



FUTURES MARGIN & OTC TRANSACTIONS
TRADING AGREEMENT





Thank you for choosing SR Dresdner Financial Services Limited (SRDFS) as your trading partner. Upon submission of your application to open an account with us, please take note of the followings:

1. Your request to open an account with SRDFS requires you to complete the ACCOUNT OPENING FORM and to read and acknowledge acceptance of the following documentation:
 - TAX COMPLIANCE REPRESENTATION AND WARRANTY
 - EXPRESSION OF INTEREST IN TRADING FOREIGN EXCHANGE AND BULLION CFD
 - AUTHORIZATION OF TRADING BY THIRD PARTY
 - AUTHORIZATION TO ACT ON ELECTRONIC INSTRUCTIONS
 - CONSENT FOR ISSUANCE OF STATEMENT OF ACCOUNT/CONTRACT NOTE BY EMAIL OR IN ELECTRONIC FORM
 - ACKNOWLEDGEMENT OF RECEIPT OF TERMS AND CONDITIONS and RISK DISCLOSURE STATEMENT
 - SIGNATURE CARD
 - TRADING RULES & REGULATIONS
 - TERMS AND CONDITIONS, incorporating TERMS AND CONDITIONS FOR ONLINE SERVICES
 - RISK DISCLOSURE STATEMENT
2. The ACCOUNT OPENING FORM together with the above documentation is referred to as “Agreement” between you and SRDFS. Please complete ALL required fields in the ACCOUNT OPENING FORM and the above-said set of documentation.
3. If you are in doubt with any information in this Agreement, kindly consult your legal, financial or professional adviser immediately.
4. Your application to open the account is subject to SRDFS’s approval.
5. Upon the approval to open an account, you will be informed to fund your account.

If you require assistance, please contact our client service representative.



ACCOUNT OPENING FORM

SR Dresdner Financial Services Limited

The Account Opening Form is the integral part of this Agreement and requires your immediate attention. If there is any information in this Form you do not understand or you are in any doubts as to what action should be taken, kindly consult your legal, financial or professional adviser immediately. Please complete this Account Opening Form in English using block capitals.

(Please tick in as appropriate) [✓]

*delete where inapplicable

FOR OFFICIAL USE

Client's Account No.:

CLIENT'S PROFILE

A. Individual

Name (Mr./Mrs./Ms.) :

Passport/NRIC No:

Country of Issue:

Mailing Address:

Home/Mobile Tel:

Office Tel:

Fax:

E-mail:

Second Individual (if any)

Name (Mr./Mrs./Ms.) :

Passport/NRIC No:

Country of Issue:

Mailing Address:

Home/Mobile Tel:

Office Tel:

Fax:

E-mail:

An account cannot be opened in the name of any person below the age of 21 years. A maximum of 2 persons may be joint holders of SR Dresdner Financial Services Limited account. All correspondences for joint account will only be forwarded to the first named account holder. All the terms and conditions contained in this Agreement shall bind all joint account holders jointly and severally thereof.

B. Corporation or other entity

Registered Name:

Registration Number:

Mailing Address:

Tel:

Fax:

E-mail:

Documents required are certified true copies of Memorandum & Articles of Association, Authorized Signature List, Certificate of Incorporation and Company Resolution.



ACCOUNT OPENING DECLARATION

I/We (hereinafter also refer to as the “Client”) hereby declare, warrant and agree:

1. that I am not under 21 years of age or an undischarged bankrupt;
2. that the information given in this application is true and correct and that I have not willfully withheld any facts. I undertake to keep SR Dresdner Financial Services Limited ('the Company') informed of any change in particulars given in this application. I hereby authorise the company to verify any information given by me from any sources that the Company may in its sole discretion deem appropriate;
3. that I have read the terms and conditions governing the various facilities I am applying for and I agree to abide by these terms and conditions. I agree that the Company may vary, alter and amend any of the terms and conditions in its sole discretion;
4. that I have read and accepted the terms and conditions of various documentation of this Agreement. I agree that the Company may vary, alter and amend any of the terms and conditions in its sole discretion;
5. that my submission of this application and acceptance of this application by the Company shall in no way be construed as the approval of my application and that the Company reserves the right not to approve this application without giving any reasons whatsoever;
6. that:
 - i. I am the underlying principal of this account and that no person other than myself have or will have any interest in this account.
 - ii. All monies which will be paid to the Company come from a legitimate (not illegal) source.
7. That where are more than one account holders of a SRDFS account, each account holder shall be jointly and severally liable to SRDFS.
8. **Goods and Services Tax**

I confirm that my residential address and/or my place of business/employment/study is not in New Zealand. I hereby undertake to inform the Company immediately if there is a change in either of these conditions. I hereby agree and undertake to indemnify the Company and at all times keep the Company fully and completely indemnified from and against all claims and demands, actions and proceedings, losses and expenses including legal costs and all other liabilities of whatsoever nature or description which may be made or taken or incurred or suffered by the Company or any of its related entities in connection with or in any manner arising out of I making this confirmation.

All joint applicants must sign in 1. and 2. in corresponding order as per application. A corporate should sign under the hand of a duly authorized official(s) together with the corporate chop or seal and should provide the Company with a list of authorized signatories.

1.	2.	For office use only:
NAME & DATE OF SIGNATORY	NAME & DATE OF SIGNATORY	



TAX COMPLIANCE REPRESENTATION AND WARRANTY

A broad range of serious tax crimes has been designated as money laundering predicate offences for the purposes of British Virgin Islands anti-money laundering and anti-terrorism financing laws and regulations.

With the designation, we, as a capital markets services license holder as with all other regulated financial institutions must apply the full suite of the Anti-Money Laundering/Countering the Financing of Terrorism measures as contained in the relevant FMA Notices and Guidelines, to prevent the laundering of proceeds from serious tax crimes. This requires us, amongst other client and source of funds due diligence process to get from you the representation and warranty below as a condition to our being able to accept/continue accepting (as relevant) you as a Client:

Client hereby represents and warrants in favour of **SR Dresdner Financial Services Limited** as follows:

- (i) Client does and will ensure that Client will at all times remain in compliance with all laws to which it is subject including, without limitation, all tax laws and regulations, exchange control requirements and registration requirements with regards the funds and assets of Client – generally “Tax Laws”; and
- (ii) Without detracting from the generality of (i) above, Client also represents and declares that any and all funds and assets the Client placed and will place with **SR Dresdner Financial Services Limited**, and any profits that may accrue from their use are placed and will be dealt with in full compliance with the Tax laws of the countries where Client is domiciled (i.e. where Client calls as home), resident or deemed resident in, employed, engaged in any business or trade, of which Client is a citizen or general or permanent resident, and/or which the Client is legally otherwise subject to.

I/We hereby acknowledge that I/we have received, understood and accepted the nature and contents of this TAX COMPLIANCE REPRESENTATION AND WARRANTY.

All joint applicants must sign in 1. and 2. in corresponding order as per application. A corporate should sign under the hand of a duly authorized official(s) together with the corporate chop or seal and should provide the Company with a list of authorized signatories.

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EXPRESSION OF INTEREST IN TRADING OF FOREIGN EXCHANGE AND BULLION CFD

Client understands that **SR Dresdner Financial Services Limited (SRDFS)** is licensed to conduct the trading of foreign exchange and Bullion CFD.

Client is interested in finding out more about how SRDFS may assist Client in the trading of foreign exchange and Bullion CFD.

Client understands and confirms that:

- (1) Client came to know of SRDFS services through Client's desire for such service and search for a service provider;
- (2) By calling on Client and/or discussing how SRDFS may assist Client, SRDFS is merely providing Client with information on the trading of foreign exchange and Bullion CFD and is not soliciting Client to buy, sell or otherwise deal with foreign exchange and Bullion CFD;
- (3) Client application to open an account with SRDFS will be accepted by SRDFS only after client have completed and returned SRDFS account-opening documents to SRDFS and after SRDFS notifies Client that the application has been approved.

I/We hereby acknowledge that I/we have received, understood and accepted the nature and contents of this EXPRESSION OF INTEREST IN TRADING OF FOREIGN EXCHANGE AND BULLION CFD.

All joint applicants must sign in 1. and 2. in corresponding order as per application. A corporate should sign under the hand of a duly authorized official(s) together with the corporate chop or seal and should provide the Company with a list of authorized signatories.

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AUTHORISATION OF TRADING BY THIRD PARTY

1. Client has appointed the company (Agent) below to act on behalf to give buy or sell instructions for instruments of every type and description including but not limited to Financial Services, foreign exchanges, metal or options.

A. Authorized Third Party (Individual)

Name (Mr./Mrs./Ms.) :

Passport/NRIC No:

Country of Issue:

Mailing Address:

Home/Mobile Tel:

Office Tel:

Fax:

E-mail:

Authorized Third Party (Second Individual, if any)

Name (Mr./Mrs./Ms.) :

Passport/NRIC No:

Country of Issue:

Mailing Address:

Home/Mobile Tel:

Office Tel:

Fax:

E-mail:

An individual cannot be authorized in the name of any person below the age of 21 years. A maximum of 2 persons may be authorized jointly to manage SR Dresdner Financial Services Limited customer's account.

B. Authorized Third Party (Corporation or other entity)

Registered Name:

Registration Number:

Mailing Address:

Tel:

Fax:

E-mail:

Documents required are certified true copies of Memorandum & Articles of Association, Authorized Signature List, Certificate of Incorporation and Company Resolution.

2. Client further declares and agrees that:

- a) The Agent shall have the power to act as fully and effectually for the purpose(s) as Client could do personally;
- b) All acts and matters previously done by the Agent in respect of Client's accounts(s) opened and maintained with SR Dresdner Financial Services Limited (SRDFS) are hereby ratified and confirmed; and
- c) Notwithstanding the authorization given to the Agent above, Client may still communicate instructions to SRDFS personally. However, in the event of any inconsistency between instructions communicated by the Agent and instructions communicated by Client personally, SRDFS shall have the absolute discretion (but shall not be obliged) to act upon the instructions communicated last in time and in SRDFS sole opinion considered capable of being acted upon, and in so acting SRDFS shall not be liable for any loss whatsoever and howsoever arising.
- d) In all such purchases, sales or trades, SRDFS is authorized to follow Agent's instructions in every respect and Agent is authorized to act



for the Client with the same force and effect as Client might do with respect to such purchase, sales or trades and all things necessary or incidental to the furtherance of such purchases, sales or trades. This authorization shall subject to the following restrictions: -

Trading Restriction	Maximum capital utilization not exceeding	<input style="width: 80%;" type="text"/> %
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- e) Any restriction may apply as the time of such purchases, sales or trades against the latest equity balance of the Account. The limits shall not be treated as being exceeded if only exceeded as a result of movements in the relative value of such purchases, sales or trades after the transaction.
 - f) SRDFS is directed to make available to Agent a copy of all statements that SRDFS makes available to Client concerning Client's account, including, but not limited to, monthly statements, confirmations and purchase and sale agreements. Client hereby ratifies and confirms any and all transactions with SRDFS heretofore and hereafter made by Agent for Client's account.
 - g) Agent is not authorized to withdraw from Client's account any monies, securities or any property either in Client's name or otherwise.
3. Client further acknowledges that the appointment of the Agent is made by Client's own free will and as a result of Client's own judgments and deliberations. SRDFS shall accordingly be under no liability whatsoever in respect of any loss or damage which Client may suffer or incur as a result of the acts or omissions of the Agent (including any acts involving dishonesty, criminal breach of trust, theft or other criminal offences). Client further agrees to be fully responsible for such acts or omissions of the Agent and shall indemnify and hold SRDFS harmless from any and all claims, liabilities, penalties, adverse consequences, losses, damages, costs or expenses (including legal fees on a full indemnity basis) which SRDFS may incur, be subjected to or suffer, arising out of, in relation to or in connection with, SRDFS relying on or acting in accordance with the acts and/or omissions of the Agent within the scope of the Agent's ostensible authority. In this connection Client also acknowledges that any and every instruction given by the Agent for Client's account or to be attributed thereto shall be deemed to be given in exercise or purported exercise of the authority conferred hereunder and not in some other capacity. Client also acknowledges that SRDFS is not obliged to ascertain or enquire into the terms and conditions on which the Agent was appointed.
4. The appointment of the Agent and authority conferred shall continue until written notice of revocation by Client is received by SRDFS. Client undertakes to ratify and confirm all acts and things done by the Agent on Client's behalf until SRDFS receipt of such notification.

I/We hereby acknowledge that I/we have received, understood and accepted the nature and contents of this AUTHORIZATION OF TRADING BY THIRD PARTY.

All joint applicants must sign in 1. and 2. in corresponding order as per application. A corporate should sign under the hand of a duly authorized official(s) together with the corporate chop or seal and should provide the Company with a list of authorized signatories.

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AUTHORIZATION TO ACT ON ELECTRONIC INSTRUCTIONS

Client hereby request and authorize **SR Dresdner Financial Services Limited (SRDFS)** to act from time to time on any electronic instructions or communication (“the **Electronic Instructions**”) sent or purported to be sent by or on behalf of client to SRDFS for any purpose relating to any of client account(s) with SRDFS.

Client understands the inherent risks involved in verifying the authenticity of electronic instructions and hereby agree that SRDFS may treat all electronic instructions as authentic, valid, properly executed and as fully authorized by and binding on Client and shall be entitled (but not bound) to act in connection with or in reliance upon such electronic instructions as SRDFS or its agents may, in good faith, consider appropriate, regardless of the circumstances prevailing at the time of the instructions being given or the nature or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation to the electronic instructions. Client irrevocably agrees and declares that SRDFS will not be liable for any losses, damages or liabilities arising in connection with it acting in connection with or in reliance upon any such electronic instructions.

Client agrees and undertakes: -

- a) that if in SRDFS sole opinion it appears that any electronic instructions are ambiguous or unclear or incomplete or may have been forged or otherwise given by an unauthorized person, SRDFS may at its absolute discretion refuse to act or delay in acting on any electronic instructions, without any responsibility or liability whatsoever on its part;
- b) that SRDFS may from time to time and at any time require Client to give confirmation, in such manner as it deems most appropriate, of any electronic instructions, before SRDFS acts on the said electronic instructions;
- c) that notwithstanding the foregoing, SRDFS shall be entitled (but not bound) to rely exclusively on the electronic instructions, in the event that SRDFS acts on them;
- d) that SRDFS will not be liable for any losses, damages or liabilities arising in connection with:
 - (i) any failure or delay in acting on any electronic instructions by reason of any breakdown or failure of transmission of any communication equipment or facilities for whatsoever reason;
 - (ii) any error contained in the electronic instructions irrespective of whether the error originated in the transmission or the receipt of the electronic instructions;
 - (iii) any non-receipt by SRDFS of an electronic instructions which appears to have been sent by or on behalf of Client; or
 - (iv) any negligence on the part of SRDFS or its agents in handling electronic instructions or when sending electronic instructions.
- e) to fully indemnify SRDFS or its agents against all demands, claims, actions, proceedings, costs and expenses, damages, losses and all other liabilities which may be brought against or made or taken or incurred or suffered by it (including legal costs on a full indemnity basis) whether directly or indirectly arising in connection with its acting or not acting (whether intentionally or otherwise) on any actual or purported electronic instructions; and
- f) not to make any demand or claim or institute any action or proceedings against SRDFS or its agents should Client incur or suffer any costs and expenses, damages, losses and any other liabilities, whether directly or indirectly arising in connection with SRDFS acting or not acting (whether intentionally or otherwise) on any actual or purported electronic instructions.
- g) Proof of dispatch of electronic instructions to SRDFS shall not constitute proof of receipt of the same by SRDFS.
- h) No failure or delay by SRDFS in exercising any right, power or remedy hereunder shall be a waiver thereof. Rights, powers and remedies herein do not exclude those provided by law. If any term or condition herein is or becomes illegal, invalid or unenforceable, the remaining terms and conditions shall not be prejudiced thereby.

I/We hereby acknowledge that I/we have received, understood and accepted the nature and contents of this AUTHORIZATION TO ACT ON ELECTRONIC INSTRUCTIONS.

All joint applicants must sign in 1. and 2. in corresponding order as per application. A corporate should sign under the hand of a duly authorized official(s) together with the corporate chop or seal and should provide the Company with a list of authorized signatories.

1.	2.	For office use only:
NAME & DATE OF SIGNATORY	NAME & DATE OF SIGNATORY	



CONSENT FOR ISSUANCE OF STATEMENT OF ACCOUNT/CONTRACT NOTE BY EMAIL OR IN ELECTRONIC FORM

1. ISSUANCE OF STATEMENT OF ACCOUNT/CONTRACT NOTE BY EMAIL

Client permits SR Dresdner Financial Services Limited ("SRDFS") to issue the daily/monthly statement of account/contract note for client's account with SRDFS via email.

2. ISSUANCE OF STATEMENT OF ACCOUNT/CONTRACT NOTE IN ELECTRONIC FORM

Client agrees to retrieve statement of account/contract note through direct access to the trading system made available to client by SR Dresdner Financial Services Limited ("SRDFS").

TERMS AND CONDITIONS

- a. Client agrees not to receive the statement of account/contract note by mail from SRDFS;
- b. Client is apprised of the manner of delivery and retrieval of the electronic record and any costs incurred in connection therewith;
- c. Client warrants that information, sent via email or retrieved from the trading system, shall be deemed to be effective delivery to Client and for client's verification. SRDFS shall not be held responsible for the validity of the email address(es) provided by Client or held liable for Client's failure to access such information;
- d. Client warrants that the use of such information and manner of access shall be made in full compliance with all applicable laws, rules, regulations and ordinances;
- e. Client agrees to release, hold harmless, defend and indemnify SRDFS from any or all claims, losses, suits or damages which may arise out of the transmission through emails or system malfunction, any subsequent use of such information or Client's access to or use of information relating thereto;
- f. Client fully understands the risks associated with the transmission of information by use of email or the accuracy of information by use of the trading system provided, including but not limited to, the tampering with, or unauthorized use of the information by unauthorized parties;
- g. Client agrees that SRDFS shall revert to send the statement of account/contract note by mail upon receipt of: (i) error message of return mail when delivering via email; or (ii) Client's request in written form.
- h. This consent remains in force until revoked in writing by client.

I/We hereby acknowledge that I/we have received, understood and accepted the nature and contents of this CONSENT FOR ISSUANCE OF STATEMENT OF ACCOUNT/CONTRACT NOTE BY EMAIL OR IN ELECTRONIC FORM.

All joint applicants must sign in 1. and 2 in corresponding order as per application. A corporate should sign under the hand of a duly authorized official(s) together with the corporate chop or seal and should provide the Company with a list of authorized signatories.

1.	2.	For office use only:
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ACKNOWLEDGEMENT OF RECEIPT OF TERMS AND CONDITIONS and RISK DISCLOSURE STATEMENT

Client acknowledges that client has received a copy of the Terms and Conditions (General and Online Services) and understands its contents. Client also acknowledges that Client has received a copy of Risk Disclosure Statement and understands its contents.

All joint applicants must sign in 1. and 2 in corresponding order as per application. A corporate should sign under the hand of a duly authorized official(s) together with the corporate chop or seal and should provide the Company with a list of authorized signatories.

1.	2.	For office use only:
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For Official Use

TR's Code:

Client's Code:

Signature Card

A/C NAME	SIGNATURE
Verified by:	
<input type="checkbox"/> New Account <input type="checkbox"/> Updating	_____ Authorized Personnel / Date



For Official Use

TR's Code:

Client's Code:

Signature Card

A/C NAME	SIGNATURE
Verified by:	
<input type="checkbox"/> New Account <input type="checkbox"/> Updating	_____ Authorized Personnel / Date



FOR OFFICIAL USE ONLY**Part (a): Completed By Registered Representative**

Client is recommended by: Dealer Others: _____

I declare that information given in this Account Opening application is true and correct to the best of my knowledge.

Signature of Registered Representative Name Date

Part (b): Completed By Client Services

1. All fields in this application form are duly completed and information provided are complete and in order.
2. All documents required are complete and in order.
3. Time stamp on application form.
4. Background checks completed.

(i) Any background-check reports that require attention and action? YES NO

(ii) If yes, attach copy of the background-check report and provide description below of action(s) taken or to be taken:

Signature of Client Services Name Date

Part (c): Reviewed By Head of Operation

1. Documentation and background checks are duly completed by Client Services.
2. Incomplete documentations are recorded for follow-ups, to be completed within 120 days.

Signature of Head of Operations Name Date

Part (d): Approved By

APPROVED NOT APPROVED

Signature of designated Officer/
Director Name Date