



**NEXUS**  
FINTRADE<sup>®</sup>

## **Risk and Disclosure Statement**

Version: 1.0



# Table of Contents

## Contents

<b>GENERAL TERMS AND CONDITIONS .....</b>	<b>4</b>
1. DEFINITIONS.....	4
2. APPLICABLE RULES & LAWS .....	8
3. INSTRUCTIONS AND ORDERS .....	9
4. BROKERAGE, FEES AND EXPENSES .....	10
5. RECORDS OF INSTRUCTIONS.....	10
6. INVESTMENT DECISIONS AND MARKET INFORMATION.....	10
7. LIMITS AND MARGINS.....	11
8. EXCLUSIONS .....	12
9. PROPRIETARY TRADING .....	12
10. SUSPENSION OF ACCOUNT.....	12
11. RIGHT TO LIQUIDATE OR CLOSE OUT .....	13
12. LFX, Foreign Exchange TRANSACTIONS and Leveraged Foreign Exchange Transactions.....	13
13. SERVICE OF DOCUMENTS AND NOTICES .....	14
14. PAYMENT/HANDLING OF PROPERTIES/MONIES .....	15
15. PAYMENT BY NEXUSFT .....	15
16. FOREIGN EXCHANGE RISKS.....	15
17 SET-OFF.....	16
18. FOREIGN CURRENCY TRANSACTIONS.....	16
19. LIEN.....	16
20. CHARGE .....	16
21. WAIVER.....	17
22. INDEMNITY .....	17
23. JOINT ACCOUNTS.....	17
24. CHANGE OF PARTICULARS.....	18
25. DISCLOSURE.....	18



26. NEXUSFT'S AGENTS .....	18
27. CLIENT'S AGENTS .....	19
28. TRADING REPRESENTATIVES .....	19
29. ELECTRONIC RECORDING/EVIDENCE .....	19
30. REPRESENTATIONS AND WARRANTIES .....	19
31. FORCE MAJEURE .....	20
32. LIMITATION OF LIABILITY .....	21
33. TERMS TO GOVERN ONCE ANY FACILITY IS USED .....	21
34. SEVERABILITY .....	22
35. ENTIRE AGREEMENT AND AMENDMENTS .....	22
36. TERMINATION .....	22
37. LAWS AND JURISDICTION .....	23
38. INTEREST .....	23
39. INTEREST-BEARING ACCOUNTS .....	23
40. APPOINTMENT OF CUSTODIAN .....	24
41. CONTRACTS (RIGHTS OF THIRD PARTIES) .....	24
42. NO ASSIGNMENT .....	24
43. TERMS AND CONDITIONS TO PREVAIL .....	24
44. ENGLISH LANGUAGE VERSION .....	24
<b>TERMS AND CONDITIONS FOR ONLINE SERVICES .....</b>	<b>25</b>
2. PROVISION OF ONLINE SERVICES .....	26
3. DEPOSIT AND CHARGES .....	26
4. INDEMNITY .....	26
5. PASSWORD AND SECURITY .....	26
6. NO REPRESENTATION .....	27
7. PROVISION AND PUBLICATION OF INFORMATION .....	27
8. DISRUPTION, SUSPENSION AND TERMINATION OF SERVICES .....	27
9. COMMUNICATIONS .....	28
10. ELECTRONIC RECORDS .....	28
11. CHANGE OF PARTICULARS .....	28



12. DISCLOSURE.....	28
13. TRADING TERMS.....	28
14. FORCE MAJEURE.....	29
15. LIMITATION OF LIABILITY.....	29
16. WAIVER.....	29
17. SEVERABILITY.....	29
18. ENTIRE AGREEMENT.....	29
19. AMENDMENTS OF TERMS AND CONDITIONS.....	29
20. LAWS AND JURISDICTION .....	30
21. ARRANGEMENT FOR ONLINE ACCOUNT OPENED .....	30
<b>RISK DISCLOSURE STATEMENT .....</b>	<b>30</b>



# GENERAL TERMS AND CONDITIONS

The following terms and conditions shall govern the relationship between NEXUS FINTRADE LIMITED ("**NEXUSFT**") and its clients (the "**Client**"), and apply to and form part of any agreement entered into between NEXUSFT and the Client (with such modifications as may be appropriate).

## 1. DEFINITIONS

1.1 In these Conditions and in any other agreements entered into between NEXUSFT and the Client, unless the context requires otherwise:

- "Account" means the account(s) that the Client maintains with NEXUSFT for the purposes of the Transactions;
- "Applicable Laws" means: (a) all applicable laws in Labuan and Malaysia including but not limited to the Act and the subsidiary legislation promulgated under the Act; (b) all applicable laws that govern any of the Transactions other than Labuan and Malaysia law; and/or (c) all notices, directions, rules, regulations and practices of all applicable governmental and regulatory bodies and agencies, whether or not having the force of law;
- "Applicable Market" means: the market in which the Transactions are executed;
- "Applicable Rules" means: in the case of LFX, Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading, the Business Rules and practices of a Recognized Market Operator;
- "LFX" means: a Leveraged Foreign Exchange (LFX) whose value fluctuates by reference to the fluctuations in the Underlying Instrument;



“Business Day”	means: (a) in relation to Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading, any day on which NEXUSFT and any market on which the Transactions are carried out is open for business; (b) in relation to payment to be made in USD dollars, a day (other than Saturday, Sunday or gazette public holiday) on which NEXUSFT and banks in Malaysia are open for business; and (c) in relation to payment to be made in a currency other than USD dollars, a day (other than Saturday, Sunday, or public holiday) when NEXUSFT and banks are open for general interbank business in Malaysia and the principal financial center of the country of such currency;
“Business Rules”	means in relation to an exchange holding company, a Recognized Market Operator or a designated clearing house, the rules, regulations, by-laws or such similar body of statements, by whatever name called, that govern the activities and conduct of: (a) the exchange holding company, Recognized Market Operator, and its members; and (b) other persons in relation to it; whether or not those rules, regulations, by-laws or similar body of statements are made by the exchange holding company, Recognized Market Operator or clearing house or are contained in its constituent documents, but does not include the listing rules of a Recognized Market Operator;
“These Conditions”	shall refer to these General Terms and Conditions
“LFX”	means the leveraged foreign exchange that NEXUSFT offer to its clients from time to time under these Conditions;
“Confirmation Advice”	means a notice given by NEXUSFT to confirm the terms of transactions made between NEXUSFT and the Client, or by NEXUSFT on behalf of the Client, under these Conditions;
“Event of Default”	means the occurrence of any of the following situations: (a) if the Client commits a material breach of these Conditions and if the same be capable of remedy, does not within 48 hours of receipt of notice of the breach, repair such breach; (b) where the Client is an individual, the death or the bankruptcy of the Client; (c) where the Client is a company, the Client convenes a meeting of its creditors or if a proposal is made for a voluntary arrangement or a proposal for any other composition, scheme or arrangement with (or assignments for the benefit of) its creditors or if the Client is unable to pay its debts or if a trustee, receiver, judicial manager or similar officer is appointed in respect of all or any part of the business or assets of the Client or if a petition is presented or a meeting is convened for the purposes of considering a resolution or other steps are taken for the winding-up of the other or for the making of judicial management order; or (d) the



Client is not agreeable to any amendments to these Conditions made in accordance with clause 35.

“Foreign Exchange Trading” means the act of entering into or offering to enter into, or inducing or attempting to induce a person to enter into or offer to enter into, a contract or an arrangement the effect of which is that: (a) a party agrees to exchange currency at an agreed rate of exchange with another party whether the currency exchange is affected at the same time or at a specified future time and whether by way of delivery of an amount of currency for another currency, by way of crediting the account of the other party with an amount of another currency, by way of settlement or set-off between two or more persons or otherwise; or (b) a party agrees to settle in any manner with another party the difference between the value of any currency index agreed at the time of the making of the contract or arrangement and at a specified future time; but does not include any act performed for or in connection with a contract or an arrangement which is a Futures Contract or such a proposed contract or proposed arrangement;

“Foreign Rules” means all relevant rules, bye-laws, customs, practices, notices, directives and regulations for the time being of any foreign stock exchange or any governmental or regulatory authorities of any foreign country, whether having the force of law or not, and all applicable laws in such foreign country which NEXUSFT and/or the Client may be bound or which applies to any of the Securities Transactions or the Transactional Service;

“Joint Accounts” shall have the meaning set out in clause 23.2;

“Joint Account Holders” means the joint account holders as defined in clause 23.3. “**Joint Account Holder**” shall refer to one of the Joint Account Holders;

“Leveraged Foreign Exchange Trading”

means: (a) Foreign Exchange Trading on a margin basis whereby a person undertakes, as determined by the terms and conditions of the Foreign Exchange Trading contract or arrangement (I) to make an adjustment between himself and another person according to whether a currency is worth more or less, as the case may be, in relation to another currency, or according to whether a currency index rises or falls in value, as the case may be, in relation to an agreed value; or (ii) to pay an amount of money determined or to be determined by reference to the change in value of a currency in relation to another currency, or by reference to the change in value of a currency index in relation to an agreed value; or (iii) to deliver to another person at an agreed future time an agreed amount of currency at an agreed price; (b) the provision by any person referred to in paragraph (a) of any advance, credit facility or loan, directly or indirectly, to facilitate an



act of the description referred to in that paragraph; or (c) the act of entering into or offering to enter into, or inducing or attempting to induce a person to enter into, an arrangement with another person (whether on a discretionary basis or otherwise) to enter into any contract to facilitate an act of the description mentioned in paragraph (a) or (b); but does not include any act performed for or in connection with a contract or an arrangement (I) arranged by a bank that is licensed under the Banking Act (Cap. 19) or a merchant bank approved as a financial institution; or (ii) by any person belonging to such class of persons, or carrying on such class or description of business, as may be prescribed by the relevant Finance Authority;

"Margin"	means any and all Properties deposited with or otherwise held by or on NEXUSFT's behalf to secure or guarantee the performance of the Client's obligations pursuant to the terms of these Conditions;
"Properties"	shall include cash, and all other property, including but not limited to property customarily dealt in by brokerage firms;
"Proprietary Activities"	shall mean dealings in LFX or undertaken by NEXUSFT or its Affiliates as principals;
"Services"	means any services provided by NEXUSFT pursuant to these Conditions;
"Trading Position"	means any position in Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading that needs to be supported by Margin;
"Transactions"	means the Client's transactions in Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading which are transacted using the Services, whether such transactions are effected on the instructions of the Client or the Authorized Person (as hereafter defined);
"Transactional Services"	means any services which relate to the trading in Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading provided to the Client by NEXUSFT under these Terms and Conditions;



"Website" means the website owned, operated and/or maintained by NEXUSFT accessible at the Internet URL designated by NEXUSFT from time to time.

1.2 Any reference to a statutory provision shall include such provision as from time to time modified or re-enacted and any regulations made in accordance with such statutory provisions as from time to time modified or re-enacted whether before or after the date of these Conditions so far as such modification or re-enactment applies or is capable of applying to any transactions entered hereunder. The headings in these Conditions are inserted for convenience only and shall be ignored in construing these Conditions. Unless the context otherwise requires,

- (a) References to the singular number shall include references to the plural number and vice versa;
- (b) References to natural persons shall include bodies corporate and vice versa; and
- (c) Words denoting any gender shall include all genders.

## **2. APPLICABLE RULES & LAWS**

- 2.1. All transactions shall be subject to the Rules, the Applicable Laws, the Applicable Rules and the provisions of these Conditions.
- 2.2. The Client warrants and represents that he understands, is familiar with, and will keep himself updated on a continuing basis with changes in, the Applicable Laws, the Applicable Rules and the provisions of these Conditions.
- 2.3. The Client acknowledges and agrees that the Client's application to open account with NEXUSFT received by NEXUSFT, shall be accepted only in Malaysia.
- 2.4. The Client undertakes that he will at all times familiarize himself with, comply with and observe all Malaysia, and/or the Foreign Rules.
- 2.5. These terms and any non-contractual disputes or claims arising under them and all transactions under or pursuant to them are governed by and shall be construed in accordance with the laws of Malaysia and courts of Malaysia have exclusive jurisdictions.



### 3. INSTRUCTIONS AND ORDERS

- 3.1 All instruction must be written instructions (including internet e-mail) of the Client or any persons authorized in writing by the Client (the “**Authorized Persons**”). Notwithstanding the receipt by NEXUSFT of such written instructions, NEXUSFT shall be under no obligation to give effect to any such instructions and is entitled to refuse to carry out such instructions without giving any reason for such refusal.
- 3.2 Unless the Client specifically requests and such request is accepted by NEXUSFT, any orders given by the Client are good only for the Business Day of the Applicable Market and shall thereafter lapse at the end of such Business Day.
- 3.3 The Client shall be solely responsible and liable for the actions or instructions of the Authorized Persons.
- NEXUSFT shall not be concerned as to whether an Authorized Person has been given the proper authority by the Client to act on his behalf in a Transaction and shall not be obliged to verify with the Client whether he has in fact authorized the instructions given by the Authorized Persons purportedly on behalf of the Client.
- 3.4 Where any dispute arises between the Client and NEXUSFT in connection with or relating to the instructions, whether electronic or otherwise, given by the Client or the Authorized Person, NEXUSFT's record of such instructions shall prevail.
- 3.5 The Client acknowledges and accepts that when placing orders for Transactions, there will be times when a quoted price will change prior to the trade's execution due to market circumstances (including but not limited to rapidly changing prices, delays in making price or in dealing) and that not all orders will be executed in chronological sequence with the order being placed. In such circumstances, the Client agrees to release NEXUSFT from any liability arising from such price changes.
- 3.6 The Client agrees in any event to accept and to be bound by the outcome when any discretion is given to NEXUSFT to execute a Transaction. The Client agrees to fulfill and perform all such Transactions and that NEXUSFT shall not incur or sustain or be liable for any loss in that connection incurred or sustained by the Client as a result of any failure to carry out the orders or instructions of the Client or the authorized Person.
- 3.7 The Client also agrees that NEXUSFT may make arrangements with and/or employ third parties to carry out, or perform, any part, or all, of the Transaction. The Client also acknowledges and agrees that NEXUSFT and such third party service providers are only the agents of the Client in any Transactions.



## 4. BROKERAGE, FEES AND EXPENSES

- 4.1 The Client hereby agrees to pay to NEXUSFT in respect of the Transactions, such fees, commission, brokerage charges and/or other charges, at such rates as may be determined by NEXUSFT from time to time, including all expenses incurred by NEXUSFT or its agents with respect to the Transactions.
- 4.2 Any goods and services tax, other taxes or levies hereafter imposed by law or required to be paid in respect of any monies payable to, received or receivable by NEXUSFT or in respect of any Transactions or any expenses incurred by NEXUSFT, shall, except to the extent prohibited by laws, be borne and paid by the Client and deducted from the Account.
- 4.3 The Client acknowledges that from time to time, NEXUSFT may receive commissions, discounts or fees from third parties in connection with or in relation to the Transactions or other dealings in respect of the Transactions. The Client agrees that NEXUSFT may retain for the benefit of NEXUSFT and without any obligation to account to the Client any commission, discount, fees, or other monies which NEXUSFT may receive in connection with or in relation to the Transactions done or carried out by the Client with or through NEXUSFT or any other dealings in respect of the Transactions.

## 5. RECORDS OF INSTRUCTIONS

- 5.1 Where any dispute arises between the Client and NEXUSFT in connection with or relating to the instructions, whether electronic or otherwise, given by the Client or the Authorized Person in relation to the Transactional Services, NEXUSFT's record of such instructions shall prevail.

## 6. INVESTMENT DECISIONS AND MARKET INFORMATION

- 6.1 The Client acknowledges and agrees that:
- (a) any information relating to any Foreign Exchange Trading, and/or any Leveraged Foreign Exchange Trading and any other financial information (together, the "**Market Information**") given by NEXUSFT to the Client is general and non-specific in nature and is meant only for the Client's general knowledge;
  - (b) In providing the Market Information, NEXUSFT:
    - (1) Has not and did not take into account the Client's investment objectives, financial situation and particular needs; and



- (2) Does not make any recommendations to the Client in respect of any Foreign Exchange Trading, and/or any Leveraged Foreign Exchange Trading;
- (c) It is the Client's responsibility to seek independent financial or professional advice with respect to the Market Information, investments in any Foreign Exchange Trading, and/or any Leveraged Foreign Exchange Trading, and/or before engaging in the Transactions;
- (d) Any investments in any Foreign Exchange Trading, and/or any Leveraged Foreign Exchange Trading and engaging in the Transactions is solely and exclusively based on the Client's own judgment and after the Client's own independent evaluation into the merits and risks in relation to such dealings and his investment objectives, financial situation and particular needs; and
- (e) The Market Information, although based upon information obtained from sources believed by NEXUSFT to be reliable, are opinions only, and may be inaccurate, incomplete and unverified and accordingly NEXUSFT makes no representation, warranty or guarantee as to, and shall not be responsible for, the accuracy or completeness of, or the Client's reliance upon, the Market Information.

In the circumstances, the Client acknowledges and agrees that NEXUSFT is not responsible for and liable to the Client for any loss that he may suffer by reason of, arising out of or in connection with the provision of the Market Information by NEXUSFT to him.

- (f) No trading representative has any authority to give any advice or make any recommendation on NEXUSFT's behalf or on its account unless specifically authorized to do so by a duly authorized officer of NEXUSFT. In any other case, if the trading representative gives any advice or recommendation to the Client, such advice or recommendation must be assumed and accepted as having been given without authority from NEXUSFT and as such is given in his own personal capacity.

**6.2.** All information, price quotations, settlement prices or trade reports relating to the Transactions are subject to changes and errors as well as delays in reporting and the Client acknowledges that reliance upon such information is at the Client's own risk. The Client understands and agrees that the Client is bound by the actual executions of the Transactions and that NEXUSFT is not bound by erroneous reports of executions transmitted.

**6.3.** The Client acknowledges and agrees that NEXUSFT, its affiliates or representatives may have:

- (a) an interest in the acquisition or disposal of, or a position in the Foreign Exchange Trading, and/or any Leveraged Foreign Exchange Trading that is the subject of the Transaction; and
- (b) Initiate, engage in and hold a position in the Foreign Exchange Trading, and/or any Leveraged Foreign Exchange Trading that is opposite to that contemplated or undertaken by the Client.

## **7. LIMITS AND MARGINS**

7.1. The Client shall not exceed the limits in respect of his Trading Positions or Margin requirements set by NEXUSFT, any governmental bodies or agencies, any Futures Exchange, any Futures Markets, any market in which the Transactions are executed, or any other regulatory body from time to time, whether notified in writing or verbally. The Client shall promptly inform NEXUSFT in writing if the Client is required to file reports of its positions with any governmental bodies or agencies, any Futures Market or other regulatory body.

7.2. The Client agrees that he will be solely responsible for:



- (a) complying with any limits in respect of his Trading Positions or Margin requirements imposed by any governmental bodies or agencies, any market in which the Transactions are executed, or any other regulatory body and for being familiar with and keeping himself informed of all such positions or trading limits; and
- (b) monitoring his outstanding Margins and Trading Positions as it is not practicable for NEXUSFT to check such information in view of the trading environment and, therefore, the Client agrees that NEXUSFT shall not be liable for any losses resulting from the liquidation or closing out of the Client's outstanding position by reason of the Client's failure to monitor his outstanding margins or Trading Positions.

- 7.3 The Client shall at all times maintain with NEXUSFT such Margin as NEXUSFT may, in its sole and absolute discretion, determine from time to time and notify to the Client whether in writing or verbally. Such Margin may exceed the requirements set by any governmental bodies or agencies, any Futures Exchange, any Futures Markets, any market in which the Transactions are executed, or any other regulatory body. NEXUSFT may, in its sole and absolute discretion, increase Margin requirements at any time, and Margin requirements once established may apply to existing positions as well as to new positions. NEXUSFT may also require the Client to furnish such increased Margin within such time period that it specifies in its sole and absolute discretion.
- 7.4. Without prejudice to clause 7.2(b), the Client shall pay and/or deliver to NEXUSFT on demand (whether in writing or verbally) without protest or conditions Margin and/or Properties as may be required by NEXUSFT, any governmental bodies or agencies, any Futures Exchange, any Futures Market, any market in which the Transactions are executed, or any other regulatory authority.

## 8. EXCLUSIONS

- 8.1. Except as expressly provided in these Terms and Conditions, all other warranties, representations, terms or conditions are hereby excluded.

## 9. PROPRIETARY TRADING

- 9.1. NEXUSFT or its Affiliates may from time to time engage in Proprietary Activities in circumstances where NEXUSFT or its Affiliates has a direct or indirect interest or a relationship of any description with a third party that may involve or result in a Conflict of Interest with the Client. Neither NEXUSFT nor its Affiliates shall be liable to account to the Client for any profit, commission or other benefits made or received by it or for any loss, damage or expenses incurred by the Client arising out of or in connection with such Proprietary Activities.
- 9.2. Where NEXUSFT and/or its Affiliates acts as principal in any Transaction (apart from a Transaction of sale or purchase of an odd lot of securities), NEXUSFT will inform the Client that it acts as principal in the Transaction before the Transaction is affected.
- 9.3. Except as expressly stated in this clause 9, neither NEXUSFT nor its Affiliates are obliged to disclose any information connected with or relating to a Conflict of Interest to the Client at any time.

## 10. SUSPENSION OF ACCOUNT

- 10.1. The Client agrees that NEXUSFT shall be entitled, in its sole and absolute discretion, to suspend the Account and/or the Services if:
- (a) The Client does not make payment of any sums due to NEXUSFT within the time specified by NEXUSFT; or
  - (b) An Event of Default occurs; or



(c) NEXUSFT becomes entitled to exercise its right to liquidate or close out the Client's position in the Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading or any Trading Position in accordance with clause 11.

## 11. RIGHT TO LIQUIDATE OR CLOSE OUT

11.1. If:

- (a) NEXUSFT requires delivery of the Margin and such Margin is not provided or delivered by the time specified by NEXUSFT; or
- (b) In NEXUSFT's opinion, there are or may be rapid or unusual changes in the prices of any of the LFX Market, and/or Foreign Exchange Market; or
- (c) conditions are such that it is necessary to protect NEXUSFT because the Margin requirements imposed by NEXUSFT, any governmental bodies or agencies, any Futures Exchanges, any Futures Markets, any market in which the Transactions are executed, or any other regulatory body is not met or otherwise; or
- (d) The Client fails to deliver any document, information or funds or give complete instructions within the time specified; or
- (e) If an Event of Default occurs;

NEXUSFT may, without notice, either liquidate or close out the Client's position in the Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading, or any Trading Position that the Client may have, or make or receive delivery on behalf of the Client upon such terms and by such methods as NEXUSFT deems appropriate. The Client will be responsible for fines, penalties, late charges and all consequential losses and damages which may be assessed against the Client or NEXUSFT pursuant to the Applicable Laws.

11.2. Notwithstanding any other provisions herein to the contrary, the Client agrees that if:

- (a) by buying or selling any Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading, the Client's Margin becomes or will become insufficient; or
- (b) The Client buys or sells a Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading without having any Margin with NEXUSFT, NEXUSFT shall be entitled to, immediately and without notice to the Client, liquidate or close out the Client's Trading Position. In such event, the Client agrees to indemnify and hold NEXUSFT harmless against and from any loss or costs that NEXUSFT may suffer, directly or indirectly, resulting from or in connection with such liquidation or closing out.

## 12. Foreign Exchange TRANSACTIONS and Leveraged Foreign Exchange Transactions

12.1. Where NEXUSFT acts as the Client's agent in respect of any Transaction, the Client agrees and acknowledges that in the event of the NEXUSFT appointing a broker pursuant to clause 26.1, the Client accepts all risks arising or consequent from or in relation to the acts or omissions of such broker so appointed and agrees to be responsible for the same. Without prejudice to the generality of the foregoing, the Client further agrees and acknowledges that NEXUSFT shall be held harmless and blameless for any loss, damage, liability, costs, or expenses incurred or suffered by the Client whether directly or indirectly in relation to, arising out of or in connection with any negligence, misconduct, fraud, or willful default or any other default, wrongdoing or breach of duty howsoever caused and however serious of such broker or such brokers' servants, agents, or employees provided that NEXUSFT shall have exercised reasonable care in appointing such broker.



- 12.2. When NEXUSFT transacts on any automated trading system on behalf of the Client, the Client agrees that the use of such automated trading systems involves inherent risks, including, for example, but not limited to, interruption of service, system failure, or communications failure and the Client accepts such risks and agrees not to hold NEXUSFT liable for any losses suffered by the Client howsoever arising as a result of such trading.
- 12.3. The Client also acknowledges and agrees that where a Transaction is affected on an automated trading system (as described in clause 12.3):
- (a) any verbal notification by NEXUSFT in respect of such Transaction is made on a reasonable efforts basis and that there may be times when, notwithstanding NEXUSFT's notification, such Transaction may not actually have been effected. Accordingly, the Client hereby releases NEXUSFT from all liability and responsibility in connection with or arising out of such notification; and
  - (b) other than cross-trades permitted under the Applicable Laws and where the Client consents to NEXUSFT acting as principal, NEXUSFT acts only as the Client's agent for the Transactions notwithstanding that NEXUSFT may be deemed as having transacted as a principal under the Applicable Laws.

### 13. SERVICE OF DOCUMENTS AND NOTICES

- 13.1. Any documents and notices served by NEXUSFT may be in writing and addressed to the Client at the address that appears in NEXUSFT's records or any other address as the Client may notify NEXUSFT in writing from time to time and shall be deemed to have been duly served and effective 24 hours after posting or, if sent by telex, facsimile, or any other electronic, upon dispatch, or if served by hand, upon delivery.
- 13.2. NEXUSFT may, upon request by the Client, provide the Confirmation Advice to the Client via any electronic form of communication (the "**Electronic Confirmation Advice**") such as internet e-mail, internet, paging, telecommunication or short message service via mobile phone or internet. The Client acknowledges and agrees that NEXUSFT, in providing this additional service, shall not be liable for any losses, damages or expenses whatsoever suffered by the Client as a result of the failure of the Electronic Confirmation Advice to reach the Client, or delays in the dispatch of or any inaccuracies in the Electronic Confirmation Advice, whether such non-receipt, delay, or inaccuracy is due to any breakdown in or failure of any communication facilities, the error or negligence of any communication service provider (or their employees, independent contractors or agents), or the error or negligence of NEXUSFT (or its employees, independent contractors or agents). In the event of any discrepancies between the Electronic Confirmation Advice and the Confirmation Advice, the Confirmation Advice shall prevail.
- 13.3. In the event that the Client instructs NEXUSFT not to dispatch any communications to him by mail but to retain such communications at NEXUSFT's offices:
- (a) The Client acknowledges that all such correspondence shall be deemed to be duly delivered to the Client on the date appearing on such correspondence together with all legal consequences attendant to such delivery;
  - (b) The Client may, upon reasonable notice to NEXUSFT, in person or by its authorized representative collect all correspondence during normal business hours. NEXUSFT may, in its sole and absolute discretion, destroy all correspondence which remain uncollected for more than six months after the date on which they would otherwise have been mailed to the Client; and
  - (c) NEXUSFT shall not be liable for any loss or damage suffered or incurred by the Client in respect of the retention of correspondence by NEXUSFT and/or the subsequent destruction thereof.
- 13.4. Notwithstanding NEXUSFT's agreement to retain any communications, NEXUSFT may, from time to time and its sole and absolute discretion, send or deliver all such communications to the latest address of the Client notified to it in writing in the event that NEXUSFT considers such action to be necessary or desirable for any reason whatsoever.



13.5. The Client irrevocably consents to service of process or any other documents in connection with proceedings in any court by ordinary post addressed to the Client at such address that the Client may notify to NEXUSFT from time to time in accordance with these Conditions. The Client agrees that process shall be deemed to be received by him, in the case of ordinary post addressed to an address in Malaysia, 24 hours after posting, or in the case of ordinary post addressed to an address outside Malaysia, three days after posting. Nothing in this clause shall prevent NEXUSFT from serving process of any other documents in connection with proceedings in any court in any other manner permitted by the Malaysian law, the law of the place of service or the law of the jurisdiction where proceedings are instituted.

## **14. PAYMENT/HANDLING OF PROPERTIES/MONIES**

14.1. The Client shall only hand his payment to or deposit the Properties with NEXUSFT's Settlement/Accounts Department. No one else is authorized to collect Payment or Properties on behalf of NEXUSFT. The Client acknowledges that if the Client chooses to effect payment or to deposit Properties by delivering a cheque or Properties to anyone else (regardless of whether the person is an employee or agent of NEXUSFT or of any of its affiliated companies), payment or deposit of the Properties shall be deemed to be made only when NEXUSFT's Settlement/Accounts Department receives the cheque or Properties from that person and not when the cheque or payment is delivered by the Client to that person.

14.2. The Client will make all payments to NEXUSFT without any set-off or counter-claim and without deduction or withholding for any taxes or similar charges. If the Client is obliged by law to make any deduction, the Client shall pay to NEXUSFT such greater amount which after deduction shall ensure that the net amount actually received by NEXUSFT will equal the amount which would have been received by it had no such deduction been required. Any payment due from NEXUSFT shall be made after deduction or withholding for any taxes or similar charges required by law have been made.

14.3. The Client hereby agrees that NEXUSFT shall deposit monies and/or properties received from the client into the Trust Account. Such Trust Account may, where the monies and/or properties received by NEXUSFT from the Client are denominated in a foreign currency, be maintained with a custodian in or outside of Malaysia which is licensed, registered or authorized under the relevant Foreign Rules of the country or territory where the account is maintained.

## **15. PAYMENT BY NEXUSFT**

15.1. Any payment by NEXUSFT to the Client shall be less any Fees or any other sums which may be owed to NEXUSFT or its Affiliates by the Client. Such payment shall be made by way of cheque posted to the Client's address as shown in NEXUSFT's records or by crediting the Designated Bank Account or in accordance with any instructions signed or made or purporting to be signed or made by the Client or the Client's authorized signatory and will discharge NEXUSFT from any liability to the Client or to any other party.

## **16. FOREIGN EXCHANGE RISKS**

16.1. The Client hereby agrees and acknowledges that in the event the Client directs or instructs NEXUSFT to carry out any Securities Transactions effected in a foreign currency, unless the Client indicates to the contrary at the time of the giving of instructions to carry out any such Securities Transactions, all such Securities Transactions shall as between NEXUSFT and the Client be settled in the Base Currency at a rate of exchange determined by NEXUSFT in its sole discretion on the basis of the then prevailing money market rates of exchange between such currencies.

16.2. The Client further agrees and acknowledges that where the Client directs or instructs NEXUSFT to carry out a contra trade or set-off in relation to any Securities denominated in a foreign currency (the "**Original Currency**"),



NEXUSFT may in its absolute discretion effect such contra trade or set-off in either the Original Currency or the Base Currency, and where such contra trade or set-off is effected in the Original Currency, settle such contra trade or set-off with the Client in the Base Currency at a rate of exchange determined by NEXUSFT in its sole discretion on the basis of the then prevailing money market rates of exchange between such currencies.

## 17 SET-OFF

- 17.1. NEXUSFT shall be entitled, without notice to the Client, to set-off any debts owing by the Client against any amounts due to the Client whether the debts are actual or contingent and irrespective of any differences in currency. If the Account is a joint-account, then the Client hereby irrevocably consents to the combination or consolidation of such Account with any other account(s) opened by any of the Clients with NEXUSFT (whether or not such account is opened with any other party) and to the exercise by NEXUSFT of its rights of set-off hereunder. NEXUSFT shall be entitled to effect any currency conversions and at such rates of exchange as NEXUSFT may, in its sole and absolute discretion, deem necessary or appropriate in order to effect such set-off.

## 18. FOREIGN CURRENCY TRANSACTIONS

- 18.1. Where the currency in which the Transactions are effected (the “**Currency of Obligation**”) is not in USD dollars, payment in respect of the Transaction, Client shall make payment in respect of the Transactions in USD dollars (calculated by reference to such rates of exchange as may be determined by NEXUSFT from time to time) equivalent in amount to the amount due in respect of the Transactions in the Currency of Obligation.

## 19. LIEN

- 19.1. The Client agrees that the Client's Properties shall be subject to a general lien in favor of NEXUSFT for the discharge of all or any indebtedness and other obligations owed by the Client to NEXUSFT. The Client shall not be entitled to withdraw any moneys or securities held by NEXUSFT pending the repayment in full to NEXUSFT of any indebtedness of the Client to NEXUSFT. NEXUSFT shall be entitled at any time and without notice to the Client to retain, apply, sell or dispose of all or any of the Client's Properties if any such obligation or liability is not discharged in full by the Client when due or on demand in or towards the payment and discharge of such obligation or liability, and NEXUSFT shall be under no duty to the Client as to the price obtained or any losses or liabilities incurred or arising in respect of any such sale or disposal.

## 20. CHARGE

- 20.1. The Client's Properties shall be charged to NEXUSFT by way of equitable charge as a continuing security for the payment of all sums that may from time to time become due to NEXUSFT and any other party so appointed by NEXUSFT whether under or by virtue of these Conditions or otherwise, including all fees, commissions, brokerage charges and/or all other amounts due to NEXUSFT, and so that subject as aforesaid:

- (a) The charge hereby created shall take priority over all other interests in the Properties and/or moneys;
- (b) if the Client shall fail to discharge on demand any sum hereby secured, NEXUSFT may at any time thereafter, by giving a seven days' notice to the Client, retain, apply, sell or otherwise dispose of or cause to be sold or otherwise dispose of all or any of the Properties or assets charged in accordance with this [clause 16.1](#) and apply the net proceeds thereof in or towards the discharge of the Secured Indebtedness at such time or times and in such manner and generally on such terms as NEXUSFT may, in its sole and absolute discretion, think fit for which purposes NEXUSFT may convert any moneys or proceeds of sale into any currency at such rate of exchange as it may, in its sole and absolute discretion, think fit;



- (c) NEXUSFT is hereby granted an irrevocable power of attorney for and on behalf of and in the name of the Client or otherwise to execute all documents and do all acts and things necessary or appropriate to sell or dispose of or complete the sale or disposal of all right title and interest to and in any of the Properties liable to be sold or disposed of under clause 20.1(b); and
- (d) the charge hereby created shall be in addition and without prejudice to any lien, rights of retention or other rights to which NEXUSFT is or may become entitled under or by virtue of these Conditions or otherwise.

## 21. WAIVER

- 21.1. No act, omission or forbearance by NEXUSFT or any of its employees or agents or representatives shall constitute a waiver of NEXUSFT's rights.

## 22. INDEMNITY

- 22.1. The Client agrees to indemnify NEXUSFT and keep NEXUSFT indemnified against all liabilities, claims, losses, and expenses of any nature (including legal costs on an indemnity basis) arising out of any action taken or omitted to be taken in good faith by NEXUSFT pursuant to any instruction, notice or request by the Client or arising out of or in connection with any breach of the provision of these Conditions.

## 23. JOINT ACCOUNTS

- 23.1. If the Client is an individual, the Client's executor(s) or administrator(s) shall be the only persons recognized by NEXUSFT as being the Client's successor(s) in the event of the Client's death. Upon the Client's death, NEXUSFT is entitled to retain any of the Client's Properties or any sums standing in credit in the Account or the Client's other property held by it until such times that the Client's successor(s) produces to NEXUSFT a grant of probate or letters of administration.
- 23.2. If the Accounts is opened in the names of two or more persons (the "**Joint Accounts**") such persons shall be jointly and severally liable for all liabilities incurred on the Joint Accounts.
- 23.3. In the event that the Account is a Joint Account, the joint account holders (collectively, the "**Joint Account Holders**" and individually, the "**Joint Account Holder**") agree as follows:
  - (a) where the mandate for the operation of the Account is that any of the Joint Account Holders may operate the Account, instructions from any one of the Joint Account Holders will be accepted by NEXUSFT and will be binding on the other Joint Account Holder(s);
  - (b) Where the mandate for the operation of the Account is that the Account may only be operated on the instructions of all the Joint Account Holders:
    - (1) NEXUSFT shall be entitled to take all reasonably practicable steps to verify the instructions given by one or more of the Joint Account Holders with the other Joint Account Holders. In the event that NEXUSFT is unable to verify such instructions, NEXUSFT shall be entitled to refuse to act on such instructions; or
    - (2) should NEXUSFT receive contradictory or conflicting instructions from the Joint Account Holders, NEXUSFT shall, in its sole discretion, be entitled to act on the latest instructions issued by all the Joint Account Holders, or refuse to act altogether. In such event, NEXUSFT shall not be held liable or responsible for anything whatsoever in respect of any such action; and



(c) In the event of the death of any of the Joint Account Holders:

(1) the deceased Joint Account Holder's share in all the assets held in the Account shall lapse and the surviving Joint Account Holder(s) shall be legally and beneficially entitled to all the Properties or assets in the Account unless NEXUSFT has received prior written notification from all the Joint Account Holders to the contrary; and

(2) in the event no instructions severing the Joint Account Holders' interest in the Account is received by NEXUSFT on or before the date of death of the deceased Joint Account Holder(s), NEXUSFT is authorized to pay the surviving Joint Account Holder(s) any credit balance in the account(s) without prejudice to any rights NEXUSFT may have in respect of such balance arising out of any lien, charge, set off, counter claim or otherwise whatsoever or any step which NEXUSFT may deem desirable to take, in view of any claim by any person, other than the survivor(s).

(d) Payment made by NEXUSFT to any Joint Account Holder shall constitute good sufficient and effective discharge of it's' payment obligations under these terms and conditions.

23.4. NEXUSFT shall be at liberty to release any one or more of the Joint Account Holders from their liabilities and obligations under these terms and conditions, to compound with or otherwise vary or agree to vary the liability of, or to grant time or other indulgence to, or make other arrangements with, any one or more of the Joint Account Holders, without prejudicing or affecting NEXUSFT's rights, powers and remedies against any other Joint Account Holder.

## **24. CHANGE OF PARTICULARS**

24.1. The Client agrees to notify NEXUSFT in writing immediately should there be any change in the particulars given in connection with these Conditions entered into between the Client and NEXUSFT. Until notification of such change is received by NEXUSFT, the Client shall release NEXUSFT of any responsibility or liability resulting from NEXUSFT's acting on the basis of the original particulars.

## **25. DISCLOSURE**

25.1. The Client agrees and consents to the disclosure by NEXUSFT of all information and transactions relating to the Account, any market in which the Transactions are executed, any governmental bodies or agencies, or any other regulatory body in charge of or with jurisdiction over any Foreign Exchange Trading, and/or Leveraged Foreign Exchange Trading, or any market in which the Transactions are executed.

25.2. The Client authorizes NEXUSFT to contact such references including employers, banks and other financial institutions as NEXUSFT deem appropriate to obtain information to verify, clarify or assess the Client's financial position. The Client further authorizes such references to fully respond thereto.

## **26. NEXUSFT'S AGENTS**

26.1. NEXUSFT is authorized to employ agents who may or may not be its affiliated companies, to perform all or part of its duties under any other agreements entered into between the Client and NEXUSFT and to provide to such agents information relating to the Client and/or to transactions requested by the Client.



## 27. CLIENT'S AGENTS

- 27.1. Where the Client is introduced to NEXUSFT by a third party, NEXUSFT is entitled to share its brokerage, commissions and other fees levied with such third party who introduced the Client on such terms as NEXUSFT deems fit even if such person has been appointed by the Client as its agent.
- 27.2. The Client acknowledges that every person (including without limitation NEXUSFT's registered representative) introducing or recommending the Client to NEXUSFT has and had no authority to make any representation or give any warranty or undertaking on NEXUSFT's behalf or bind NEXUSFT in any way and that the Client's applications to NEXUSFT for an account to be opened with NEXUSFT is a result of the Client's own deliberations and judgement and is not in reliance of any representation, warranty, undertakings or statement by such person made purportedly on NEXUSFT's behalf and that the Client's application if accepted is to be subject to the terms in these Conditions with the intent that they be fully enforceable.

## 28. TRADING REPRESENTATIVES

- 28.1. Unless otherwise notified to the Client in writing by NEXUSFT, the Client acknowledges and agrees that, in respect of the Transactional Services, the trading representative shall be deemed to be the Client's agent whether or not such trading representative is deemed to be engaged or employed by the Client in law, and NEXUSFT shall not be liable to the Client in respect of any acts or omissions of such trading representative and any loss or damage that may be suffered or incurred by the Client in respect of the acts or omissions of such trading representative.

## 29. ELECTRONIC RECORDING/EVIDENCE

- 29.1. The Client agrees to the electronic recording of the Client's telephone conversation with NEXUSFT or any of the Client's agents or associated persons with or without the use of an automatic tone warning device. The Client further agrees to the use of such recordings and transcripts thereof for any purpose which NEXUSFT deems desirable including use as evidence by NEXUSFT in any dispute or legal proceedings between NEXUSFT and the Client. NEXUSFT is not required to maintain copies of such recordings and transcripts.
- 29.2. The Client agrees to the admission as evidence in Court, such electronic records as NEXUSFT may use from time to time, and any part, copy or computer output thereof as an original document. The Client further agrees not to challenge or dispute the admissibility or accuracy of such electronic records.

## 30. REPRESENTATIONS AND WARRANTIES

- 30.1. The Client warrants and undertakes (as relevant) that:
- (a) No person other than the Client has or will have any interest in the Account;
  - (b) the Client has obtained and will maintain in effect all necessary consents, authorizations, approvals and licenses of any governmental or other regulatory body or authority applicable to each transaction made pursuant to these Conditions and that the Client will comply with the terms of the same and all applicable laws, regulations and directives of such bodies and authorities and will forthwith on demand by NEXUSFT deliver to NEXUSFT copies of such consents or such other evidence of the existence of any such consents and such evidence of compliance with such consents, authorizations, approvals and license's and with any such laws, regulations and directives as NEXUSFT may reasonably require;
  - (c) any Properties deposited by the Client with NEXUSFT whether for Margin or otherwise is and will remain free of any encumbrance or lien in favor of any person other than NEXUSFT or NEXUSFT's related corporations; and



- (d) the Client and any surety have the power and authority to own assets and to conduct the business which the Client conducts and/or purports to conduct and that the Client and any surety has not acted and is not acting in contravention of any law which may result in third parties obtaining priority over NEXUSFT in respect of Properties deposited by the Client or such property being illegal, unenforceable, altered, affected, discharged or revoked.

30.2. Where the Client is a corporation, the Client further warrants and undertakes that:

- (a) The Client is a corporation, duly organized and validly existing under the laws of the country of its incorporation; and
- (b) The Client possesses the necessary powers and authority to comply with the terms of these Conditions and to perform the Transactions and its obligations in these Conditions.

30.3. The Client represents to NEXUSFT on a continuing basis, that each time it enters into a Transaction that:

- (a) The Client is acting for the Client's own account and that:
  - (1) No one (other than the Client), is beneficially entitled to the subject matter of the Transaction; and
  - (2) The Client has made his own independent decision to enter into the Transaction and as to whether that Transaction is appropriate or proper for him based upon his own judgement and upon advice from such advisors as he deems necessary.
- (b) The Client is capable of assessing the merits of and evaluating and understanding (on the Client's own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of the Transaction. The Client is capable of assuming, and assumes, the financial and other risks arising out of or in connection with the Transaction; and
- (c) NEXUSFT is not acting as a fiduciary for or an advisor to the Client in respect of the Transaction.

30.4. The Client undertakes to ensure that all representations and warranties made herein continue to be accurate and correct so long as the Client maintains an Account with NEXUSFT or utilizes the Services.

## **31. FORCE MAJEURE**

31.1. NEXUSFT shall not be held liable to the Client for any partial performance, delay in performance, or non-performance of any of its obligations under any agreement with the Client by reason of any cause beyond NEXUSFT's control, including but not limited to any act of force majeure such as any breakdown or failure of transmission, communication or computer facilities, postal strikes or other industrial actions, the failure of any Futures Exchange, any Futures Market, or any market in which the Transactions are executed, or clearing house, or failure of any relevant correspondent or other agent for any reason to perform its obligations, war, hostility, riot, civil commotion, terrorist acts, requisition by any government, regional or local authority, or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body (including but not limited to any change in exchange control laws and regulations or any moratorium or restrictions on currency exchange or remittance), whether having the force of law or not or any act of God, fire, flood, frost, storm, explosion, or disease epidemic(s). The Client agrees that any and all Properties deposited with NEXUSFT, whether held by NEXUSFT or its agents, are at the Client's sole risk as regards any loss or destruction of or any damage to the same.



## 32. LIMITATION OF LIABILITY

- 32.1. To the fullest extent permitted by the law, the provisions in this clause 32 set out NEXUSFT's entire liability (including any liability for the acts and omissions of its employees and agents) to the Client in respect of:
- (a) any breach of its obligations arising under these Terms and Conditions including without limitation any loss or damage resulting from or due to
    - (i) any errors or defaults of any kind in accepting or acting on or executing any instructions given by the Client or the authorized Persons or in relation to or in connection with any matter relating any transaction made or purported to be made or the payment and crediting of funds or monies;
    - (ii) any act, failure or omission or delay on the part of NEXUSFT, its nominee, agent, sub-agent, officer, employee or other authorized person in the provision of any of the Transactional Services; and
  - (b) Any representation, statement or tortious act or omission (except fraud and fraudulent misrepresentation) including negligence arising under or in connection with these Terms and Conditions.
- 32.2. NEXUSFT's maximum liability (including, without limitation, tortious liability (if any)) for damages, losses, costs or expenses (including costs and expenses of or incidental to the negotiation, presentation and settlement of any claim for breach of NEXUSFT's obligations) suffered or incurred by the Client arising under or in connection with the matters set out in clauses 32.1(a) and 32.1(b) shall be limited to the amount of USD\$10,000.
- 32.3. NEXUSFT shall not be liable to the Client in respect of the matters set out in clauses 32.1(a) and 32.1(b) for any loss of profits or goodwill, or any direct, indirect or consequential losses, costs or expenses including, without limitation to the foregoing, any loss or damage suffered by the Client as a result of any action brought by a third party, even if such losses, costs or expenses are reasonably foreseeable or NEXUSFT had been advised of the possibility of the Client incurring the same.
- 32.4. No claim relating to or arising from the provision of the Transactional Services shall be made unless written notice of such claim (specifying in detail with evidence supporting the Client's claims) shall have been given to NEXUSFT not later than three months from the date such alleged claim arose.
- 32.5. The Client agrees that the limitations specified in this clause 32 shall survive and apply even if any limited remedy specified in these Terms and Conditions is found to have failed its essential purpose. The Client is aware that circumstances could arise in which the remedies and limitations on liability set out in this clause 32 herein may appear insufficient to the Client. In the light of the overall agreement reached between the Client and NEXUSFT as set out in these Terms and Conditions, the Client has agreed that the limited remedies and liabilities set out herein are part of a reasonable allocation of the risks and benefits of the agreement between the parties taking all relevant factors into consideration including the fees, commission, brokerage charges and other charges payable in accordance with these Terms and Conditions and the availability and costs of insurance with respect to the said risks.

## 33. TERMS TO GOVERN ONCE ANY FACILITY IS USED

- 33.1. Regardless of whether the Client has signed the required documentation the Client will be deemed to have agreed to these Conditions if the Client commences to trade through NEXUSFT or to use any of the facilities provided by NEXUSFT or Services, and the Client confirms that all Transactions executed on the Client's instructions, will be governed by these Conditions.



## 34. SEVERABILITY

- 34.1. If any part, term or provision of these Conditions is held by anybody of competent jurisdiction to be illegal or in conflict with any law or regulation, the validity of the remaining parts, term or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these Conditions did not contain the particular part, term or provision held to be illegal, in conflict or otherwise invalid but that NEXUSFT may at NEXUSFT's absolute discretion terminate the Services and/or the Account immediately as if an event of default has occurred if the remaining terms, parts or provisions of these Conditions are unacceptable to NEXUSFT.

## 35. ENTIRE AGREEMENT AND AMENDMENTS

- 35.1. These Terms and Conditions, constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements between the parties, whether written or oral, relating to the same subject matter.
- 35.2. The Client agrees to be bound by any amendments to these Terms and Conditions as may be determined by NEXUSFT and notified to the Client in writing from time to time. Such amendments shall take effect seven days from the date of the letter informing the Client of such amendments. If the Client gives notice in writing to NEXUSFT objecting to the amendments of the Terms and Conditions, such notice of objection by the Client shall, unless otherwise accepted by NEXUSFT in its absolute discretion, be deemed to be a notice to terminate all the Client's agreements with NEXUSFT.

## 36. TERMINATION

- 36.1. The Services may be terminated by either Party giving to the other Party a seven days' notice in writing prior to the date of termination or immediately if an Event of Default occurs.
- 36.2. Upon termination of the Services, NEXUSFT is authorized to deliver as soon as is practicable thereafter any properties held by it to the Client or the Client's successors in title after repayment of any debit balance and after deduction of NEXUSFT's outstanding fees and expenses, if any. Such notice to terminate the Services shall not be a waiver of the obligations of each party in respect of the Account and these obligations shall continue to be governed by these terms until such obligations are concluded.
- 36.3. The termination of the Services shall not prejudice, impair or otherwise adversely affect NEXUSFT's rights over the Client's Properties charged to NEXUSFT under these Conditions or the repayment of all outstanding obligations of the Client until such time as the obligations and liabilities of the Client to NEXUSFT is discharged and paid in full.
- 36.4. Upon or at any time after the termination of the Services, provided that all outstanding sums owed to NEXUSFT of the Client shall have been discharged and paid in full and the Client shall have executed a full and proper acknowledgement and discharge in respect thereof, NEXUSFT shall transfer the Client's Properties then held by NEXUSFT hereunder to such person as the Client may notify to NEXUSFT. In the absence of such notification by the Client to NEXUSFT, upon the expiry of the notice to terminate the Services, NEXUSFT is authorized to dispatch the same to the Client at the Client's risk and expense to the address of the Client by registered post. Upon such dispatch, NEXUSFT shall have no further liability for the delivery thereof.
- 36.5. Without prejudice to any other rights or remedies which NEXUSFT may have at law or in equity or under these Conditions, upon termination of the Services, NEXUSFT shall be entitled to close any outstanding margin Position.
- 36.6. Notwithstanding anything contained in clauses 13 or 36, service of notice of termination by the Client to NEXUSFT shall be effective only upon actual receipt thereof by NEXUSFT.



- 36.7. To the fullest extent permitted by the law, NEXUSFT shall not be liable to the Client for any claims, costs, damages or losses whatsoever that may arise or that may be suffered or incurred by the Client as a result of a termination of the Account by NEXUSFT.
- 36.8. Any fees, expenses, costs and other charges of NEXUSFT accrued or incurred up to the effective date of termination shall be paid by the Client.

## 37. LAWS AND JURISDICTION

- 37.1. These Conditions shall be governed by and construed in accordance with the laws of **Malaysia** and the Client irrevocably submits to the non-exclusive jurisdiction of the Courts of Malaysia, but NEXUSFT will be at liberty to proceed against the Client in any court in any jurisdiction.

## 38. INTEREST

- 38.1. The Client acknowledges and agrees that NEXUSFT may retain for its own benefit, and without any obligation to account to the Client, any interest that arises in respect of Client's monies (the "**Client's Monies**") placed in an interest bearing trust account. Subject to the foregoing, NEXUSFT may, in its sole and absolute discretion and from time to time, pay interest on the Client's Monies at such interest rate as NEXUSFT may in its sole and absolute discretion determine. Such interest rate determined by NEXUSFT will take into account any withholding tax and administrative expenses incurred by NEXUSFT in maintaining such interest bearing account. The Client acknowledges and agrees that any interest paid by NEXUSFT to the Client in respect of the Client's Monies may be less than that received by NEXUSFT and that all such interest if and when paid up by NEXUSFT shall be paid into the Account and form part of the Margin.
- 38.2. The Client agrees to pay interest on all sums or moneys due to NEXUSFT after as well as before judgement at such interest rate as may be notified to the Client by NEXUSFT from time to time. The interest shall be accrued according to accepted market convention or in the absence of such convention on a daily basis on a 360-day year for all outstanding sums due from the due date to the date of full payment.

## 39. INTEREST-BEARING ACCOUNTS

- 39.1 The following additional terms apply to clients who opt to open an interest-bearing account with NEXUS FINTRADE LIMITED (NEXUSFT). If you utilize an NEXUSFT interest-bearing account, you agree to the additional terms and authorize NEXUSFT to act accordingly.
- 39.2 **Minimum balance to open the interest-bearing account:** A minimum deposit is required to open an interest-bearing account. NEXUSFT may, at any time, change the minimum deposit for interest.
- 39.3 **Rate information:** The interest rate applied to your interest-bearing account is established at our discretion and is variable and subject to change at any time without notice to you.
- 39.4 **Accrual of interest on deposits:** Interest begins to accrue on the Business Day the deposit is credited to your interest-bearing account.
- 39.5 **Compounding and crediting frequency:** Interest will be calculated every month and will apply to the average daily useable margin. Interest will be credited to your account every month.
- 39.6 **Account closure:** Capital Protection Trading Account interest-bearing product typically credits monthly interest within seven (7) business days of month's end. In the event that an account's full balance is withdrawn prior to interest being credited, rights to such interest are forfeited and credit will not be made to the account. NEXUSFT reserves the right, in its sole and absolute discretion, to discontinue the provision of interest-bearing accounts or change the terms and conditions on which interest is applied. Notice will be provided you as required by law.



## 40. APPOINTMENT OF CUSTODIAN

40.1. For so long as the Client maintains the Account with NEXUSFT, the Client hereby authorizes NEXUSFT:

- (a) At the cost and expense of the Client to maintain the deposited money in a custody account with:
  - (1) Licensed bank;
  - (2) A registered finance services provider;
- (b) where the deposited money are to be held in or outside Malaysia or denominated in foreign currency, to maintain the deposited money in a custody account held with a custodian in or outside of Malaysia which is licensed, registered or authorized to act as a custodian in the country or territory where the Securities are maintained;
- (c) to enter into agreements for the maintenance of the custody account with and the provision of custodial services by the custodians referred to in this clause 40.1 on such terms and conditions as may be imposed by any applicable laws, including persons which NEXUSFT may deem fit for any of the deposited money;
- (d) to permit such persons to sub-delegate and to register such deposited money in the name of any of their nominees upon such terms and conditions as NEXUSFT may in its absolute discretion stipulate; and
- (e) to delegate to any other person, whether affiliated to NEXUSFT or otherwise, and whether in or outside Malaysia, or any period whatsoever, the performance of the Transactional Services as well as the exercise of NEXUSFT's powers set out in these Terms and Conditions.

## 41. CONTRACTS (RIGHTS OF THIRD PARTIES)

- 41.1. Any person who is not a Client or expressly named as a party to any agreements, contracts or arrangements with NEXUSFT to which these Terms and Conditions apply shall have no right under the Contracts (Rights of Third Parties) to enforce or enjoy the benefits of any provision of these Terms and Conditions.

## 42. NO ASSIGNMENT

- 42.1. The Client may not assign or transfer all or any of its rights or obligations hereunder without the prior consent of NEXUSFT. NEXUSFT may assign or transfer all or any of its rights or obligations under these Terms and Conditions by giving the Client a seven days' notice in writing.

## 43. TERMS AND CONDITIONS TO PREVAIL

- 43.1. Without prejudice to the Malaysia Rules and/or Foreign Rules, these Terms and Conditions apply to any Transactional Services which are provided by NEXUSFT to the Client, and each Transaction the Client enters into. Where any provision of these Terms and Conditions are in conflict or are inconsistent with the provisions of any other agreements or terms and conditions with NEXUSFT, then these Terms and Conditions shall prevail insofar as the Securities Transactional Services and Securities Transactions are concerned.

## 44. ENGLISH LANGUAGE VERSION

- 44.1. The Parties agree that the English language versions of these Conditions and the documents signed by the Client (including but not limited to application forms, disclaimers, exclusions of liability and various letters of authorizations) shall prevail. The Client acknowledges and agrees that versions of these Conditions and documents (including but



not limited to application forms, disclaimers, exclusions of liability and various letters of authorizations) in any language other than English are provided to the Client for convenience only and shall not bind NEXUSFT in any manner whatsoever.

## TERMS AND CONDITIONS FOR ONLINE SERVICES

The following terms and conditions (these “Terms and Conditions”) shall govern the relationship between NEXUS FINTRADE LIMITED (“NEXUSFT”) and its clients (the “Clients”) in respect of the Internet based services and information technology solutions that NEXUSFT will make available to the Clients from time to time.

### 1. DEFINITIONS

	purposes of the Transactions;
<b>“Commodities”</b>	means as the context requires, financial instruments, currencies, base and precious metals, energy products, goods, articles, services, rights and such contracts, whether or not traded in any other future exchange wherever situate, and shall also include option contracts, leveraged foreign exchange contracts, over-the-counter foreign exchange Transactions, swaps and other derivatives contracts.
<b>“Equipment”</b>	means computer hardware, software, communication equipment and internet access, all of which meets the minimum specifications stipulated by NEXUSFT from time to time, used by Client to utilize the Online Services;
<b>“Online Service”</b>	means the internet based electronic facility that NEXUSFT will make or made available to the Client from time to time that will enable the Client to affect the Transactions and obtain market information and data, news, quotations, research information and analysis, alerts and any other information or publication in respect of the Transactions;
<b>“Person”</b>	includes an individual, firm, corporation or other body corporate or unincorporated;
<b>“Transactions”</b>	includes the sale, purchase and trading of Commodities;
<b>“Website”</b>	Means the website owned, operated and/or maintained by NEXUSFT will enable the Client to gain access to the Online Services.

In these Terms and Conditions, unless the context requires: headings are for ease of reference only and shall not affect the interpretation of these Terms and Conditions. References to clauses herein are to clauses of these Terms and Conditions; words importing the singular include the plural and vice versa; and words importing a gender include every gender.



## 2. PROVISION OF ONLINE SERVICES

- 2.1. Subject to the provisions of these Terms and Conditions, NEXUSFT will, at the Client's request, make the Online Services available to the Client. Each transaction that the Client effects using the Online Services shall be governed by these Terms and Conditions and Terms and Conditions - General and the Terms and Conditions  
  
- Trading that govern the Client's use of the Account (Terms and Conditions - General and the Terms and Conditions - Trading collectively, known as the "**Account Terms and Conditions**")
- 2.2. NEXUSFT may in its sole and absolute discretion, determine and vary the frequency, manner of use or availability of the Online Services from time to time. NEXUSFT may also make changes to the contents of the Website from time to time. NEXUSFT shall only use reasonable endeavors to provide the Online Services. Any transmissions made by either the Client to NEXUSFT or NEXUSFT to the Client using the Online Services shall be on a "reasonable endeavors" basis and consequently, NEXUSFT shall be under no obligation to give effect to any such transmission and may refuse to carry out such transmission without giving a reason for such refusal.
- 2.3. The Client shall be responsible for acquiring and maintaining any and all Equipment necessary for utilizing the Online Services. NEXUSFT may from time to time stipulate the minimum specifications for the Equipment necessary to access the Online Services but accepts no responsibility for the Client's inability to access the Online Services by reason of any deficiency in the Equipment.
- 2.4. In order to utilize the Online Services, it may be necessary for NEXUSFT to supply software to enable the Client to utilize the Online Services. If such software is supplied, the Client acknowledges that it only has a non-exclusive and non-transferable license to use such software and NEXUSFT may impose such further terms and conditions on the use of such software that it in its sole and absolute discretion deems fit. Upon termination of the Client's use of the Online Services, any software so licensed to Client shall be returned to NEXUSFT and all copies and documentation in respect thereof in Client's possession or control shall be returned to NEXUSFT or destroyed.

## 3. DEPOSIT AND CHARGES

- 3.1 The Client may be required to place a deposit with NEXUSFT before the Client can begin utilizing the Online Services. NEXUSFT may use such deposit to set off against any sums owed to it by the Client and shall return the balance of such deposit, if any, free of interest upon the termination of the Online Services.
- 3.2 The Client agrees to pay for all fees and charges associated with the use of the Online Services, including, without limitation, those of any third party service providers whose services are accessed through the Online Services.

## 4. INDEMNITY

- 4.1 The Client will indemnify and hold NEXUSFT, its officers, employees, affiliates and agents harmless from all damages, losses and costs (including legal costs on an indemnity basis) arising out of or in connection with claims, actions or proceedings whether brought by third parties or otherwise in respect of any and all breach of the provisions of this Agreement on the part of the Client.

## 5. PASSWORD AND SECURITY

- 5.1 The Client agrees that he accepts full responsibility for the secrecy and confidentiality of the user identification code and password (user identification code and password collectively, known as the "**Security Information**") issued or to be issued to him by NEXUSFT for the purposes of gaining access to the Online Services.



- 5.2 The Client agrees to use or implement such security procedures that NEXUSFT may specify from time to time in order to access the Online Services.
- 5.3 The Client further agrees that if instructions or messages are given by the Client to NEXUSFT via electronic records after the Online Services has been accessed using the Security Information or NEXUSFT's specified security procedures, there will be an irrefutable presumption that any instructions or messages received by NEXUSFT through such means, purporting to be given by the Client, is actually given by the Client and the Client shall be bound by and be responsible and liable for all consequences relating thereto, as if such instructions or messages had been given by the Client, even if the Client is able to prove that such instructions or messages were in fact not given by the Client. All information and instructions shall be deemed to be made at the time received by Client and in the format received.

## **6. NO REPRESENTATION**

- 6.1 The Client acknowledges that the Online Services are made available to the Client by NEXUSFT on an "as is" and "as available" basis without any representations, warranties, conditions or undertakings of any kind, whether express or implied, and confirms that NEXUSFT has not given any such representations, warranties, conditions or undertakings in respect of any part of the Online Services or the reliability or quality thereof.

## **7. PROVISION AND PUBLICATION OF INFORMATION**

- 7.1 The Client agrees that NEXUSFT does not guarantee nor warrant the accuracy, completeness, timeliness of any information provided by NEXUSFT through the Online Services and that such information is for Client's personal use only and that Client will not make copies, retransmit, redistribute or republish or resell such information in any form. Without prejudice to the above, any information obtained from the Online Services that purports to provide up to-date information (including but not limited to foreign exchange rate or other quotations or rates) are indicative rates only and may differ from actual prevailing quotations or rates.
- 7.2 The Client agrees that he cannot delete copyright or other intellectual property rights notices from printouts of electronically accessed information.
- 7.3 NEXUSFT gives no warranty or guarantee on the authenticity, identity, competence or otherwise of any third party who created, displayed, supplied or transmitted information on or through NEXUSFT.

## **8. DISRUPTION, SUSPENSION AND TERMINATION OF SERVICES**

- 8.1 The Client agrees that NEXUSFT has the sole and absolute discretion to restrict, suspend or terminate the Client's access to any part of the Online Services without giving reason and/or prior notice to Client.
- 8.2 Due to the nature of transactions over the internet (even with the use of the Security Information or NEXUSFT's specified security procedures), the Client acknowledges and accepts the risks of the possibility of:
- (a) Unauthorized copying, recording or reading of or interference with the Client's transactions or information from third parties; or
  - (b) the use of Online Services may be delayed or affected by the failure or interruption of telephone network or computer network or other system that are necessary for the use of the Online Services or system maintenance or system upgrades or computer viruses or attempts to hack into NEXUSFT's computer systems; or
  - (c) loss of data or information that may occur due to any course whatsoever, including but not limited to any failure of any electrical or electronic or computer or hardware, microprocessor or recording or communication system of



the Client or NEXUSFT or transmission errors or technical faults or breakdowns or illegal intrusions into the Client's or NEXUSFT's computer network or systems; or

- (d) Any other event or circumstance beyond the control of NEXUSFT, including but not limited to that in clause 14 below;

And the Client hereby releases NEXUSFT from all liability or claims that it may have against NEXUSFT, by reason of the Client assuming such risks.

- 8.3 The Client must give NEXUSFT a 30 days' notice in writing to terminate the Online Services. Such notice to terminate the Online Services shall be effective only upon actual receipt thereof by NEXUSFT and shall not release any Party from fulfilling obligations incurred prior to the receipt of the notice of termination and these obligations shall continue to be governed by these Terms and Conditions until such obligations are fully and effectively performed or concluded.

## **9. COMMUNICATIONS**

- 9.1 Communications may be sent to the Client at the Client's last known address as notified to NEXUSFT by the Client from time to time. The Client agrees that it shall be deemed to have received such communications personally 48 hours after dispatch, whether actually received or not.

## **10. ELECTRONIC RECORDS**

- 10.1 The Client agrees that the electronic records of the instructions, requests and/or communications (including but not limited to Client's instructions), and the Terms and Conditions for the time being shall, save in the case of the manifest error or fraud, be conclusive evidence of the contents thereof. The Client agrees to the admission, as evidence in any court, all electronic records (including the output thereof) relating to the Online Services and any copy of the computer output thereof. The Client further agrees not to challenge or dispute the admissibility, authenticity or accuracy of such electronic records

## **11. CHANGE OF PARTICULARS**

- 11.1 The Client agrees to notify NEXUSFT in writing immediately should there be any change in the Client's particulars. Until notification of such change is received by NEXUSFT, the Client agrees that NEXUSFT shall not be responsible or liable for any loss, damage or expense suffered by the Client resulting from NEXUSFT's acting on the basis of the Client's original particulars.

## **12. DISCLOSURE**

- 12.1 The Client agrees and consents to the disclosure by NEXUSFT of all information relating to the Transactions as well as himself to any regulatory body or authority or to any exchange on which the Client had traded using the Online Services.

## **13. TRADING TERMS**

- 13.1 These Terms and Conditions are intended to supplement and be read in conjunction with the Account Terms and Conditions. In the event of any conflict between the Account Terms and Conditions and these Terms and Conditions, the provisions of the Account Terms and Conditions shall prevail and these Terms and Conditions shall be modified in such a manner as may be necessary in order to remove such conflict.



## **14. FORCE MAJEURE**

- 14.1 NEXUSFT shall not be held liable to the Client for any partial performance, delay in performance, or non-performance of any of its obligations under any agreement with the Client by reason of any cause beyond NEXUSFT's control, including but not limited to any breakdown or failure of transmission, communication or computer facilities, postal strikes or other industrial actions, the failure of any exchange, market or clearing house, or failure of any relevant correspondent or other agent or third party for any reason to perform its obligations, war, hostility, riot, civil commotion, requisition by any government or any regional or local authority, or any agency thereof, or any law, regulation, edict, executive order or mandate of any such body or any act of God, fire, flood, frost, storm or explosion.

## **15. LIMITATION OF LIABILITY**

- 15.1 To the fullest extent permitted by the law, NEXUSFT shall not be liable to the Client for any loss of profits or goodwill, or any direct, indirect or consequential losses, costs or expenses including, without limitation to the foregoing, any loss or damage suffered by the Client as a result of any action brought by a third party, even if such losses, costs or expenses are reasonably foreseeable or if NEXUSFT had been advised of the possibility of the Client incurring such losses, costs or expenses.
- 15.2 Without prejudice to any other provision of these Terms and Conditions, NEXUSFT's liability in respect of any breach of these Terms and Conditions or any warranty or condition in respect of the Online Services, whether implied by law or otherwise, is limited to the sum of US Dollar Ten Thousand (USD\$10,000.00) or the actual loss suffered by the Client, whichever is lower.

## **16. WAIVER**

- 16.1 No act, omission or forbearance by NEXUSFT or any of its officers, employees or agents shall constitute a waiver of NEXUSFT's rights.

## **17. SEVERABILITY**

- 17.1 If any clause, term or provision of these Term and Conditions is held by anybody of competent jurisdiction to be illegal or in conflict with any law or regulation, the validity of the remaining clauses, terms or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if these Terms and Conditions did not contain the particular clause, term or provision held to be illegal, in conflict or otherwise invalid.

## **18. ENTIRE AGREEMENT**

- 18.1 These Terms and Conditions contains the entire agreement between Client and NEXUSFT relating to the Online Services and supersedes all prior communications, whether or not oral, written or electronic.

## **19. AMENDMENTS OF TERMS AND CONDITIONS**

- 19.1 The Client agrees to be bound by any amendments to these Terms and Conditions as may be determined by NEXUSFT and notified to the Client in writing and/or published on any part of the Website from time to time. Such amendments shall take immediate effect from the date of notification. If the Client gives notice in writing to NEXUSFT objecting to the amendments of the Terms and Conditions, such notice of objection by the Client shall be deemed to be a notice to terminate all Client's agreements with NEXUSFT.



## 20. LAWS AND JURISDICTION

20.1 The Client submits to the non-exclusive jurisdiction of the Courts of Malaysia, but NEXUSFT will be at liberty to proceed against the Client in any court in any jurisdiction. All Transactions and agreements between the Client and NEXUSFT shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Malaysia.

## 21. ARRANGEMENT FOR ONLINE ACCOUNT OPENED

### 21.1 Maintenance of Margins

The Client is required to maintain margins for Online trading account using online trading system with auto-cut feature. Client shall advise NEXUSFT the amount of margins to be deposited in each account. For leveraged foreign exchange trading, margin required is 2% to 4% of position amount with auto cut feature in place. Auto cut will be triggered when equity fall below 50% of required margin.

### 21.2 Transfer of Margins

The Client is not permitted to transfer margins between trading accounts that the Client maintained with NEXUSFT.

## RISK DISCLOSURE STATEMENT

### RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED AND TO BE KEPT BY THE ACCOUNT HOLDER OR CLIENT WHO TRADE IN LEVERAGED FOREIGN EXCHANGE CONTRACTS

1. This statement does not disclose all the risks and other significant aspects of trading in 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 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) 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) Additional Risks Common to 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 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 future 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 familiarize yourself with the protection accorded to any money or other property which you deposit for domestic and foreign transactions, particularly in a firm's insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be pro-rated in the same manner as cash for purposes of distribution in the event of a shortfall.

(c) Commission and Other Charges

(i) 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.

(d) Transactions in Other Jurisdictions

(i) 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 affected. 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.



(e) Currency Risks

- (l) The profit or loss in transactions in foreign currency denominated LFX, 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.

(f) Trading Facilities

- (l) 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

- (l) 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.

(l) Off-Exchange Transactions

- (l) in some jurisdictions, firms are permitted to effect off-exchange transactions. The firm with which you conduct your transactions may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off- exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with the applicable rules and attendant risks.

(j) Margin

- (l) 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.

(k) Liquidation of position

- (l) under certain market conditions, you may find it difficult or impossible to liquidate a position.

(l) Contingent orders



(l) 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.

(m) “Spread” position

(l) a “spread” position may not be less risky than a simple “long” or “short” position.

(n) Leverage

(l) 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.

(o) Foreign markets and off-futures exchange transactions

(l) 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.

(o) Copy Trading

(l) Trading by following and/or copying or replicating the trades of other traders involves a high level of risks, even when following and/or copying or replicating the top-performing traders. Such risks include the risk that you may be following/copying the trading decisions of possibly inexperienced/unprofessional traders, or traders whose ultimate purpose or intention, or financial status may differ from yours. You should seek advice from an independent and suitably licensed financial advisor and ensure that you have the risk appetite, relevant experience and knowledge before you decide to trade.

**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.

