



CLIENT'S AGREEMENT

PT. United Asia Futures

Member of Jakarta Futures Exchange & Indonesia Derivatives Clearing House

Bapindo Plaza, Citibank Tower, 14th Floor, Jl. Jend. Sudirman Kav. 54-55 Jakarta, Indonesia

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NOTIFICATION DOCUMENT OF THE EXISTENCE OF RISKS THAT MUST BE INFORMED BY THE FUTURES BROKER

1. This notification document of the existence of risks is submitted to you in accordance with Article 50 paragraph 2 of Law Number 32 Year 1997 concerning Commodity Futures Trading.
2. The objectives of this document is to inform you that any loss in a Futures Contract Trading can reach a large amount. You should, therefore, be careful in deciding to make a transaction, whether your financial condition is sufficient or not.
3. Prior to making the aforesaid transaction, it is necessary for you to recognize and realize the following matters:
 - a. *Margin*: You might suffer from any loss of all margins and require an additional margin placed at the Futures Broker to maintain your Futures Contract position. In case the market moves toward the opposite direction against your position, then you might be requested to deposit an additional margin in a large amount within an immediate time in order to maintain your position. If you do not meet such request within a stipulated time, your position can be liquidated in a financial loss condition, and you are responsible for such deficit account.
 - b. *Positional Liquidation*: In a certain condition such as the market is inactive, it may be difficult or even impossible for you to liquidate Your position;
 - c. *Conditional order*: By stipulating a conditional order, such as; the Futures Contract is to be liquidated in a certain condition to stop loss, it will possibly not be able to limit Your loss only up to a certain amount, due to the occurrence of a market condition which is impossible to liquidate the said Futures Contract;
 - d. *Various Positions (Spread)*: Spread doesn't mean having smaller risks than just "sale" or "purchase" position;
 - e. *Leverage*: It is a very big difference between the provided margin and the transaction value (the commodity real price) that can inflict a financial loss or on the contrary, a profit for you. You might suffer from a very large financial loss or on the contrary, gain the profit;
 - f. *Transaction in an overseas Futures Exchange and beyond the trading hours of the Futures Exchange (if permitted)*: The fund placed in the Futures Broker for a transaction purpose in a foreign Futures Exchange or outside a Futures Exchange, may obtain different coverage comparing to the fund placed as the margin for the Futures Contract transaction in a Futures Exchange located in Indonesia, due to the differentiation of legislation regulations and facing with any potential loss from the alteration of currency rate of exchange;
 - g. *Option on futures contract (option)*: The option transaction also involves a large risk. The buyers and sellers of the *option* should preliminarily study the forms of the option to be transacted, for instance, put option or call option, and also calculate the outputs that can possibly obtained at the time the option is executed or falls due. Every option to be executed will bring into a

consequence of the obligation either to accept or to submit such optional subject. In the event that the exercise of the option, then its position changes into the position in a futures contract with the condition of having the marginal obligation that must be prepared/provided. The seller of the option (*grantor*) will take a large risk and possibly an unlimited one exceeding the premium value he accepts; and

- h. *Electronic Trading System.* Trading with an electronic system is not only different from an open outcry, but also it is different one and another, and therefore, you take risks related to such system, such as the failure on its hardware or software. The electronic system failure results in being unable to execute an order in accordance with your order.
4. This brief statement is unable to include in details all risks or other significant aspects in a futures market. You should, therefore, conscientiously learn or study the activity of a Futures Trading before deciding to make any transaction.

STATEMENT OF ACCEPTING THE NOTIFICATION OF THE EXISTENCE OF RISKS

I hereby state that I have accepted the "NOTIFICATION DOCUMENT OF THE EXISTENCE OF RISKS", and have understood and agreed with its content.

.....

BROKER REPRESENTATIVE

CLIENT

Full Name & Signature

Full Name & Signature

ORDER PROVIDING AGREEMENT

On this day, date month year, we, the undersigned:

1. Name :
- Occupation/Position :
- Address :

In this matter acting for him/herself or on behalf of the company*)

2. Name :
- Occupation/Position :
- Address :

In this matter acting for and on behalf of PT. United Asia Futures and hereinafter referred to as the Futures Broker.

Both parties have mutually agreed to enter into an Order Providing Agreement to make a sale or purchase transaction of a Futures Contract with the terms and conditions as follows:

1. Margin and Other Payments

- 1) The Client shall deposit the amount of the fund to the Segregated Account of the Futures Broker as the Initial Margin and maintain the amount as stipulated;
- (2) The Client shall pay any cost required for a transaction, including but not limited to the transaction cost, tax, commission, and service fee, interest at the prevailing rate, and other costs under liabilities related to the transaction in accordance with the Client's order, and also the Client's bank account fee;

2. Order Implementation

- (1) Every Order delivered by the Client or his/her proxy appointed in writing by the Client, shall be deemed as valid when it is accepted by the Futures Broker in accordance with the prevailing stipulations, can be in the form of a written order duly signed by the Client or his/her proxy, a recorded telephone order, an electronic record and or other forms stipulated and approved by both parties.
- (2) All Clients' orders that are accepted can be directly executed as long as the Margin value available in his/her bank account is sufficient and its execution depends on the prevailing transactional condition and system that may result in a time differentiation against the said

order execution process. The Client is to acknowledge the position of his/her Margin and the open position before providing an order for any further transaction;

- (3) The Client's Order can only be revoked and or remedied if the transaction upon the said order has not occurred. The Futures Broker shall not be responsible for any emerging financial loss due to not implementing such revocation or modification.

3. Delivery Anticipation of Commodities

- (1) For certain contracts, the transaction settlement can be executed by the delivery of commodities. The Client realizes that the delivery or acceptance of commodities shall take a larger risk that to liquidate the position with an offset.
- (2) The Futures Broker shall not be responsible for the classification of grade, quality or tolerance level upon the commodities delivered or to be delivered.

4. Obligation to maintain the Margin

- 1) The Client is obligated to maintain or fulfill the Margin levels available in his/her bank account to the Futures Broker in accordance with the stipulated amount, whether it is requested or not by the Futures Broker.
- 2) In case the total Margin amount requires an addition then the Futures Broker is to inform and submit a request to the Client to add the Margin immediately.
- 3) In case the total Margin amount requires an addition then the Client is obligated to make a Call Margin delivery at the latest before the commencement of the following trade day. The Client's obligation in relation to the Call Margin delivery is not limited to the total Initial Margin.
- 4) The Futures Broker is not obligated to execute an order to make a new transaction from the Client before the Call Margin is delivered.
- 5) In order to meet the obligation of a Call Margin and other financial affairs from the Client, the Futures Broker may clear the Client's account existing in the Futures Broker.

5. The Futures Broker's right to liquidate the Client's position.

The Client shall be responsible to monitor/acknowledge his/her open position continuously and also meet his/her obligations. In case within a certain period the fund in the Client's account is less than being conditioned, the Futures Broker can close the Client's open position, either wholly or partly, limit the transaction, or other actions to protect itself in such margin fulfillment, whether by preliminarily notifying the Client or not, and the Futures Broker is not responsible for any loss occurred due to such action.

6. Indemnification for Not Delivering the Commodities

In case the Client is incapable of delivering the commodities upon the due futures contract, the Client may grant the power to the Futures Broker to borrow or purchase the commodities for such delivery. The Client is liable to pay as soon as possible the costs, including the loss and premiums which have been paid by the Futures Broker for such action. In case the Futures Broker is to accept the delivery

of commodities or stocks and bonds then the Client shall be responsible for any value decrease of the aforesaid commodities or stocks and bonds

7. Indemnification for not closing the Position

In case the Client is incapable of executing the closing upon the due transaction, the Client may, either directly or indirectly, grant the power to the Futures Broker to execute the closing upon the transaction in the Exchange. The Client is liable to pay the costs, including the loss cost and premiums which have been paid by the Futures Broker, and if the Client is negligent to pay such costs, the Futures Broker is entitled to take the payment from the Client's Margin fund.

8. Futures Broker Can Limit the Position

The Client acknowledges the right of the Futures Broker to limit the open position of the Client's Futures Contract and the Client shall not make any transaction exceeding the said stipulated limit.

9. No Warranty upon Information or Recommendation

The Client acknowledges that:

- (1) Any information and recommendation provided by the Futures Broker to the Client is not always complete nor requiring any verification;
- (2) The Futures Broker shall not warrant that the provided information and recommendation constitutes an accurate and complete information;
- (3) Any information and recommendation provided by the Futures Broker Representative one and another may be different due to the differentiation of fundamental or technical analysis. The Client realizes that there is a possibility for the Futures Broker and its affiliations to have a position in the market and provide an inconsistent recommendation to the Client.

10. Limitations for Responsibilities of the Futures Broker

- (1) The Futures Broker shall not be responsible to give an assessment to the Client on a climate, a market, the political and economical conditions either nationally or internationally, a futures contract value, collateral, other promised things/matters, or give an advice concerning the market condition. The Futures Broker shall only provide the services to make a transaction fairly as well as submit the report upon the said transaction. The Futures Broker is entitled to arrange a settlement upon a transaction with an open position owned by the Client through the opposite positional taking (the *offset*) or the delivery of commodities. The Futures Broker is, based on a profitable consideration, free to choose its transactional opponent;
- (2) The trade from time to time can be stopped by the relevant trade authority (Bappebti/the Futures Exchange) without any preliminary notification to the Client. Upon the open position that is still owned by the Client at the time such trade is stopped, then it is settled (liquidation) based on the regulations/ stipulations issued and stipulated by the said trade authority, and all financial losses and also any emerging costs due to the transaction is stopped by the said trade authority, shall fully become the burden and liability of the Client.

11. Transaction Must Be Subject To the Prevailing Regulations

All transactions made by the Futures Broker on behalf of its Clients is subject to the legislation regulations in the field of Futures Trading, the official customs and interpretations stipulated by the Bappebti or the Futures Exchange.

12. The Futures Broker is not responsible for any communication failure

The Futures Broker is not responsible for any delay or unpunctuality of order delivery or other information due to the damage of communication facilities or any other causes beyond the control of the Futures Broker.

13. Confirmation

- (1) The confirmation from the Client can be in the form of letter, telex, and other media, in writing or audio recording.
- (2) The Futures Broker is obligated to send the transaction confirmation, account statement, request of a Call Margin, and other notifications to the Client accurately, correctly and immediately at the Client's address as mentioned in the Client's account. In case within 2 (two) days after submitting the order of sale or purchase, however the client has not received the written confirmation, the Client shall promptly inform such matter to the Futures Broker via telephone line and followed up by a written notification.
- (3) In case within 2 x 24 hours since the delivery date of confirmation there is no objection/protest from the Client then the Futures Broker's confirmation is deemed as true and valid.
- (4) Any error upon the confirmation issued by the Futures Broker will be remedied by the Futures Broker in accordance with the real and true condition and for the sake of law, the previous confirmation is revoked.
- (5) The Client is not responsible for any transaction made on his account if the said confirmation is not delivered correctly and accurately.

14. Correctness of Client's Information

The Client shall provide a correct and accurate information on the Client's data requested by the Futures Broker and shall inform it at the latest within 3 (three) working days after the occurrence of the alteration, including the alteration of his/her financial capability to continue the execution of the transaction.

15. Transactional Commission

The Client shall acknowledge and agree that the Futures Broker is entitled to collect the commission (fee) upon the executed transaction, in the amount as to be stipulated from time to time by the Futures Broker.

16. The granting of Power of Attorney to obtain the Financial Information

- (1) The Client grants the power to the Futures Broker to contact any bank, financial institution, other futures brokers, or other relevant institutions to obtain any information or verification on the information received from the Client. The Client understands that the investigation on the personal debt and business data can be carried out by the Futures Broker if required. The Client gets an opportunity to notify in writing within the agreed period of time to complete the required terms and conditions;
- (2) The Client can also grant the power to any party (not the Management of the Futures Broker, not the Futures Broker Representative who signs this agreement and not the employee of the Futures Broker whose position is one level under the Board of Directors) appointed by the Client to execute the rights emerging upon the bank account, including give an instruction to the Futures Broker upon the bank account owned by the Client, by virtue of the Power of Attorney in the form and content as attached hereof. (Form IV Pro.8).

17. Fund Transfer

The Futures Broker can at any time transfer the fund from one account to another in connection with the transaction activity made by the Client such as the Margin, debt payment, or reducing the deficit in the Client's account, without any prior notification to the Client. The transfer that has been executed will be immediately notified in writing to the Client.

18. Notification

- (1) All communications, money, stocks and bonds, and other properties must be directly delivered to the Client's address as mentioned in his bank account or to any other address stipulated or informed in writing by the Client.
- (2) All money must be delivered to the Futures Broker:

Name : PT. United Asia Futures
Address : Bapindo Plaza, Citibank Tower, 14th Floor, Jl. Jend. Sudirman Kav. 54-55
Jakarta, Indonesia

and deemed as accepted by the Futures Broker if there is a receipt of acceptance from the officer of the Futures Broker.

- (3) All stocks and bonds, other properties or communications must be sent to the Futures Broker :

Name : PT. United Asia Futures
Address : Bapindo Plaza, Citibank Tower, 14th Floor, Jl. Jend. Sudirman Kav. 54-55
Jakarta, Indonesia

Telephone : (6221) 526 7190
Facsimile : (6221) 526 7191
E-mail : -----

19. Document of Notification on the Risk Existence

The Client acknowledges, accepts and understands the Notification Document of the Existence of Risks.

20. Period of Agreement and Termination.

This agreement shall be in effect commencing from the signing date of this agreement until the termination by the Futures Broker and or the Client based on the stipulations as follows:

21. Agreement can be terminated in the event that the Client:

- (1) is declared as being insolvency, has a large debt, is in the proceedings, becomes total loss of memory (amnesia), is resigned or passes away;
- (2) is unable to meet or be subject to the stipulations of this agreement and or commits a violation against it;
- (3) related to point a and point b mentioned above, the Futures Broker may:
 - i. continue or otherwise close the concerned Client's position after considering it carefully and fairly; and
 - ii. reject the order of the Client or his/her proxy.
- (4) The agreement termination as meant above shall not release the obligations of each party related to the acceptance or obligation for payment or other obligation liabilities emerging from the agreement.

22. Force Majeure

Neither party shall be under any liability to the other party for any delay or failure to perform any obligation based on the agreement hereof due to circumstances beyond its reasonable control (force majeure), as long as a written notification on the said cause is submitted to the other party hereunder within not later than 24 (twenty-four) hours since the emergence of the said cause. *Force Majeure* in this agreement means the events of fire, natural disasters (such as earthquake, flood, hurricane, lightning), common strikes, riots, wars, alteration against governmental regulations and the conditions in the field of economy, finance and futures trading, the limitations made by the authorities of the futures trading and exchange as well as the disturbance on the trade system, clearing and

transactional settlement of a futures contract where the executed transaction directly influences the work execution based on the agreement.

23. Agreement Amendment

The amendment of this agreement may only be made either upon the approval of both parties or the Futures Broker has notified the intended amendment in writing and the Client remains give an order for the transaction, without submitting any written reply on the said amendment proposal. Such Client's action shall be deemed as the approval upon the said amendment proposal.

24. Dispute Settlement and Legal Domicile

All disputes and differences which may raise in respect of the agreement execution shall be amicably settled in a mutual deliberation and negotiation and also with the settlement mechanism available at the Jakarta Futures Exchange, or Bappebti. In case such dispute fails to be resolved in an amicable negotiation then the parties hereof choose a fixed and common legal domicile at the Clerk's Office of the District Court of South Jakarta.

In witness whereof, this Order Providing Agreement has been drawn up in 2 (two) original copies and duly signed by both parties in a conscious and healthy, either physically or spiritually, condition and without any force from any party whomsoever and also affixed with the sufficient revenue stamp, respectively have the same degree of legal force.

"I have read, understood and agreed to all stipulations as set forth in this agreement".

FUTURES BROKER REPRESENTATIVE

CLIENT

Revenue Stamp

Full Name & Signature

Full Name & Signature

Acknowledge,

PT. UNITED ASIA FUTURES

Full Name & Signature

- *) Choose one or the other, for a company please mentions the company's name.
- **) The Segregated Account Number from the Futures Broker must be printed.
- ***) For a Limited Liability Company Client, the authorized person who signs shall be the party entitling to represent the concerned Limited Liability Company.
- ****) The Party who is entitled to represent the Futures Broker shall be its Directors or their proxy

Form IV PRO.8

POWER OF ATTORNEY*)

The Undersigned:

Name :

Identity Card No. :

Address :

Occupation/Position :

Acting for him/herself, hereinafter referred to as the Power Grantor.

Hereby grants the power to:

Name :

Identity Card No. :

Address :

Occupation/Position :

Hereinafter referred to as the Power Receiver.

-----PARTICULARLY-----

To represent the Power Grantor in making a Futures Contract transaction with the Account No.

_____, executed through PT. United Asia Futures in the matter of:

1. Delivering the order of sale purchase of a Futures Contract to the Futures Broker.
2. Receiving the copy of the transaction confirmation.

Thus is this Power of Attorney truly made to be utilized accordingly.

POWER RECEIVER

POWER GRANTOR

(.....)

(.....)

Note :*) if required by the client

TERMS IN FUTURES TRADING

Deposit Margin

Shall be the fund deposited by the Client to the Futures Broker that is used for the requirements of a Futures Trading transaction in a Futures Exchange.

Initial Margin

Shall be the amount of fund utilized for securing the Client's transaction position, in accordance with the product to be traded.

Maintenance Margin

Shall be the fund whose amount must be maintained by the Client as of 70% from the Initial Margin, and in case the Client's fund is less than the stipulated amount, then the Client is to meet up to the minimum amount stipulated by the Futures Broker.

In the course of executing the trade in the Futures Exchange through PT. United Asia Futures, the Client is to maintain the minimum fund amounting to the Initial Margin in accordance with the number of the Client's open position at that time.

Variation Margin

Shall be the fund utilized for anticipating the price movement against the Client's position in the Futures Trading.

Call Margin

Shall be the fund which must be deposited by the Client to the Futures Broker within a stipulated period and it occurs when the Client's fund exceeds the minimum limit stipulated by the Futures Broker. In case the Client's fund exceeds the said minimum limit then the Client is obligated to deposit the amount of fund to PT. United Asia Futures to meet the stipulated amount of the Initial Margin in accordance with the number of the Client's open position and their product types. The aforesaid fund is to be received at the latest before the trade hours in the first session of the following trade day.

Intra Day Call Margin

Shall be the fund to be deposited by the Client to the Futures Broker on the same day. In case the Client's fund exceeds the minimum limit in the trade condition with a very sharp price movement (*Limit Up/Down*), then the Client is obligated to deposit the amount of the fund to PT. United Asia Futures in order to meet the

minimum amount of the fund in accordance with the said Client's open position at the latest within one hour or before the following trade session on that day.

Auto Liquidation

In case the Client does not meet the Call Margin procedures and when the Client's fund touches or exceeds the minimum amount as of 20% from the Initial Margin of the total existing position, then the Client's open position will be liquidated by PT. United Asia Futures, with or without a notification sent to the Client.

Commission

Shall be the fund payable by the Client to the Futures Broker each time a transaction is made by the Client in the Futures Exchange through the Futures Broker.

Fund Withdrawal

The Client may withdraw the fund if his fund is sufficient (the latest financial position is higher than the Deposit Margin). $Final\ Balance = Deposit\ Margin - Initial\ Margin + (Profit/Loss\ Potential)$.

Profit/Loss Potential

Shall be the fund emerging from the price difference of the Client's open position against the trade price movement in the Futures Exchange.

Clearing Fund

The fund clearing is executed at the latest within three days after the Client has completed the withdrawal form.

Account Closing

If the Client intends to close his account at PT. United Asia Futures, then the Client must close all existing open positions and the Client's fund shall be paid after the Client has completed all of his financial obligations to PT. United Asia Futures.

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BROKER REPRESENTATIVE

CLIENT

Full Name & Signature

Full Name & Signature

APPLICATION FOR OPENING ACCOUNT

Client's Code

Personal Data

Full Name

Place, Month/Date/Year of Birth

Identity's Number

Nationality

Occupation

Residence Address

Zip Code

Residence Telephone Number

Correspondence Address

Zip Code

Correspondence Telephone Number

HP

Facsimile Number

E-mail

Special filled for Company Client

Company Data

Name of Company

Company Address

Zip Code

E-mail

Telephone Number

Facsimile Number

Nature of Business

Date of Found

Managing Director

Head of
Commissioner

Director

Commissioner

Director

Commissioner

Liaison of Company

Date of Issued

Tax Registration Code Number

Bank Account

Name of Bank

Branch

Account Number

On behalf of

Type of Account

Saving

Giro

Statement

Here we state that all information above are right and correct.

We give authorize to PT. United Asia Futures or who have appointed to looking for the truth of all above information data.

.....,

Agreed by

Director

Full Name & Signature

Enclosure

With Sign this form we enclose :

1. Copy of Identity Card (Personal Client)
2. Copy of Liaison of Company (Company Client)
3. Copy of Tax Registration Code No. (Company Client)
4. Copy of Article of Association (Company Client)
5. Power of Attorney (Company Client)