

General Risk Disclosure Statement

To: The Customer

This risk disclosure statement sets out some of the risks associated with Portfolio Financing, IPO/Rights financing and secured shares financing (“financing”). It does not purport to disclose or discuss all of the risks and you should therefore consult with your own legal, tax and financial advisers before accepting or utilising any such facility. You should determine whether any transaction is suitable for you, taking into account your objectives and financial situation.

1. Market Forces

- 1.1 Your payments or receipts under a leveraged transaction will be linked to changes in the particular financial market(s) to which the transaction is linked, and you will be exposed to price, currency exchange, interest rate or other volatility in that market(s). You may sustain substantial losses under the financing if market conditions move against you. You should fully understand the impact of market movements, in particular the extent of profit/ loss you would be exposed to when there is an upward or downward movement in the relevant rates. In particular, you should understand the impact of market movements on margin calls which the CIMB Bank Berhad, Singapore Branch (the “Bank”) may make on you.

2. Margin

- 2.1 You are required to maintain a certain level of margin with the Bank for the facilities extended by the Bank to you. If the market moves against you, you may not only sustain a total loss of your initial margin deposit and any additional funds deposited with the Bank to maintain your position, but you may also incur further liability to the Bank or sustain further or additional losses. You may be called upon to “top-up” your margin by substantial amounts or repay outstanding amounts at short notice to maintain your margin, failing which the Bank may have to liquidate the securities placed by you as collateral at a loss and you would be liable for any resulting loss. If the amount is still not adequate to meet your obligations to the Bank, you should be aware that you would be liable to the Bank for the difference.
- 2.2 The Bank may make margin calls on you through various methods, including via phone, SMS or email. Such margin calls are deemed effective once sent even if you may not have received it. However, even if the Bank has contacted you and provided a specific date by which you can meet a margin call, the Bank can still take necessary steps to protect its interests. This may include immediately selling all or any of the Securities charged to the Facility without notice to you without waiting for the margin call deadline to expire.
- 2.3 You are not entitled to choose which securities are to be liquidated or sold to meet a margin call. As the securities are collateral for the financing, The Bank has the right to decide which collateral to sell or realise in order to protect its interests.
- 2.4 The Bank can change its margin of finance requirements at any time and is not required to provide you advance written notice. These changes in the Bank policy often take effect immediately and may result in the issuance of a margin call. Your failure to satisfy the call may cause the Bank to liquidate or sell all or any of the securities securing the facility.
- 2.5 You are not entitled to an extension of time on a margin call. While an extension of time to meet margin requirements may be available to you under certain conditions, you do not have a right to the extension.

3. Currency Risks

- 3.1 The fluctuations in foreign currency rates have an impact on the profit/loss and the financial investment where a transaction is denominated or settled in a different currency from the currency where you carry on your ordinary business or keep your accounts. You should also be aware that any imposition of exchange controls or other restrictions by foreign regulatory authorities may cause payments to be made in the local currency or may result in the inability to effect outward fund remittances, which may affect the value of your investments or your ability to enjoy its benefits.

4. Tax Risks

- 4.1 Before entering into any transactions you should understand the tax implications of doing so, e.g. income tax. The tax implications of transactions are dependent upon the nature of your business activities and the transactions in question. You should, therefore, consult your tax adviser to understand the relevant tax considerations.

5. Illiquid products or lack of market makers

- 5.1 Certain securities and instruments may not be readily realisable. There can be no certainty that market traders will be prepared to deal in them, and proper information for determining their current value may not be available. There may be difficulty finding a buyer when you (or the Bank in the exercise of its rights) wish to sell such securities and instruments, and such securities and instruments may be forced to be sold at a significant discount to the market value, which may result in a loss to you.

6. Involuntary close out of certain types of trades

- 6.1 In certain circumstances (including, but not limited to, your failure to meet margin requirements), any or all of your contracts may unilaterally be closed-out without your prior agreement or without prior notice to you. Accordingly, you may not be able to anticipate or control the time at which a contract may be closed-out. You may sustain losses as a result of such termination of your trades. It is also possible that such close-outs may occur at a time when you do not have sufficient funds in your account to cover payment of any amounts required to be paid by you. In such a case, you shall be liable for any outstanding amounts after all the funds in your account have been applied towards payment of such amounts required to be paid by you.