

## RISK DISCLOSURE STATEMENT-i

Exhibit I

### Important Notice

Customers who trade or transact (in currencies, commodities, securities and/or other financial instruments, and/or structured transactions involving financial instruments) with or through United Overseas Bank (Malaysia) Bhd ("the Bank") should be aware of the risks which may be involved in such transaction.

The objective of this statement is to explain to you, briefly, the nature, fundamentals, the market underlying for such transactions, and the extent of the economic risk to which you are exposed prior to your undertaking of such transactions. The transaction is entered into purely for the purpose of hedging and the Bank reserves the right to require the Customer to provide satisfactory documentary evidence of the underlying commitment being hedge including any variation or termination of such commitment.

**HOWEVER, THIS NOTICE DOES NOT PURPORT TO DISCLOSE OR DISCUSS ALL OF THE RISKS AND OTHER SIGNIFICANT ASPECTS OF ANY TRANSACTION. YOU SHOULD THEREFORE CONSULT WITH YOUR OWN LEGAL, SHARIAH, TAX AND FINANCIAL ADVISERS BEFORE ENTERING INTO ANY PARTICULAR TRANSACTION. IT IS IMPORTANT FOR YOU TO DETERMINE WHETHER ANY TRANSACTION IS SUITABLE FOR YOUR OPERATIONS, BUSINESS AND ORGANISATION, AND YOU SHOULD BE AWARE THAT THIS IS YOUR RESPONSIBILITY.**

In considering whether to trade or enter into any transaction, you should be aware and understand the following:-

1. **CONTRACTUAL TERMS:** You have the responsibility to fully understand your rights and obligations, and familiarise yourself with the terms and conditions of the transactions to be undertaken, including, without limitation:-
  - (a) the terms as to price, expiration dates, restrictions on exercising an option and other terms material to the transaction;
  - (b) any terms describing risk factors, such as volatility, liquidity, and so on;
  - (c) the circumstances under which you may become obliged to make or take delivery of the underlying interest of a transaction; and
  - (d) the Shariah Consideration and legal risks and surrounding the transaction, including but not limited to the circumstances under which the transaction may be illegal, resulting in it being void and unenforceable. The Bank may expect you to bear such risks.
2. **MARKET FORCES:** Your payments or receipts under a transaction will be linked to changes in the particular financial market or markets to which the transaction is linked, and you will be exposed to price, currency exchange, profit rate or other volatility in that market or markets. You may sustain substantial losses on the contract, trade, product or financial investment if the market conditions move against your positions. It is in your interest to fully understand the impact of market movements. Your position may be liquidated at a loss, and you will be liable for any resulting deficit in your account with the Bank.

The Bank may or may not supply you with a sensitivity analysis, and if this is supplied, you would be well advised to familiarise yourself with.

Under certain market conditions you may find it difficult or impossible to liquidate a position, to assess a fair price or assess risk exposure. Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit your losses to the intended amounts, as it may be impossible to execute such orders under certain market conditions.

Because the prices and characteristics of over-the-counter transactions are individually

negotiated and there is no central source for obtaining prices, there are inefficiencies in transaction pricing. We consequently cannot and do not warrant that our prices or the prices we secure for you are or will at any time be the best price available to you.

You will be exposed to the risks of any defect, deficiency or malfunction in, and/or any breakdown, disruption or failure of, any telecommunications, computer or other electronic equipment or system associated with such electronic system. This may result in the transaction not being executed according to your instructions or not executed at all. The methods and risks of trading on each electronic system may also differ.

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk, which may be subject to regulation. Before you trade, you should enquire about any rules relevant to your particular transactions from your local regulatory authority.

3. **MARGIN" OR LEVERAGED TRANSACTIONS:** The high degree of leverage that is often obtainable in trading can work against you as well as for you due to fluctuating market conditions.

Trading in leveraged transactions can lead to large losses as well as gains in response to a small market movement. While the amount of the initial margin deposit may be small relative to the value of the transactions, a relatively small market movement would have a proportionately larger impact on the funds deposited with the Bank as margin, which could work for or against 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 at short notice to maintain your position, failing which the Bank may have to liquidate your position 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 would be liable to the Bank for the difference. Accordingly, you should not commit yourself to any transaction which is beyond your means.

4. **RISKS ON OPTIONS TRADING:** Transactions in options involve a high degree of risk. Option transactions are not suitable for many members of the public and should be entered into only by persons who have read, understood and familiarized themselves with the type of options, style of exercise, the extent of rights and obligations and the associated risks. Exercising any option results either in a cash settlement, or in the acquisition or delivery of the underlying contract.

A person should not purchase any option unless he is able to sustain a total loss of the premium and transaction costs of purchasing the option. Under certain adverse market conditions when the market moves against an option position, the purchased option can expire worthless and the customer would suffer a total loss of the investment which would consist of the option premium and the transaction costs. In order to realize any value from the option, it will be necessary either to offset the option position or to exercise the option. Some option contracts may provide only a limited period of time for exercise of the option, and some option contracts may provide for the exercise of the option on a specified or stipulated date.

The risks associated with selling ("writing" or "granting") an option may be generally greater than purchasing an option. It is important for you to understand the risks that you, as an options seller, would be exposed to if the purchaser exercises the option, and your obligations to either settle the option in cash, or acquire or deliver the underlying contract. If the option is "covered" by a corresponding position in the underlying contract or another option, the risk may be reduced. Conversely, if the option is not covered, then the possible loss will be unlimited.

An option customer should carefully calculate the price which the underlying contract would have to reach for the option position to become profitable. This price would include amounts by which the underlying contract would have to rise above or fall below the strike price to cover the sum

of the premium and all other costs incurred in entering into and exercising or closing the option position.

5. **STRUCTURED TRANSACTIONS:** Where a transaction is “structured” or made up of several instruments, there is risk associated with each instrument evaluated separately and the risk of the transaction evaluated as a whole.

Certain transactions may be high risk transactions, and the net outcome will depend on the performance of underlying reference obligations, assets and/or certain other financial instruments or indices (the “Underlying Indicator”), whether the Underlying Indicators forms part of the security under the transaction or not.

As these structured transactions are usually executed over-the-counter, it may accordingly be difficult for you to liquidate an existing position under, assess the value of, determine a fair price for or assess your exposure to risks under such transaction. This uncertainty should be factored in by you in the overall consideration of the potential impact of your investment in the transaction.

6. **CREDIT RISKS:** In a situation where we are not your contractual counterparty or the issuer, your contractual counterparty or a third-party issuer will be liable to you under the transaction or otherwise in respect of a product purchased by you. Accordingly, you should take into account all risks associated with such counterparty or third-party issuer, including the counterparty's or issuer's financial standing. Certain transactions will involve the assumption by you of credit risks which you should ensure that you are able to evaluate.
7. **CURRENCY RISKS:** The fluctuations in foreign currency rates have an impact on the profit/loss and the financial investment where the transaction is denominated or settled in a different currency from the currency where you carry on your ordinary business or keep your accounts.
8. **TAX RISKS:** Before entering into any transactions, you should understand the tax implications of doing so, 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.
9. **COUNTERPARTY RISKS:** Please ensure that you are aware of the identity of the contractual counterparty you are or may be matched with. Often, you will be purchasing an unsecured obligation of such counterparty (as opposed to an obligation of a central clearing corporation as would be the case with exchange traded futures and options) and you should evaluate the comparative credit risk.

If your counterparty is the Bank, you must note that the Bank deals with you at arms length as your counterparty. The Bank is not your fiduciary, nor is it willing to accept any fiduciary obligations to you. Any dealing, trading or engagement or transaction with the Bank by you could result in a loss to you and a gain to the Bank. The Bank does not and will not give you any advice whether written or oral other than the representations which will be expressly set forth in the relevant agreement, and any confirmation which may be signed or executed by you after negotiations with the Bank as your counterparty.

Your net returns from a transaction would also be affected by the transaction costs (i.e. commission, fees and other charges) charged by the Bank. These costs must be considered in any risk assessment made by you.

10. **NON-TRANSFERABILITY AND NON-MARKETABILITY:** A transaction generally cannot be assigned or transferred without the consent of the other party. The bank is not obliged to repurchase a transaction from you. Because transactions are customized and not fungible, engaging in a transaction with another dealer to offset a transaction you have entered into with the Bank will not automatically close out those positions (as would be true in the case of equivalent exchange-traded futures and options) and will not necessarily function as a perfect hedge.

11. **UNDER OR OVER HEDGE RISK:** If you are under-hedged, you will face the normal market risks associated with the underlying commodity or reference for the amount that is not hedged. If you are over-hedged, then you will face the inverse of the normal market risks associated with the underlying commodity or reference for the amount that is over-hedged.

**We strongly suggest that you review all materials pertaining to the risks associated with any transaction.**

### **ACKNOWLEDGEMENT**

We hereby confirm that we have read this Risk Disclosure Statement-i and fully understand and accept its terms. We accept the risks so notified and/or implied, and understand the need to take independent advice.

We agree that this Risk Disclosure Statement-i is not intended to substitute any contract and agreement with regard to any specific transaction that we had transacted or will contemplate to transact, and that we shall accordingly be responsible for any transaction which we ultimately choose to enter into.

Name of Corporation:

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Authorised Personnel

Name:

Designation:

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Authorised Personnel

Name:

Designation: