can take, you must still note and accept:

- I. The loss limiting steps cannot guarantee that loss will indeed be limited since every such loss limiting step assumes that it is possible to close out and realise loss at a particular market price. This is not always possible – liquidity in the market can be limited or non-existent for particular futures contracts or currency pairs; and the market can move beyond your intended close out price before your position can be closed out; and
- II. The actual profit you may realise is unpredictable.

Before you trade in any foreign exchange or futures contracts, you need to determine both:

- a. how much risk appetite you actually have; and
- b. how much loss you can actually afford to suffer

because the time horizon for any specific foreign exchange or futures contract transaction is generally very short, and particularly with foreign exchange transactions, within hours if not minutes.

Unless you have need to hedge a particular exposure with respect to the underlying subject matter of a futures contract; or a particular currency risk (neither of which is generally relevant if you will be trading and closing out transactions regularly), trading in futures contracts and foreign exchange transactions will generally mean that you are trading in hope of making speculative profit based on market price movements **BUT at the risk of losses that can exceed your money and other assets placed with your broker.**

## Declaration and Agreement

### GENERAL

In consideration of OSPL processing our application to open any account and/or for any facilities or services in our name as requested in this application, We hereby declare, warrant and agree:-

- a. We confirm that all the information We have provided is true, accurate and complete and We have not withheld any information. We undertake to keep OSPL informed in writing, within 30 days, of any changes in circumstances that may cause any of the information in this application to become incorrect or incomplete and also undertake to provide any other additional information as may be required by OSPL and/or applicable law;
- b. that we have read, understood and agree to the terms and conditions set out in this application, the OSPL Standard Trading Terms and Conditions and OSPL Terms and Conditions governing Futures Margin and Options Trading and OTC Transactions (collectively, the "OSPL Terms and Conditions") (as such terms and conditions may be amended from time to time);
- c. that We have read, understood and agree to the Futures Margin & Options Trading & OTC Transactions Supplementary Terms and Conditions;
- d. to the disclosure by OSPL and/or any officer or agent of OSPL at any time and from time to time of any and all information (including all particulars or transactions) in respect of any of our account(s) opened or maintained with OSPL to any person and for any purpose described in the clauses under paragraph 24 of the OSPL Standard Trading Terms and Conditions;
- e. (We) (where personal data relating to us are or will be collected (including by way of recorded voice calls), used or disclosed by OSPL and its related corporations (collectively, the "OCBC Group") and / or their respective business partners and agents (collectively, the "OCBC Representatives") that We further agree and consent to the terms of OSPL's Data Protection Policy, available upon request or from iOCBC Website (iOCBC Website > Support > Policies);  
(ii) (where personal data relating to any of the Individuals (as defined herein) is or will be collected (including by way of recorded voice calls), used or disclosed by the OCBC Group and / or the OCBC Representative) that We confirm that with respect to any personal data of individuals (the "Individuals") disclosed to the OCBC Group and / or the OCBC's representatives, the Individuals to whom the personal data relates to have agreed and consented to the terms of OSPL's Data Protection Policy, available upon request or from iOCBC Website (iOCBC Website > Support > Policies)
- f. We further agree and consent to the terms of OSPL's (I) FATCA Policy and (II) CRS Policy, available upon request or from iOCBC Website (iOCBC Website > Support > Policies), which may require the reporting of information supplied by us to relevant tax authorities;
- g. that We shall supply any additional information and documentary proof as OSPL 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 OSPL;
- h. that We will execute all documents and instruments (including any security documents) and do all acts and things as may be required by OSPL in connection with the processing of this application and the opening, operation and maintenance of any account or facility or service established with OSPL;
- i. (where there is more than one applicant) to be jointly and severally liable and responsible for all payments and obligations arising from our joint account(s) and facilities with OSPL;
- j. that our signature(s) appearing in the application form is our specimen signature(s) which OSPL is authorized to rely upon when effecting our instructions; We further agree that such instructions bearing our signatures will be valid and effective for all intents and purposes;
- k. that We understand that OSPL has the right not to approve this application at its absolute discretion. We understand that in the event that our application is rejected, OSPL is not under any obligation whatsoever to render us any reason or explanation;
- l. that We agree to abide by the prevailing rules and regulations of Singapore Exchange Limited and its subsidiaries (including Singapore Exchange Securities Trading Limited and/or the Singapore Exchange Derivatives Trading Limited) (collectively "SGX") or any regulatory body or exchange (whether in or outside Singapore) which may be applicable to us and/or our transactions. We understand that OSPL is required under the prevailing SGX rules and regulations to report all delinquent and disputed accounts to SGX. We hereby authorize OSPL to disclose to the SGX all such information which may be required by SGX in the event our account is classified as delinquent or disputed under the SGX rules and regulations; and
- m. that We am fully aware of the risks involved (including without limitation the risk of unauthorized trading and the risk of our account(s) and/or moneys being lost, misappropriated or otherwise mishandled by our TR) in the event that We choose to or continue to use "care-of" address,  
"P.O. Box" address or TR's address as provided by us as our mailing address (the "Risks") in relation to any of our accounts opened and maintained with OSPL (whether jointly or otherwise). As such, if We choose to or continue to use "care-of" address, "P.O. Box" address or TR's address as provided by us as our mailing address, We agree and confirm that OSPL has the absolute discretion (from time to time) not to allow any documents, notes, forms or notices (including without limitation contract notes and statements) in relation to any of our accounts opened and maintained with OSPL (whether jointly or otherwise) (the "Relevant Documents") to be sent to such "care-of" address, "P.O. Box" address or TR's address and in such a case, it is our duty to promptly provide OSPL with our proper registered address as the mailing address in order for OSPL to send the Relevant Documents to us OSPL shall not be held responsible or liable for any actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs and expenses incurred or suffered by us or any other parties by reason of or otherwise in connection with or arising in any way whatsoever out of our failure or delay in providing a proper registered address as our mailing address. Notwithstanding anything to the contrary, even if OSPL (in its absolute discretion) allows the Relevant Documents to be sent to the "care-of" address, "P.O. Box" address or TR's address as provided by us or if We so choose or insist to have the Relevant Documents sent to the "care-of" address, "P.O. Box" address or TR's address as provided by us, We authorize OSPL to send the Relevant Documents to such "care-of" address, "P.O. Box" address or TR's address as provided by us and We acknowledge and confirm that We am fully aware of the Risks and We shall not hold OSPL responsible or liable to us in anyway whatsoever for any actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs and expenses incurred or suffered by us or any other parties by reason of or otherwise in connection with or arising in any way whatsoever out of OSPL sending any Relevant Documents to the "care-of" address, "P.O. Box" address or TR's address as provided by us Further, We irrevocably and unconditionally agree at all times to fully indemnify and save harmless OSPL from and against any and all actions, proceedings, liabilities, claims, demands, losses, damages, charges, costs and expenses (including legal expenses on full indemnity basis) of whatever nature which OSPL may at any time and from time to time sustain, incur or suffer by reason of or otherwise in connection with or arising in any way whatsoever out of OSPL sending any Relevant Documents to the "care-of" address, "P.O. Box" address or TR's address as provided by us.

## Guide And Cautionary Notes In Applying For/Continuing With A Futures & Leveraged Forex Account With OCBC Securities – "Guide"

Many thanks for your interest in opening an account with OCBC Securities for the trading of futures and/or leveraged forex contracts ("the Account"). We provide this Guide and Cautionary Notes in the interest of transparency and fair dealing with you. It is designed to assist you in with respect to the Account in:

- I. understanding the types of services we offer; and their respective limits; and
- II. with that understanding, deciding on whether to use, and if so, which of our service or services to use.

While there are common terms governing all of our services – as you will note from a study of our general terms for conduct of our businesses - the terms specific to each service will vary.

### Who Are We And What Services Can We Provide?

We are the holder of a capital markets services license ("CMS license") under the Securities and Futures Act of Singapore (the "SFA") for the carrying out of the following activities regulated under the SFA:

- Dealing in Securities
- Securities Financing
- Trading in Futures Contract
- Leveraged Forex
- Providing Custodial Services for Securities

Because we hold a CMS license for the regulated activities set out above, we are also entitled to be, and are, registered as an exempt financial adviser ("EFA") under the Financial Advisers Act of Singapore (the "FAA") for the carrying out of financial advisory services as defined under the FAA or its regulations.

### What Services Are Available To You From Us?

We provide basically three levels of service:

- I. execution only;
- II. dealing with execution related advice ("ERA"); and
- III. dealing with advice under a formal advisory agreement ("Paid Advice").

ERA is specifically defined by our regulators as advice or recommendation that we provide with no additional payment made to us apart from any fee that we may earn from your actually dealing (i.e. buying/selling) in investment products with or through us. We refer to such advice or recommendation as free advice or recommendation.

## Types of Services for Excluded Investment Product and Specified Investment Products

### 1. Excluded Investment Products ("EIPs")

#### 1.1 What are EIPs?

EIPs means any capital markets products that belong to a class of capital markets products listed in the Schedule to the Securities and Futures (Capital Markets Products) Regulations 2018.

**List of EIPs :** Shares/Fully Paid Depository Receipts representing shares/Subsorption rights pursuant to rights issues/Company warrants/Units in Business Trusts/Units in Real Estate Investment Trusts/Debentures (other than asset-backed securities & structured notes)/Exchange traded funds that are classified as EIPs.

EIPs<sup>1</sup> are less complex products which are already established in the market and are generally well understood by retail investors.

#### Please note that EIPs are not available for trading through the Account.

If you would like to trade in EIPs through us, you must distinctly open a securities trading account with us. For more information, please contact our customer service hotline at 1800 338 8688.

### 2. Specified Investment Products ("SIPs")

#### 2.1 What are SIPs?

SIPs are (for the purposes of our dealing services available to you as a CMS license holder) capital markets products that are not EIPs. SIPs include any investment products that are only listed on an overseas exchange.

SIPs are then further divided into three general types –

- a. those listed solely on a securities or futures exchange outside of Singapore;
- b. those listed on a securities or futures exchange in Singapore; and
- c. those that are not listed on any securities or futures exchange.

Futures contracts are classified as listed SIPs, and contracts for leveraged forex are classified as unlisted SIPs.

#### 2.2 What is the service available for SIPs?

For dealings in Specified Investment Products ("SIPs"), all three levels of services are (depending on your circumstances and the circumstances of your particular transacting in SIPs) available options **but only** if you are not an accredited or expert investor as defined below.

If you are an accredited or expert investor as defined below, our services are limited to execution only services only; and/or dealing with Paid Advice only.

If you are a natural person and are **not** an accredited or expert investor as defined below, then you will be regarded as a Retail Client . Please see below under the heading of "Retail Client " for the services that we will offer you.

<sup>1</sup>See MAS press release on 28 July 2011 titled MAS Requires Intermediaries to Assess Investment Knowledge and Experience of Retail Customers.

**Retail Client**

Depending on whether a Retail Client wishes to deal in listed or unlisted SIPs, he will first need to pass respectively a Customer Account Review ("CAR") and/or a Customer Knowledge Assessment ("CKA") before he may be permitted to begin or continue trading in the relevant SIP. In such a case you would also have been provided with a Client Investment Profile questionnaire (the "CIP") together with our request that you properly complete that CIP and return the properly completed CIP to us.

**CIP Response**

If you, as a Retail Client, have passed the CAR and/or CKA as applicable, you are actually regarded as competent to understand the nature and risks of the SIP products you will be dealing or continue to deal in. Despite that, it is our policy for us to secure information on your ability and willingness to accept the risks inherent in trading in leveraged forex and/or futures contracts (as relevant) and your investment objectives for our own internal satisfaction that the competence you may be regarded as having in choosing to apply for an Account is not patently at odds with your actual and declared ability and willingness to accept the risks inherent in trading in leveraged forex and/or futures contracts (as relevant) read in the context of your declared investment objectives. The information we seek from you is as set out in our CIP.

**Where you do not complete and/or return the CIP to us, as notified in the CIP provided to you, you must note that you will not be permitted to trade SIPs with us.**

Where you properly complete and return the CIP to us, then, if the information provided in the CIP is not patently at odds with the risks inherent and investment objectives consistent in trading in leveraged exchange and/or futures contracts (as relevant):

We will ensure that such free advice or recommendation that may be provided to you by us from time to time will be reasonably consistent with the information you provide in the CIP with regard to your suitability; but it remains your choice to choose whether you wish to follow or not.

Where you choose not to follow the advice or recommendation we will assume that you have made your own informed determination not to follow the advice or recommendation and **instead are accepting** sole responsibility for determining the merits or suitability of any and all transactions that you may enter into contrary to the advice or recommendation given to you.

**Generally Circulating Materials and Resources Warning**

**Please also note that you may be provided or given access to resources or materials that are intended to be for general circulation. The materials intended for general circulation will have an express notice accompanying the materials to that effect. Such resources and materials are provided with the sole aim of enabling you to manage and control your own investments and this means also that you need to be** able and willing to accept sole responsibility for ensuring the merits and suitability of any and all investments that you may make with or through us before making any investment or effecting any transaction with or through us. None of the advice or recommendation appearing in such generally-circulated materials and resources should be taken by you as intended for you specifically to rely on. They are provided expressly subject to the exemption notice and disclaimer against such effect accompanying the materials.

**Accredited And Expert Investor:**

Please be reminded as noted above that, under the FAA, we are expressly exempted from assuming and will not assume (short of an express and formal agreement otherwise) any suitability obligation or any obligation to provide product information to any person who is either an accredited investor or an expert investor.

For convenience of reference, we set out below the relevant definition of "accredited investor" and "expert investor" respectively.

**(a) "Accredited Investor" means —****(i) an individual —**

(A) whose net personal assets exceed in value \$2 million (or its equivalent in a foreign currency) or such other amount as the Authority may prescribe in place of the first amount;

(B) whose financial assets (net of any related liabilities) exceed in value \$1 million (or its equivalent in a foreign currency) or such other amount as the Authority may prescribe in place of the first amount, where "financial asset" means —

(BA) a deposit as defined in section 4B of the Banking Act;

(BB) an investment product as defined in section 2(1) of the Financial Advisers Act; or

(BC) any other asset as may be prescribed by regulations made under section 341; or

(C) whose income in the preceding 12 months is not less than \$300,000 (or its equivalent in a foreign currency) or such other amount as the Authority may prescribe in place of the first amount;

**(ii) a corporation with net assets exceeding \$10 million in value (or its equivalent in a foreign currency) or such other amount as the Authority may prescribe, in place of the first amount, as determined by —**

(A) the most recent audited balance-sheet of the corporation; or

(B) where the corporation is not required to prepare audited accounts regularly, a balance-sheet of the corporation certified by the corporation as giving a true and fair view of the state of affairs of the corporation as of the date of the balance-sheet, which date shall be within the preceding 12 months;

(iii) the trustee of such trust as the Authority may prescribe, when acting in that capacity; or

(iv) such other person as the Authority may prescribe.

**(b) "Expert Investor" means —**

(i) a person whose business involves the acquisition and disposal, or the holding, of capital markets products, whether as principal or agent;

(ii) the trustee of such trust as the Authority may prescribe, when acting in that capacity; or

(iii) such other person as the Authority may prescribe.

## ELECTRONIC TRADING – THIRD PARTY SOFTWARE OR TECHNOLOGY PROVIDER

1. In consideration of OCBC Securities Pte Ltd (“OSPL”) providing you access, at its discretion, to certain electronic services (“Services”) of the third party software and/or technology provider, whose products and services assist us in providing you the trading platform (“Third Party System”) for the purposes of conducting transactions in futures margin and options and leveraged foreign exchange including over-the-counter transactions, you agree to be bound by the following additional terms and conditions (“Terms herein”). If you do not agree with the Terms herein, you should not utilise the Third Party System and the services thereunder.
2. You agree that:
  - i. the term “Electronic Trading Service” referred to in Section A of the General Terms and Conditions shall include such services stated in the definition which are provided by any third party software and/or technology provider with whom OSPL had contracted;
  - ii. neither the third party software and/or technology provider nor any of its affiliates shall be liable or responsible to you for any inability to access the Third Party System or the Services, whether as a result of error, malfunction or breakdown of the Third Party System or for any third party resources used by you to access the Services;
  - iii. we have your approval to disclose your identity to the third party software and/or technology provider;
  - iv. the third party software and/or technology provider shall not be liable to you for, and you will not bring any legal action, whether in tort, contract or otherwise, against the third party software and/or technology provider alleging damages for, the failure by us or any counterparty to perform or otherwise settle a transaction entered by you using the Services.
  - v. Neither the third party software and/or technology provider nor any of its affiliates will have any obligation or responsibility to you (i) in respect of any transaction document to which it is not a party (ii) in respect of requiring us or any counterparty to enter into and maintain in force any transaction document to which it is not a party or (iii) to assist in any way in respect of compliance by us or any counterparty with any such transaction documentation or the interpretation or enforcement of the obligations of any party under such transaction documentation;
  - vi. the third party software and/or technology provider is a third party beneficiary of the Terms herein and this letter agreement shall, at the request of the third party software and/or technology provider, be made available for its review.

**SGX FTSE/XINHUA INDICES  
5400 INTELLECTUAL PROPERTY RIGHTS AND DISCLAIMERS**

**A. FTSE/XINHUA Index Limited Disclaimer**

The Exchange has entered into a licensing agreement with FTSE/XINHUA Index Limited ("FXI") to use the FTSE/Xinhua Indices (including but not limited to the China A50 Index) (the "FTSE/Xinhua Indices"). FXI owns rights in FTSE/Xinhua Indices and the proprietary data contained therein.

"Xinhua" and "新華" are service marks and trademarks of the Xinhua Financial Network Limited and are used by FXI under licence. "FTSE" is a trademark of the London Stock Exchange Plc and the Financial Times Limited and is used by FXI under licence.

Neither FXI nor its licensors in any way sponsor, endorse or are otherwise involved in the issuance and offering of the SGX FTSE/Xinhua Indices Futures. SGX-DT, FXI and its licensors disclaim any liability to any party for any inaccuracy in the data on which the FTSE/Xinhua Indices is based, for any mistakes, errors or omissions in the calculation and/or dissemination of the FTSE/Xinhua Indices or for the manner in which it is applied in connection with the issuance and offering of derivatives instruments derived from the FTSE/Xinhua Indices or the trading of the FTSE/Xinhua Indices.

**B. Exchange Disclaimer**

The Exchange makes no warranty, express or implied, as to the accuracy or completeness of, or the results to be obtained by any person or any entity from the use of, the FTSE/Xinhua Indices, any intra-day proxy related thereto or any data included therein in connection with the trading of any contracts, or for any other use. The Exchange makes no express or implied warranties of merchantability or fitness for a particular purpose with respect to the FTSE/Xinhua Indices or any intra-day proxy related thereto or any data included therein.

**FUTURES MARGIN & OPTIONS TRADING & OTC TRANSACTIONS  
SUPPLEMENTARY TERMS AND CONDITIONS**

Kindly note that the terms herein shall supplement and form part of OCBC Securities Private Limited (OSPL) Standard Terms and Conditions. In the event of any inconsistency between the terms herein and the OSPL Terms and Conditions, the terms herein shall prevail.

The following list of charges and other rates is not exhaustive and OSPL may charge different charges and other rates for products and services not specifically listed herein. Please note that OSPL reserves the right to make amendments, additions or variations to the charges, rates and other terms herein from time to time in the same manner as it may amend, add to or vary the terms under the OSPL Terms and Conditions.

**ADMINISTRATION**

Telegraphic Transfer	:	US\$10.00 per transaction (Inward remittance)
Telegraphic Transfer	:	minimum of US\$40.00 per transaction or whichever is higher as
(Withdrawal of Funds)		and when levied by the correspondence banks

For deliveries of contracts and additional handling fees on top of any other Exchange/bank charges: US\$120.00 per delivery

In the event of any Option expiration, this **may also** incur commission charges/administrative charges.

Please note that OSPL generally would not facilitate any third party remittance. All client fund transfers should be sent back to the customer's designated banking account. Should any third party remittance be undertaken (on a case by case basis) a US\$120.00 minimum would be imposed on outward remittances.

**INTEREST**

If there are funds held in the Client's account which are **in excess** of OSPL's margining requirements by more than USD10,000 (if in US dollars), USD20,000 equivalent for other designated currencies, or SGD50,000 for Sing Dollar deposits, OSPL shall pay the Client interest **only** on such excess amount at the then prevailing **call** deposit interest rate for such currency or any other currency which OSPL may agree to pay for the amounts in which the Client have excess (such rate to be determined by OSPL in its sole discretion) less 2.0%.

Debit balances in the Client's account with OSPL shall carry interest at 2.0% above **prime** lending rate at OSPL's sole discretion.

**MINIMUM EQUITY**

The Client must maintain a minimum Equity level of **S\$5,000** or its equivalent before the Client may place any new orders.

**GENERAL CONSENT & APPROVAL**

The Customer agrees that OSPL may, in its sole and absolute discretion, act either as agent of or principal to the Customer for its own accounts, or for the accounts of Connected Persons or any other entity in which OSPL or any person within the OCBC Group has an interest, in respect of any Transaction, whether such Transaction is effected on the Order of the Customer or otherwise, and shall not be required to inform the Customer of the same. In the event that OSPL assumes the role of the counterparty to any Transaction, OSPL shall be entitled to all gains, profits and benefits derived from such Transaction. Without prejudice to the generality of the preceding, unless otherwise agreed in writing by OSPL, in respect of Transactions on an exchange, OSPL shall act as the Customer's agent, and in respect of other Transactions, OSPL shall act as principal to the Customer.

AND

**FOR OTC TRANSACTIONS**

In providing a liquid market and prices for OTC Transactions, the Customer hereby acknowledges and agrees that OSPL (or any person authorised by OSPL to accept OTC Orders) may quote OTC prices from other regulated financial institutions to Customers or act as market-makers to Customers in providing bids and offers to be traded under OSPL's market-making accounts.



The Client further acknowledges that all OTC Transactions are conducted on a principal to principal basis, between OSPL and the client.

#### **MARGIN REQUIREMENTS**

Without prejudice to OSPL's rights and the Client's obligations under OSPL Terms and conditions, a copy of which will be given to the Client upon the Client's request after the latter's account has been approved. The following shall be the margin requirements with respect to the Client's account.

Below is a general listing of OSPL's initial margin requirements for certain types of contracts:

Exchange traded contracts: **Unless** otherwise stipulated by OSPL, OSPL will determine and apply the relevant Initial and Maintenance margin requirements in addition to and on top of the margins imposed by the relevant exchanges.

- **Spot Forex : *Unless otherwise stipulated by OSPL from time to time, the Initial margin requirements will generally be at 5% to 10% of the notional amount of the contract size. The Maintenance margin maybe equal to or below the Initial margin requirements and it will be stipulated by OSPL from time to time.***
- ***Initial and Maintenance margin requirement for regional currencies will be stipulated by OSPL from time to time.***

You are advised to obtain a list of all of OSPL's stipulated Initial and Maintenance margin requirements for your reference before you embark on your trading activities. Please note that owing to unexpected market volatilities OSPL may change the margin requirements of any product from time to time without informing the client. The client is advised to check with OSPL from time to time of any such changes and maintain excess funds in his/her account to avoid any sudden margin insufficiencies and margin calls liquidation situation.

#### **ADDITIONAL MARGIN REQUIREMENTS**

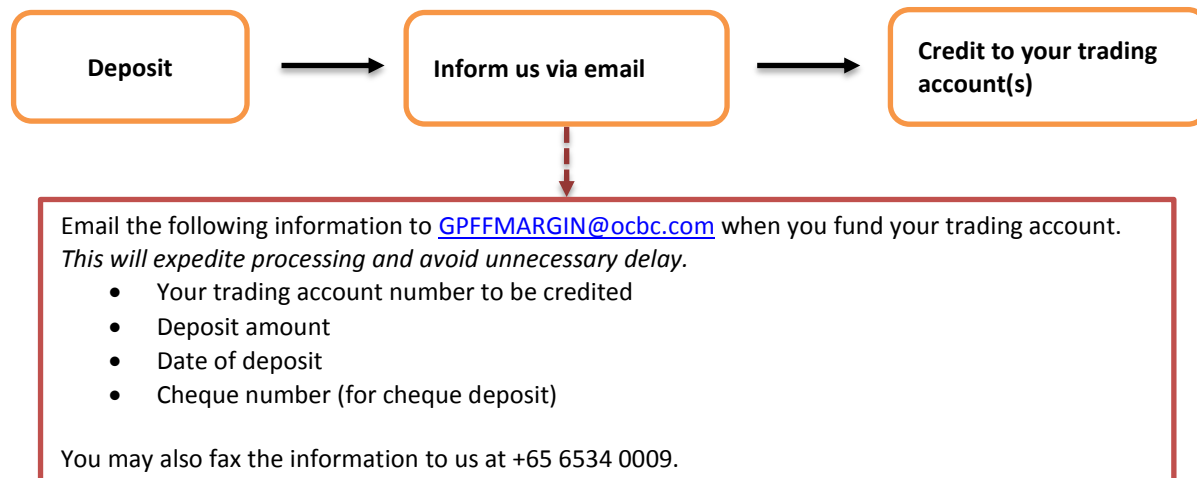
All open positions shall be backed by initial margin (a) in accordance with the amounts required above or (b) if the above requirements are not applicable, of such amount as OSPL may decide in OSPL's sole and absolute discretion.

All initial margins must be paid in cash or banker's guarantee issued by a Singapore incorporated bank in such forms as OSPL may require.

All margin calls made by OSPL must be met on the same day by telegraphic transfer of funds to our bank account or deliver of a bank guarantee.

***If margin calls are not satisfied as required by OSPL, OSPL may liquidate some or all of your open positions. Even if no margin calls are made OSPL reserves the right to liquidate some or all of your positions if the equity (as defined later) in your account falls below 30% of the initial margin requirements of all your open positions. "Equity" means the sum of (a) the value of all initial margin held in your account and (b) the unrealized profit of all your open positions less (c) the unrealized loss of all your open positions. In this regard the unrealized profit or unrealized loss of all your open positions shall be determined by OSPL at OSPL's sole discretion but by reference to the then prevailing bid, offer or last transacted price of the contract.***

### Fund Deposit Process



#### **A. Fund deposit by Singapore Dollar (SGD) and US Dollar (USD) Cheque**

The cheque should be made payable to **OCBC Securities Pte Ltd.**

1. Write the following information at the back of the cheque:
  - Customers' segregated account number:
    - i. SGD: **501-091821-001-SGD**; or
    - ii. USD: **503-053126-301-USD**
  - Your **name**
  - Your **trading account number** to be credited (or "**New**" for new accounts)
2. Cheque may be deposited at any OCBC branch or our office at:

**OCBC Securities Private Limited**  
18 Church Street  
#01-00 OCBC Centre South  
Singapore 049479
3. Allow up to 3 business days from date of receipt for SGD cheques to be cleared and credited into your trading account. For USD cheques, please allow more time.

#### **B. SGD fund deposit via OCBC Internet Banking or ATM – Bill Payment**

1. Add **OCBCSEC FX & FUTURES** as **Payee** from OCBC Internet Banking
2. Under **Bill Reference No.** field; input your **Trading Account Number**.
3. Once payee is added, you can transfer the funds via **Internet Banking** or **ATM**

#### **C. SGD fund deposit via Local Bank Transfer**

If you have a Singapore-based bank account in SGD, you may transfer funds to the customers' segregated account with OCBC Bank.

1. Account name: **OCBC Securities Pte Ltd**
2. Customers' segregated account number: **501-091821-001**
3. Write your **trading account number** as initial or reference
4. Allow up to 3 business days from date of transfer for the funds to be received and credited into your trading account.

#### D. Fund deposit by Telegraphic Transfer / Bank Wire

For telegraphic transfer (T.T.) or international bank wire, please allow usual processing time of 1 to 5 business days.

##### Common information required for all T.T. remittance:

Information required	
Beneficiary Bank Name	Oversea Chinese Banking Corporation Limited
Beneficiary Bank Country	Singapore
Beneficiary Bank Swift Code	OCBCSGSG
Beneficiary Account Name	OCBC Securities Private Limited
Message to Beneficiary / Purpose of Payment	Please fill in your name & trading account number

##### Currency specific information:

SGD	
Beneficiary Account No.	501-091821-001

AUD	
Beneficiary Account No.	501-009450-201-AUD
Agent/ Correspondent/ Intermediary Bank	National Australia Bank Ltd, Melbourne
Agent/ Correspondent/ Intermediary Bank Swift Code	NATAAU33033

CAD	
Beneficiary Account No.	501-009450-201-CAD
Agent/ Correspondent/ Intermediary Bank	Toronto Dominion Bank, Toronto
Agent/ Correspondent/ Intermediary Bank Swift Code	TDOMCATTOR

CHF	
Beneficiary Account No.	501-009450-201-CHF
Agent/ Correspondent/ Intermediary Bank	Union Bank Of Switzerland, Zurich
Agent/ Correspondent/ Intermediary Bank Swift Code	UBSWCHZH80A

GBP	
Beneficiary Account No.	501-009450-201-GBP
Agent/ Correspondent/ Intermediary Bank	National Westminster Bank Plc, London
Agent/ Correspondent/ Intermediary Bank Swift Code	NWBKGB2L

CNH	
Beneficiary Account No.	503-167827-201-CNH
Agent/ Correspondent/ Intermediary Bank	Industrial and Commercial Bank of China, Singapore
Agent/ Correspondent/ Intermediary Bank Swift Code	ICBKSGSGCLR

HKD	
Beneficiary Account No.	501-009450-201-HKD
Agent/ Correspondent/ Intermediary Bank	OCBC Bank, Hong Kong
Agent/ Correspondent/ Intermediary Bank Swift Code	OCBCHKHH

JPY	
Beneficiary Account No.	501-009450-201-JPY
Agent/ Correspondent/ Intermediary Bank	Mizuho Corporate Bank Ltd, Tokyo
Agent/ Correspondent/ Intermediary Bank Swift Code	MHCBJPJT

NZD	
Beneficiary Account No.	501-009450-201-NZD
Agent/ Correspondent/ Intermediary Bank	Bank Of New Zealand, Wellington
Agent/ Correspondent/ Intermediary Bank Swift Code	BKNZNZ22

EUR	
Beneficiary Account No.	501-009450-201-EUR
Agent/ Correspondent/ Intermediary Bank	Barclays Bank PLC, London
Agent/ Correspondent/ Intermediary Bank Swift Code	BARCGB22

USD	
Beneficiary Account No.	503-053126-301-USD
Agent/ Correspondent/ Intermediary Bank	JP Morgan Chase Bank, New York
Agent/ Correspondent/ Intermediary Bank Swift Code	CHASUS33