

# OCBC SECURITIES PRIVATE LIMITED

## STANDARD TRADING TERMS AND CONDITIONS

These terms and conditions shall apply to all products and services offered by OCBC Securities Private Limited ("OSPL").

Section A of these terms and conditions applies to your relationship with us generally and shall govern all Accounts (as hereinafter defined) opened and maintained by you with us.

Sections B to F of these terms and conditions contain additional terms and conditions governing the relevant product or service which you have applied or requested for and which we have agreed to provide.

The Risk Disclosure Statement contained in the Schedule shall apply where you trade in securities and equity-linked products and/or if you invest in structured transactions.

SECTION A: General Terms and Conditions  
Pg 3

SECTION B: Terms and Conditions Governing Securities Trading  
Pg 29

SECTION C: Terms and Conditions Governing Share Financing  
Pg 33

SECTION D: Terms and Conditions Governing Securities Borrowing  
Pg 38

SECTION E: Terms and Conditions Governing The Equity Investment Account  
Pg 44

SECTION F: Terms and Conditions Governing Investments in Unit Trusts  
Pg 49

SCHEDULE: Risk Disclosure Statement  
Pg 54

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## SECTION A: GENERAL TERMS AND CONDITIONS

In these terms and conditions, the following words and expressions shall bear the following meaning, unless the context requires otherwise:-

"Account" means any and all accounts opened by you with OSPL whether in or outside Singapore and in any currency whatsoever;

"Book-Entry Securities" includes all book entry securities and all shares, stocks, bonds, debentures, certificates of deposit, notes, debt securities, warrants, options, futures contracts and securities of any kind whatsoever, the trading transactions of which are cleared and settled through any book entry system or any other trading system for the trading, clearance and/or settlement of scripless securities, whether in Singapore or elsewhere;

"Business Day" means any day on which OSPL is open for business in Singapore;

"Collateral" means any asset, in whatever form, including the Securities, acceptable to OSPL standing to the credit of any of your Accounts or accounts maintained or provided by third parties with us as security for your obligations hereunder, together with all attendant rights and interests under any contract (where applicable) for the sale, purchase, custody or management of such asset and to the income, dividends, interests thereon, whether now or hereafter held by us or in transit to us or to our nominee;

"Confirmation" means the written notice (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) which contains the specific terms of a Contract entered into between the parties and includes a contract note;

"Contract" includes any transaction for the sale or purchase or any dealings whatsoever in the Securities, any foreign exchange transactions, including leveraged, spot, forward and deferred transactions or such other transactions as OSPL may from time to time permit to be carried out under the Account;

"Contract Currency" means, in relation to payment for any transaction hereunder, the currency of such payment as specified in the applicable Confirmation;

"Electronic Instruction" means any instructions or requests transmitted through the Electronic Trading Service and digitally signed with the Security Devices in accordance with the prescribed procedures and requirements of OSPL;

"Electronic Trading Service" means the Internet, electronic, computer and/or telephonic trading services provided by OSPL to you through the OSPL Website or via the Internet, wide area network, wireless data network, Intranet or any other electronic link;

"Events of Default" means any event or circumstance specified under Clause 12 of these terms and conditions;

"Fund" means any unit trust, mutual fund or other collective investment scheme approved or registered with the Monetary Authority of Singapore distributed or made available through OSPL under these terms and conditions;

"Instructions" means the instructions (which includes Electronic Instructions) issued or to be issued by you to OSPL in furtherance of the transactions contemplated by these terms and conditions, and "to instruct" shall be construed accordingly;

"Liabilities" means all obligations, liabilities or monies whatsoever at any time now or hereafter owing, due or incurred by you to OSPL anywhere, on any Account, or in respect of the Services or in connection with any Instructions or otherwise, whether present or future, actual or contingent, solely or jointly and whether as principal or surety, including all principal monies, interest, compound interest, charges, expenses, costs, fees or Taxes as may from time to time be payable by you in connection therewith;

"Market Day" means a day, other than Saturday and Sunday, on which OSPL is open for business or a day on which the relevant securities exchange where the Securities are traded is open for trading;

"OCBC Group" means OSPL and any "subsidiary" and/or "related corporation" of OSPL as defined in the Companies Act (Chapter 50);

"OSPL Website" means the website on the Internet through which the Electronic Trading Service is provided, and which is owned and operated by OSPL;

"Persons" includes a natural person, any corporation, a partnership or such other entities, whether incorporated or unincorporated, either in Singapore or elsewhere;

"Related Companies" shall have the meaning ascribed under Section 6 of the Companies Act (Chapter 50);

"SGX" means The Singapore Exchange Limited;

"SGX Rules" means the Rules of the SGX;

"SGX-ST" means the Singapore Exchange Securities Trading Limited;

"SGX-ST Rules" means the rules and regulations of the SGX-ST;

"Securities" means all securities, stocks, units, bonds, debentures, certificates of deposit, notes, debt securities and other securities of any kind or other evidence of indebtedness or any certificates, receipts, futures contracts, options, warrants or other instruments representing rights to receive, purchase or subscribe for the same or evidencing or representing any other rights or interests whether Book-Entry Securities, in physical form or with documents, instrument or writing evidencing the same, and whether of issuers in Singapore or elsewhere and including all distributions, accruals and accretions thereon whether by way of dividend, rights issue, bonus issue, stock split, consolidation, reorganisation, reduction or otherwise;

"Security Devices" means all digital certificates, digital signatures, electronic keys, logon identifiers, passwords, personal identification numbers (PINs), and other codes and access procedures issued or designated by OSPL or by any other party designated by OSPL in order to enable you to access and/or use the Electronic Trading Service;

"Services" mean the products and services, from time to time, offered by OSPL to its customers;

"Services Conditions" mean the terms and conditions governing each product and/or service, from time to time, offered by OSPL to its customers;

"SFA" means the Securities and Futures Act (Chapter 289) and its Regulations;

"Taxes" means any present or future tax (including without limitation, any value added tax, goods and services tax, consumption tax) levy, impost, duty, fee, deduction or withholding of any nature and by whatever name called, by and on whomsoever wherever imposed, levied, collected, assessed or withheld;

"Unit" means any unit, sub-unit, shares or other securities in any Fund, and where the context so requires, any instrument evidencing ownership thereof or representing rights to receive, purchase or subscribe for the same or evidencing or representing any other rights and interest therein; and

Where "you" consist of two or more persons, or if you are a partnership or other unincorporated entity consisting of two or more persons, these terms and conditions shall be binding on your respective successors in title, executors and personal representatives, as the case may be, and your liabilities hereunder shall be joint and several.

Where "you" refer to a corporation, these terms and conditions shall be binding on such entity's successors in title.

Headings in these terms and conditions are for ease of reference only and shall not be deemed to be part of these terms and conditions nor be taken into consideration in the interpretation or construction hereof. Any reference to the masculine gender shall also include the feminine and neutral genders. Where the context so requires, words importing the singular shall include the plural and vice versa.

## 1. Availability of Services

The Services are available upon execution of these terms and conditions and upon the fulfillment of the following:-

- (a) The Services, which may be offered by us from time to time, may require the provision of Collateral and margin satisfactory to us and may require the execution of additional documentation and submission of such condition precedent documents as we deem appropriate, in form and substance satisfactory to us.
- (b) Our agreement to accept your Instructions is subject further to the fulfillment of all condition precedents which we may prescribe from time to time and, in this connection, we may require the execution of additional documentation, either by you or any other third party.
- (c) We may in our discretion introduce and provide new services from time to time and these Standard Trading Terms and Conditions shall apply to such new services. In this connection, you request and authorise us to provide relevant information to you relating to such new services from time to time.
- (d) Without limiting any of our rights, we shall be entitled to amend, add to, vary or introduce new terms in these Standard Trading Terms and Conditions and the Services Conditions from time to time and the Standard Trading Terms and Conditions or Services Conditions so amended or varied shall be effective upon notification to you. If you continue to make use of the Services in these terms and conditions, you shall be deemed to have agreed to all the amendments and variations without reservation.
- (e) We may, in our absolute discretion without giving any reason therefor and without notice to you at any time and from time to time impose any limits (including, without limitation, position limits and limits on contract size) in respect of any Account and you shall not exceed such limits imposed by us. Any limits imposed by us may be reviewed by us from time to time. Where the limits imposed by any exchange are more generous than the limits imposed by us, you shall be obliged to comply with the limits imposed by us.

## 2. Instructions

- (a) Instructions once issued are treated as irrevocable.
- (b) Instructions from you may be given to OSPL either orally (via telephone or otherwise) or in writing (which expression shall include postal communication, facsimile, electronic mail and any form of electronic communication). You understand and agree that any Instructions given to OSPL in writing shall only be valid if you receive a written acknowledgement from OSPL that such Instruction has been received.
- (c) OSPL may rely on oral or written Instructions which OSPL believes to be given by you or any person authorised by you without verifying the identity of the person purporting to give such instructions, notwithstanding that the mandate to the Account may require that Instructions be issued jointly) and the Contracts executed pursuant to such Instructions shall accordingly be binding on you. If you appoint an agent to transmit orders to OSPL, OSPL cannot verify the accuracy of your orders as transmitted by such agent and you agree that OSPL is not required to do so. Where any Instruction is ambiguous or inconsistent with any other Instruction, OSPL shall be entitled to rely and act in accordance with any reasonable interpretation thereof which any officer of OSPL believes in good faith to be the correct interpretation. You shall not hold OSPL liable in any way for acting on inconsistent, ambiguous or incomplete Instructions and you shall indemnify OSPL for any loss and expenses (including legal fees) in reliance thereof. Nothing in these terms and conditions obliges OSPL to enter into any Contract with you, and OSPL may refuse to enter into any such transaction or otherwise act on any Instruction without having to give

a reason. Generally, unless otherwise specified by you, in which case, you shall provide specific Instructions each time you undertake a transaction, OSPL shall execute Instructions on a first in first out basis.

- (d) OSPL shall not be liable to you for acting upon any Instructions communicated or purportedly communicated by you to OSPL over the telephone or in writing and signed or purportedly signed by you or given or transmitted purportedly or given or transmitted by facsimile or electronic mail notwithstanding that it is subsequently shown that such Instruction was not given by you. Any risks of misunderstanding, any error or loss resulting from Instructions given by unauthorised persons or any error loss or delay resulting from the use of the post, facsimile or electronic mail are entirely your risk for which OSPL shall not be liable for.
- (e) You are aware that signatures on facsimile or electronic mail Instructions may be superimposed fraudulently or without proper authority when transmitted to OSPL and you shall give OSPL facsimile or electronic mail Instructions assuming such risks. OSPL shall not be held liable for any losses, damages, expenses, claims or liabilities suffered by you as a result of OSPL acting upon facsimile or electronic mail Instructions so long as the signatures appearing on any such facsimile or electronic mail Instructions appear on verification to be or purport to be in accordance with your specimen signature.
- (f) In consideration of OSPL so doing or acting in accordance with these terms and conditions, you shall indemnify OSPL and keep OSPL indemnified against all demands, claims, liabilities, losses, actions, proceedings, damages, costs, and expenses incurred or sustained by OSPL of whatever nature and howsoever arising, out of or in connection with any such communication or facsimile or electronic mail Instructions or the acting upon or carrying out of any such communication or facsimile or electronic mail Instructions or the taking of steps in connection with or in reliance upon any such communication or facsimile or electronic mail Instructions and you shall reimburse OSPL any sums on demand.
- (g) We shall be entitled to record all telephone conversations and Instructions relating to each Contract and these terms and conditions. In this connection, you agree that we shall be entitled to use such recordings and transcripts thereof as evidence in any dispute.
- (h) You acknowledge and consent to the right of OSPL to aggregate your orders with the orders of OSPL's other customers (whether for execution in Singapore or other jurisdictions). The allotment or distribution of any Securities, commodities, monies or other property pursuant to such aggregation of orders to or amongst you and OSPL's other customers shall be at OSPL's sole and absolute discretion. OSPL may also effect such transactions as principal to the counterparty in any jurisdiction. If OSPL so acts, OSPL may also take such actions as OSPL may require in order to avoid liability to its counterparty. You accept that any such allotment or distribution or action by OSPL may result in inequities and/or loss to you and you accept such risks as being for your account.

### 3. OSPL as Principal or Agent

You agree that OSPL may, in its sole and absolute discretion, act either as agent of or principal to you for its own accounts, or for the accounts of any other entity in which OSPL or any person within the OCBC Group has an interest, in respect of any Contract, whether such Contract is effected on your Instructions or otherwise, and shall not be required to inform you of the same. In the event that OSPL assumes the role of the counterparty to any Contract, OSPL shall be entitled to all gains, profits and benefits derived from such Contract. Without prejudice to the generality of the preceding, unless otherwise agreed in writing by OSPL, in respect of Contracts on an exchange, OSPL shall act as your agent, and in respect of other Contracts, OSPL shall act as principal to you.

#### 4. Confirmations

To the extent we deem necessary, we will issue Confirmations to you after the execution of each Instruction and such other statements of Contracts carried out and outstanding in relation to these terms and conditions from time to time at such intervals as we may deem necessary. You shall examine all entries in all Confirmations and statements of Contracts that OSPL may send to you, report promptly to OSPL any error or omission therein, return any Confirmation slip duly signed and notify OSPL should you not receive any Confirmations and statements of Contracts that should, in the ordinary course of events have been received by you. You further agree that OSPL shall have the right to make adjustments at any time and/or from time to time to the Confirmations and statements of Contracts if there is any error or omissions therein. You agree that if you do not object in writing to the contents in the Confirmations and statements of Contracts within the stipulated period stated on the Confirmations and statements of Contracts and in any case not later than seven (7) days from the date of the Confirmations and statements of Contracts, you shall be deemed to have accepted the accuracy of the Confirmations and statements of Contracts and you shall be estopped from disputing the truth and accuracy of the Confirmations and statements of Contracts. All Confirmations shall be final, conclusive and be binding on you, in the absence of manifest error.

#### 5. Investment Advice and Disclaimers

(a) Employees, Dealers and Remisiers are not authorised to give recommendations on behalf of OSPL

You acknowledge that OSPL prohibits any employee, dealer or remisier from giving any trading suggestions, recommendations or information on its behalf under any circumstances or through any form or medium, whether by or through the Electronic Trading Service, email or otherwise. Any such suggestions, recommendations or information if made, including those made via the Electronic Trading Service or email, must therefore be regarded as having been made in their personal capacity. You shall not blame OSPL nor hold it liable for any losses you may suffer if you rely on these suggestions, recommendations or information.

(b) Research Reports and Markets Analyses

You may from time to time be provided with investment and financial related information and reports, including but not limited to research reports and market or securities specific analyses. You acknowledge and agree that such information is provided to you by way of information only. All information reports and analyses were and should be taken as having been prepared for the purpose of general circulation only and that none were made with regard to any specific investment objective, financial situation or the needs of any particular person who may receive the information, report or analysis (including yourself). Any recommendation or advice that may be expressed in or inferred from such information, reports or analyses therefore does not take into account, and may not be suitable for, your investment objectives, financial situation and particular needs.

(c) Disclaimers

(i) Unless you have a specific agreement with OSPL for the provision of advisory services, OSPL's relationship with you in relation to the Services and in respect of any Contract is purely as execution only broker/dealer or as a counterparty to you. In either case while you are entitled to expect OSPL, its employees, dealers or remisiers to answer your queries, the obligation in so answering is only to be honest. Such answers should not be assumed to be backed by any prior reasonable due diligence or research or specifically suitable for reliance by you without you first independently confirming that the answer is intended as specific advice to and is suitable for or to your specific financial needs and objectives or you verifying the same with your independent advisers on its specific suitability for your specific financial needs and objectives.

- (ii) Without prejudice to sub-Clause (c)(i) above, you acknowledge and agree that any recommendation or advice you may receive from any of OSPL's employees, dealers or remisiers (provided always that they are duly authorised to give the same) may be general or specific and there are different implications with respect to each type of advice received which you must seek to understand.
- (iii) You acknowledge and agree that it is a material part of you being allowed to open and maintain the Account that you agree that while you have the option to decide whether you wish to provide OSPL with the information and answers OSPL requests of you in OSPL's prevailing client investment profile questionnaire ("Client Investment Profile") and/or such information and answers as OSPL may ask you from time to time as are reasonably relevant in the circumstances, you have the obligation if you choose to do so to provide OSPL answers in full and not in part. You therefore agree that partial or incomplete provision of information and answers may be disregarded by OSPL and you may be treated as having refused and provided no answers or information. Where you have provided OSPL full information and answers, it shall also be your obligation to keep such information current and accurate, failing which OSPL is entitled to assume that the information and answers provided remain complete and accurate.
- (iv) Where you have failed or refused or deemed to have failed or refused to provide OSPL with any information or answers as requested, then you will also be taken as having acknowledged (and OSPL will be regarding and materially relying on you having acknowledged) that OSPL cannot identify with any certainty your investment objectives, financial circumstances and particular needs and therefore you agree that any advice or recommendation provided in respect to the Account by any of OSPL's duly authorised employees, dealers or remisiers shall be treated as at best only as general advice or recommendation and it is acknowledged and agreed that such advice does not take into account and may not be suitable for your investment objectives, financial situation and particular needs.
- (v) You also acknowledge and agree that a distinction should be made with respect to any advice or recommendation that is given on a solicited basis from one given on an unsolicited basis. An advice or recommendation is to be regarded as having been given on an unsolicited basis if it is given otherwise than in response to your query or request.
- (vi) Except if given pursuant to a specific advisory services agreement (and for the payment of an agreed and additional fee for such advice or recommendation), you must and should regard any advice or recommendation given in response to your request or question as in the nature of general advice or recommendation and again you acknowledge and agree that such advice may not be suitable for your investment objectives, financial situation and particular needs.
- (vii) Only if you have provided full information and answers as requested by OSPL in the Client Investment Profile and OSPL's supplementary questions and requests and then only in respect of unsolicited and unqualified (that which is specifically intended for you and communicated clearly as such to you) advice and recommendations from an employee, dealer or remisier duly authorised to give such advice and recommendations are you entitled to regard the advice and recommendation given as specific advice given after having taken into account your investment objectives, financial situation and particular needs as may be reasonably inferred from your answers.
- (viii) No employee, dealer or remisier has any authority to give any advice or make any recommendation on OSPL's behalf or on OSPL's account unless specifically authorised to do so by a duly authorised officer of OSPL and notified to you. In any other case, the employee, dealer or

remisier if he gives any advice or recommendation to you must be assumed and accepted as having given the same without authority from OSPL in his own personal capacity.

(d) Joint Accounts

- (i) In the case of an Account which is opened or maintained in the name of more than one person, all joint account holders are required to individually fill up the Client Investment Profile as if each joint account holder opened or maintained an Account.
- (ii) Where only one of the joint account holders completes and returns the Client Investment Profile, it shall be deemed that the other joint account holder(s) represent(s) that any issue as to suitability determination is to be determined wholly by reference to the completed and returned Client Investment Profile.
- (iii) Where all joint account holders complete and return the Client Investment Profile, it shall be deemed that both (or all, as the case may be) represent that any issue as to suitability determination may be determined wholly by reference to either set of answers or information provided or (where relevant) an aggregate or consolidation of such answers and information.
- (iv) In the event of ambiguity or apparent conflict in or as between the answers and information from each joint account holder, such ambiguity or conflict will be resolved against the joint account holders by OSPL in its absolute discretion. For example if the answers from one of the two joint account holders indicates a higher risk tolerance, both will be deemed to have communicated to OSPL the higher of such risk tolerance as their joint preferred risk tolerance for OSPL to assume in making its suitability determination where relevant.

6. Payment Obligations

- (a) All your obligations (including future or contingent liabilities) to us shall become due and payable immediately on demand.
- (b) Each party shall make payment of the amounts or delivery of the assets in accordance with these terms and conditions and/or the Contract and/or the Confirmation. We shall be under no legal obligation to pay you any amount or deliver any asset under any Contract until you have delivered to us any amount due and payable by you or any asset to be delivered by you. Provided always that our obligation to pay any amount or to deliver any asset is subject to the condition precedent that no event which constitutes or which, with the passage of time would constitute an Event of Default, has occurred or is continuing, and such other condition precedent specified in the relevant Contract.
- (c) The payment of all monies by you to us hereunder shall be made in immediately available and freely transferable funds, without set-off, counterclaim or other deductions or withholdings of any nature whatsoever and shall be made free and clear and without deduction for any present or future Taxes. If any deduction or withholding is required for or on account of any Taxes, you shall pay such additional amount as is necessary to ensure that we receive the full amount which we would otherwise have received had no such deduction or withholding been required. You shall further pay the full amount of such deduction to the relevant taxation authority in accordance with any applicable law.
- (d) Trading representatives are not authorised to collect payment or handle Securities on behalf of OSPL. You acknowledge that if you choose to effect payment or to deposit Securities by delivering a cheque or such Securities to your trading representative, payment of the monies or deposit of the Securities shall be deemed to be made only when OSPL receives the cheque or such Securities from the trading representative and not when the cheque or Securities are delivered to the trading representative.

## 7. Fees, Costs, Charges and Currency Conversion

- (a) Fees and charges for the Services shall be levied in accordance with our prevailing rate for the relevant service, which may be payable on a per-Contract basis or in arrears for specified intervals, as the case may be.
- (b) You shall on demand pay all of OSPL's fees, commissions and other charges for the Services at such rates and in such manner as OSPL may impose and stipulate from time to time, and all costs and expenses with respect to the execution, performance and/or settlement of any Contract or otherwise for the maintenance of any Account or the provision of any service or facility to you or in connection with any Account.
- (c) We reserve our right from time to time, to vary or modify the prevailing rate of charges or fees without notice. If you continue to make use of the Services, you shall be deemed to have agreed to such revised rate of charges or fees without reservation.
- (d) We shall be entitled from time to time, to enter into soft commission arrangements with any of the brokers, agents or affiliates whereby we will receive benefits from such parties or a portion of the charges, commissions or fees paid. Such benefits shall not be accountable to you and we shall be entitled to retain such benefits.
- (e) All costs and expenses (including legal costs on a full indemnity basis, costs for hedging or other similar Contracts, registration fees, stamp fees, fees incurred in the provision of the Services and other commission, charges and out-of-pocket expenses) incurred by us in connection with the performance, protection, preservation or enforcement of our rights under these terms and conditions shall be payable by you on demand.
- (f) We shall be entitled to convert any sum received by us (whether for credit into the Account or in payment of any sum due to us) to the currency of the Account or (as the case may be) the currency in which payment is to be made, at a rate of exchange determined by us.
- (g) We shall be entitled to convert any amounts in the Account or otherwise standing to your credit to any other currency for the purpose of carrying out your Instructions or exercising our rights under these terms and conditions. You agree that any exchange rate losses and the costs of conversion shall be borne by you.

## 8. Interest

We shall be entitled to levy interest at the rate of 2.25% (or such other rate as OSPL may in its sole and absolute discretion decide) over the prime lending rate of the Oversea-Chinese Banking Corporation Limited, prevailing from time to time, in the event you fail to make any payment required to be made under these terms and conditions. At the sole discretion of OSPL, such interest on overdue amounts shall be capitalised at the end of the month and shall accordingly be subject to the payment of interest on such capitalised amount. All interest shall accrue on the basis of the total number of days elapsed based on a 365-day year or such number of days depending on the applicable currency, as the case may be. You agree that the interest rate may be varied by OSPL from time to time and that such interest shall be payable both before as well as after judgment.

## 9. Representations and Warranties

By signing on these terms and conditions, you represent and warrant that (which representations and warranties are deemed to be repeated each time an Instruction is issued):-

- (a) You have the power and capacity to enter into, execute, deliver and perform your obligations under these terms and conditions and under each Contract and such obligations are valid and binding on you and are enforceable in accordance with their respective terms;

- (b) The entry into, execution and delivery of these terms and conditions and each Contract does not (i) require any consent or approval of any person which has not already been obtained; (ii) violate any applicable law or regulation or any order, injunction, decree, award or condition of any government, public body, judicial, administrative or organisation presently having jurisdiction over you, or (iii) result in the breach of or would constitute a default under any agreement to which you are a party or a surety, in particular under any agreement relating to any loan, mortgage, bond, deed, guarantee or flawed asset arrangement;
- (c) All information supplied by you in connection with these terms and conditions and each Contract, financial or otherwise, is true, complete and accurate in all material respects and shall remain true, complete and accurate; and
- (d) No Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of your entering into these terms and conditions or any Contract.

#### 10. Undertakings and Affirmative Covenants

You undertake:-

- (a) To ratify and confirm all acts done or caused to be done on your behalf by virtue of these terms and conditions and each Contract;
- (b) If required by us from time to time, to execute, sign, seal and deliver such additional documentation, agreements or deeds in furtherance of the purpose and transactions contemplated by these terms and conditions and to procure the execution of the same by any third party;
- (c) That you will comply in all material aspects with all applicable laws, regulations and orders, the non-compliance of which may affect your ability, authority or capacity to perform your obligations under these terms and conditions or under any Contract. In this connection, you undertake to obtain the necessary approvals, authorisations and do the necessary filings in order to validly perform your obligations under these terms and conditions and each Contract;
- (d) You will forthwith notify us of the occurrence of any Event of Default, the occurrence of which or, with the passage of time, the giving of notice would, constitute an Event of Default;
- (e) Not to sell, transfer, assign, encumber or otherwise create any security interest over, dispose or otherwise deal with the Collateral without our prior consent; and
- (f) To keep yourself updated as to our standard policies and practices (including, without limitation, our prevailing rates of fees, commissions and other charges) which have been made publicly available by us and any change to the terms and conditions applicable to your Account which have been notified to you.

#### 11. Electronic Trading Services

##### (a) Agreement

You acknowledge and agree that where:-

- (i) you have requested to be given access to and use of the Electronic Trading Service on the date of these terms and conditions; or
- (ii) subsequent to the date of these terms and conditions, you have requested to be given access to and use of the Electronic Trading Service by way of on-line application or such other method as may be prescribed by OSPL,

you agree to comply with the provisions of this Clause 11 which shall apply in addition to all other provisions of these terms and conditions. In either of the above events, all references to:-

- (1) "instructions" in all other terms and conditions of these terms and conditions shall include the Electronic Instructions;
  - (2) "order" in all other terms and conditions of these terms and conditions shall include any orders given via Electronic Instructions of which are otherwise transmitted through OSPL Website;
  - (3) "purchase" in these terms and conditions shall include any purchase of securities made by you through an Electronic Instruction, unless otherwise indicated herein; and
  - (4) "sale" in these terms and conditions shall include any sale of securities made by you through an Electronic Instruction, unless otherwise indicated herein.
- (b) Use of the Electronic Trading Services
- (i) You agree to procure and install, at your own cost and expense, the software, hardware and/or equipment necessary to access and/or use the Electronic Trading Service as instructed or advised by OSPL.
  - (ii) You agree to install and use any and all Security Devices issued or designated by OSPL and to comply with the instructions and procedures of OSPL regarding the use of the Security Devices, and to ensure that all instructions and requests to OSPL transmitted through the Electronic Trading Service are transmitted using the Security Devices.
  - (iii) You agree and undertake to be bound by and to comply with any and all of the procedures, requirements, restrictions, instructions or any additional conditions of OSPL pertaining to the access and use of the Electronic Trading Service as may be issued by OSPL from time to time and/or posted on-line.
  - (iv) You acknowledge that all Electronic Instructions (whether authorised by you or not) are irrevocable and binding on you upon transmission through the Electronic Trading Service and OSPL shall be entitled (but not obliged) to effect, perform or process such Electronic Instructions without your further consent and without any further reference or notice to you.
  - (v) You acknowledge that it is your sole responsibility to ensure that, when you provide information or give Electronic Instructions using the Electronic Trading Service, all information provided and all Electronic Instructions given are complete, accurate, true and correct. You acknowledge that OSPL may accept and act upon any Electronic Instruction issued and/or transmitted through the Electronic Trading Service (whether actually authorised by you or not) as your authentic and duly authorised Electronic Instructions and that OSPL shall be under no obligation to investigate the authenticity or authority of persons effecting the Electronic Instruction or verify the accuracy and completeness of your Electronic Instruction and the OSPL may treat the Electronic Instruction as valid and binding on you notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in the terms of such Electronic Instructions.
- (c) Scope of the Electronic Trading Service
- (i) You acknowledge that the Electronic Trading Service is provided on an "as is", "as available" basis only and that the time periods during which the Electronic Trading Service may be available are subject to change. You further agree that OSPL shall be entitled (but shall not be obliged) at any time and without prior notice, to temporarily suspend the operations of the Electronic Trading Service for updating, maintenance and upgrading purposes, or any other purpose whatsoever that OSPL deems fit, and in such event, OSPL shall not be liable for any loss, liability or damage which may be incurred as a result.
  - (ii) You acknowledge and agree that OSPL may, without notice, at any time and from time add to, vary, alter, suspend or remove the Electronic Trading Service in whole or in part without giving any reason and

without incurring any liability.

(d) No Warranty

- (i) All Content (defined in sub-Clause (h) of this Part A) provided through the Electronic Trading Service is provided on an "as is", "as available" basis. OSPL does not warrant the results that may be obtained from the use of the Electronic Trading Service or the accuracy, timeliness, adequacy or reliability of any Content obtained through the Electronic Trading Service, whether or not the Content is from OSPL, or any other third party, and OSPL expressly disclaims liability for errors or omissions in the Content. Notwithstanding any other provisions of these terms and conditions, no warranty of any kind, implied, express or statutory, other invasive or damaging code, is given in conjunction with the Electronic Trading Service, the Content and/or the Security Devices.
- (ii) You acknowledge that the Content may include share price data, market breaking news and messages from dealers and remisiers which are provided for informational purposes only. For the avoidance of doubt, all messages from dealers and remisiers, if any, are all times provided by the dealers and remisiers in their personal capacity and not on behalf of OSPL. Without prejudice to the generality of sub-clause (i) above, OSPL makes no representations as to the accuracy, timeliness or adequacy of all such information and/or data. Neither OSPL nor any of its data or content providers shall be liable for any errors or delays in the Content furnished through the Electronic Trading Service or the OSPL Website, or for any actions taken in reliance thereon.

(e) Security

- (i) You undertake to ensure (including taking all necessary precautions) that:-
  - (1) all Security Devices are kept completely confidential and secure; and
  - (2) there is no unauthorised use or abuse of the Security Devices.
- (ii) You undertake to notify and/or contact OSPL immediately ("Security Notification") if you become aware or have reason to believe, or suspect that:-
  - (1) such Security Devices have become known or have been revealed to any other person; and/or
  - (2) there has been unauthorised use of the Security Device, ("Compromised Security Device") and you shall immediately cease to use such Compromised Security Device until further notice from OSPL. Any Security Notification given verbally or electronically shall be confirmed in writing by you and received by OSPL within 24 hours of the verbal notification, failing which OSPL shall not be obliged to act upon the Security Notification.
- (iii) In the event that a Security Notification has been received by OSPL, you understand that OSPL shall cease to process any outstanding Electronic Instructions, unless you instruct OSPL to carry out these outstanding Electronic Instructions.
- (iv) You acknowledge that OSPL shall be entitled to deactivate or revoke the use of any one or more of the Security Devices at any time without assigning any reason and without prior notice to you.
- (v) You acknowledge and confirm that you shall be bound by all Electronic Instructions and transactions resulting from any Electronic Instructions made which are referable to any compromised Security Device until such time as OSPL has received the Security Notification from you and has effected cancellation of the Compromised Security Device, and accordingly, you agree that you will be liable for all such transactions which were processed by OSPL prior to or at the time of such notification, or which OSPL, notwithstanding its reasonable endeavours, was unable to stop the processing of.

- (vi) You hereby agree that OSPL shall not be liable in contract, tort (including negligence or breach of statutory duty) or otherwise, for any damages, losses, expenses or costs whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of:-
- (1) any transaction resulting from any Electronic Instruction made by you or purportedly made by you and referable to such Compromised Security Device and which was processed by OSPL prior to or at the time of such cancellation, or which OSPL, was unable to stop the processing of; or
  - (2) any failure by OSPL to carry out any Electronic Instruction referable to a Compromised Security Device which was outstanding as at the time OSPL cancels such Compromised Security Device and which OSPL had stopped the processing of.
- (vii) For the purposes of this Clause 11, an Electronic Instruction shall have been "processed" where OSPL had commenced carrying out the Electronic Instruction and it is no longer reasonably able to cancel or revoke the transaction without causing prejudice to OSPL as determined by OSPL in its sole discretion, and an Electronic Instruction is "outstanding" where it is at any stage prior to being processed.

(f) Evidence

You agree that the Electronic Instructions, though in electronic form, are original and written documents. You shall not dispute or challenge the validity, enforceability or admissibility of any Electronic Instruction on the grounds that it is not a written document or not an original document and you hereby waive any such right that you may have at law. You agree that any exchange of the Electronic Instructions in electronic form which, if made in writing would constitute a binding contract, shall similarly bind both OSPL and you as a binding contract and shall satisfy any rule of law or evidence that such a contract has to be made in writing.

(g) Confirmation From OSPL

You understand that the transmission of Electronic Instructions to OSPL through the Electronic Trading Service may not be received by OSPL for reasons beyond OSPL's reasonable control including but not limited to mechanical, software, computer, telecommunications or electronic failure. You further acknowledge that unless you receive confirmation of receipt of the same from OSPL, Electronic Instructions may not have been received and accordingly, may not be processed or accepted by OSPL. You acknowledge and agree that OSPL shall not be liable to you in any way for any loss or damage whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission or failure of transmission of Electronic Instructions to OSPL through the Electronic Trading Service or any lack of confirmation of receipt of any Electronic Instructions by OSPL for whatever reason. You acknowledge and agree that OSPL does not warrant the security of any information transmitted by or to you using the Electronic Trading Service and you hereby accept the risk that any information transmitted or received using the Electronic Trading Service may be accessed by unauthorised third parties and/or disclosed by OSPL and by its officers, employees or agents to third parties purporting to be you or purporting to act under your authority. You will not hold OSPL or any of its officers, employees or agents responsible or liable, in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any such access or disclosure or for any damages, losses, expenses or costs (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you as a result of any such access or disclosure.

(h) Intellectual Property Rights

- (i) You acknowledge that:-
- (1) the content, including but not limited to text, software (including any HTML, WML, WMLscript, java, java script, java CGI script

- or any other computer code), music, sound, photographs, video, graphics, graphical user interface, forms, diagrams or other material, used in connection with, incorporated or contained in or presented to you through the Electronic Trading Service; and
- (2) any materials (including any software or computer code of any kind and user manuals) and/or information presented to you by OSPL for use with the Electronic Trading Service,

(all the aforementioned content and/or materials to be collectively referred to as "Content") are the exclusive property of OSPL and/or its third party licensors.

- (ii) You acknowledge and agree that you are only permitted to use the Content as expressly authorised by OSPL. These terms and conditions does not transfer any right, title or interest in the Electronic Trading Service or the Content to you and you may not copy, reproduce, distribute, publish, resell or commercially exploit the Content or create derivative works from this Content without expressly being authorised to do so by OSPL.
- (i) Software, Hardware & Security Devices

You acknowledge and agree that OSPL reserves the right to change the type or versions or specifications of any hardware or equipment that you may be required to use for the Electronic Trading Service, and in the event such requirements are not met by you, OSPL may reject any Electronic Instructions sent by you and/or terminate these terms and conditions forthwith.

- (j) Interactive Pages

(i) OSPL does not monitor the material which is posted by users on to the interactive forum elements on the Electronic Trading Service or the OSPL Website and OSPL accepts no responsibility or liability for such material. You shall be solely responsible for the contents of all material which you post and you hereby agree not to post any defamatory, indecent, blasphemous, abusive, threatening, illegal, unlawful or infringing material through the Electronic Trading Service or on to the OSPL Website. You will indemnify and hold OSPL harmless against all and any claims, costs, damages and losses (including reasonable Legal fees) arising out of or connected to your breach of this provision.

(ii) You acknowledge that OSPL shall have the right (but not the obligation) in its sole discretion to remove, block, reject or relocate any Content that violates these terms and conditions or which is otherwise objectionable.

- (k) No Offer or Solicitation

The content of the OSPL Website shall not be used or considered to be an offer to sell or a solicitation to buy securities or any other instruments or products from OSPL or its affiliates. It shall be your responsibility to ensure that you do not contravene any local and/or foreign laws or regulations before using the Electronic Trading Service or dealing in any product referred to in the OSPL Website. You shall be deemed to have complied with all applicable local laws and regulations when you continue to access the OSPL Website.

- (l) Records of OSPL

You acknowledge and agree that the records of OSPL and any records of the instructions, communications, operations or transactions made or performed, processed or effected through the Electronic Trading Service by you or any person purporting to be you, acting on your behalf, with or without your consent, or any record of transactions relating to the operation of the Electronic Trading Service and any record of any transactions maintained or by any relevant person authorised by OSPL relating to or connected with

the Electronic Trading Service shall be binding and conclusive on you for all purposes whatsoever and shall be conclusive evidence of the transaction and your liability to OSPL. You hereby agree that all such records are admissible as evidence and that you shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and hereby waives any of your rights (if any) to so object.

(m) Termination of The Electronic Trading Service

- (i) You acknowledge that OSPL shall be entitled in its absolute discretion to:-
  - (1) forthwith deactivate or revoke the Electronic Trading Service without any reasons at any time by giving notice in writing; and
  - (2) forthwith revoke your right to access and/or use the Electronic Trading Service immediately if you are in default of these terms and conditions and to suspend your use of the Electronic Trading Service while OSPL is investigating whether such default may have occurred.
- (ii) Immediately upon the termination of these terms and conditions by either party for whatever reason or where your right to use and/or access the Electronic Trading Service has been revoked pursuant to sub-clause (i) above, you agree that you shall forthwith cease to use any Security Devices and/or the Electronic Trading Service.

(n) Exclusion of Liability from use of the Electronic Trading Service

You agree and confirm that OSPL shall in no event be liable for any direct, indirect, incidental, punitive, special or consequential damages or economic loss whatsoever caused arising directly or indirectly in connection with the Electronic Trading Service and/or any Electronic Instruction, including but not limited to:-

- (i) losses, damages or costs suffered or incurred by you arising from or referable to the Electronic Instruction given by you being incorrect or inaccurate in any manner whatsoever;
- (ii) losses, damages or costs suffered or incurred by you as a result of use of the Compromised Security Device by any party;
- (iii) losses, damages or costs incurred as a result of any prohibition, restriction, delay in use or access of the Electronic Trading Service caused by any laws and/or regulations of Singapore or any other country;
- (iv) losses, damages or costs incurred under or as a result of any service agreements prescribed by telecommunications carriers and/or Internet and/or network service providers or as a result of any act or omission of telecommunications carriers and/or Internet and/or network service providers;
- (v) any error(s) in transmission of the Electronic Instructions that might have been transmitted through the Electronic Trading Service or transmission by OSPL of any other data or information through the Electronic Trading Service; and/or
- (vi) damages for loss of profits, goodwill, use, data or other intangible losses (even if OSPL has been advised of the possibility of such damages) arising from or in connection with: (i) any use, inability to use or interruption in the use of the Electronic Trading Service for any reason whatsoever; or (ii) any system, hardware, software, telecommunications, server or connection failure, error, omission, interruption, delay in transmission, computer virus, and other malicious, invasive, destructive or corrupting code, program or macros.

(o) Indemnity

You hereby agree to indemnify OSPL, and to keep OSPL harmless from any losses, damages, costs, charges or expenses which OSPL may suffer as a result of or in relation to (a) your instruction or orders; (b) any breach by you of these terms and conditions; and/or (c) your use or purported use of the Electronic Trading Service including but not limited to:-

- (i) Any unauthorised use by any party of the Security Devices;
- (ii) Any:-
  - (1) failure or malfunction in the customer's hardware and/or software used in connection with the Electronic Trading Service; or
  - (2) any viruses and other malicious, invasive, destructive or corrupting code, program or macros, Trojan Horse, worms, logic bombs or other software routine or hardware components designed to permit unauthorised access which have been introduced by you to the Electronic Trading Service, which affects or causes the Electronic Trading Service and/or OSPL's hardware, software and/or other automated systems to fail or malfunction.

12. Events of Default

Each of the following shall be deemed to be an Event of Default:-

- (a) the commencement, presentation, filing or institution by petition, application, order for relief or otherwise of any bankruptcy, insolvency, composition, dissolution, reorganisation, arrangement, liquidation or other analogous event relating to you or any provider of Collateral under any applicable law;
- (b) if you are insolvent or are unable to pay your debts as and when they fall due or if you threaten to stop or suspend payment of all or a material part of your debts, begin negotiations or take such further steps with a view to deferring, rescheduling or re-arranging all or any part of your indebtedness or make or propose to make a general assignment or composition for the benefit of your creditors or a moratorium is declared in respect of all or substantially all your indebtedness;
- (c) the appointment of a receiver, custodian, judicial manager or trustee in respect of part or substantially the whole of your property or undertaking;
- (d) if you fail to pay any amount due under these terms and conditions or under any Contract;
- (e) if you fail to observe any condition or perform any obligation in the Agreement or any Contract and such default continues and remains unrectified after 3 Market Days of our written notice to you to remedy the same. In particular, an Event of Default shall be deemed to have occurred if you fail to deliver or accept delivery (when due) of any Securities and such default continues for 3 Market Days after our written notice to you;
- (f) if you fail to maintain the value of any Collateral or fail to provide additional Collateral within 2 Market Days if requested by us to do so from time to time;
- (g) all or a substantial part of your assets are transferred or otherwise disposed of by you or are seized, nationalised, expropriated or compulsorily acquired by any government or agency;
- (h) any legal proceedings is instituted against you which in our opinion may materially affect your ability to perform your obligations under these terms and conditions or any Contract;
- (i) any representation is or turns out to be incorrect or misleading in any material aspect;
- (j) an event of default (howsoever described) has occurred under any agreement, debenture, mortgage or instrument which results in any of

your liability or indebtedness becoming or being declared or is capable of being declared due and payable prior to its stated date of payment or if you fail to duly pay any amount under any such arrangement when due or on demand;

- (k) there is a material adverse change in your financial position which, in our reasonable opinion, may affect your ability to perform your obligations under these terms and conditions or any Contract;
- (l) if you (for individuals) shall become deceased, become bankrupt or incapacitated; and
- (m) if any of the foregoing events occur in relation to any of your co-surety, co-obligor or guarantor of your obligations hereunder.

At any time if an Event of Default has occurred, we may elect, at our sole discretion and by notice specify the relevant Event(s) of Default and declare that:-

- (i) all Contracts shall be terminated as of the date specified in such notice. All monies payable by you, whether actual or contingent, shall become immediately due and payable and the Collateral taken in respect of any of your Liabilities hereunder shall become immediately enforceable; and/or
- (ii) terminate our relationship and demand that you fully settle all your Liabilities with us; and/or
- (iii) sell all securities held in the Account or in custody; and/or
- (iv) apply the net proceeds of sale towards settlement of your Liabilities with us.

### 13. Indemnity

You shall indemnify and keep us fully indemnified from and against:-

- (a) all losses, damages, liabilities, costs, expenses, charges, fees or penalties suffered by us as a consequence of providing the Services and/or the protection and enforcement of our rights hereunder or by reason of unpaid calls on shares and loan securities, or by reason of your inability to perform your obligations hereunder (whether before or after declaration of an Event of Default);
- (b) any increased cost, reduction, payment or foregone interest or other return suffered by us if we determine that the introduction or change in any applicable law, regulation or directive of any government or agency of any state, our cost of maintaining or providing the Services or any funding hereunder is increased;
- (c) the receipt or recovery by us of any amount in respect of your obligation in the Contract Currency shall constitute a discharge only to the extent that we are able, in accordance with our usual practice, to purchase the Contract Currency with the currency so received. You shall indemnify and keep us indemnified in respect of any shortfall arising therefrom, which shall constitute a separate and independent obligation under these terms and conditions; and
- (d) all losses, damages, liabilities, costs, expenses, charges, fees or penalties:-
  - (i) as a result of acting upon the request made pursuant to Clause 18(h) or arising from the conversion of the Scrip Securities (defined in Clause 18(h)) into Book-Entry Securities or vice versa; and
  - (ii) arising out of the holding of the Securities.

### 14. Limitation of Liability

OSPL shall not be liable for any loss or damage whatsoever (including any indirect, economic or consequential loss) that you may suffer or incur due to any act or omission of OSPL, its officers or employees or any of its appointed agents or servants in the execution or performance of any transaction which

OSPL is authorised to conduct pursuant to these terms and conditions or as otherwise instructed by you except for any act, omission or default caused by the wilful default or gross negligence of OSPL, its officers or employees.

15. Joint Accounts

If an Account is opened or maintained in the name of more than one person or a partnership, each joint account holder jointly and severally represents, warrants and undertakes as follows:-

- (a) the term "you" in these terms and conditions shall refer to each person or partner jointly and severally, and the liability of each such person or partner to OSPL shall be joint and several;
- (b) OSPL shall be entitled to debit that Account at any time in respect of any sum howsoever due or owed to OSPL by any of the persons in whose name the Account is opened or maintained or constituting the partnership;
- (c) Each joint account holder shall not be discharged, nor shall the liability of each joint account holder be affected by, any discharge, release, time, indulgence, concession, waiver or consent at any time given or effected in relation to any one or more of the other such persons;
- (d) Any one of the joint account holders shall have full authority to give any Instructions with respect to the Account. Accordingly, any relevant Instruction or notice from any one of the joint account holders shall be deemed to be given for and on behalf of all the joint account holders and shall be binding upon the other joint account holder(s) as if the Instruction or notice came from all joint account holders and that the other joint account holder(s) had expressly authorised the other joint account holder to so issue the notice or Instruction. If prior to acting on Instructions received from any such person, OSPL receives contradictory Instructions from another such person, you agree that OSPL may thereafter choose to cease such action until the collective and consensus Instructions of all joint account holders are received in writing, and shall not be liable in any way whatsoever for any losses, damages, costs and expenses arising due to or as a consequence of not acting until such Instructions of all joint account holders with regards to such action are received by OSPL;
- (e) Without prejudice to the generality of the above, in the absence of express instructions as to which one of the joint account holders is authorised to collect or receive Securities or money from OSPL, delivery or transfer of the Securities or money by OSPL to any one of the joint account holders is deemed to fulfil OSPL's delivery obligations to all account holders;
- (f) Any demand, notice, confirmation, report, statement and other communication if addressed to you and sent in accordance with these terms and conditions, shall be binding on all joint account holders notwithstanding that they have not been sent to or received by any of the joint account holders;
- (g) OSPL is entitled to treat each joint account holder generally as authorised to deal with OSPL in connection herewith as fully and completely as if the other joint account holder or holders has no interest herein. Accordingly, all payments by OSPL to you may be made in favour of or to any joint account holder; and
- (h) The doctrine of survivorship shall apply to any Account opened in the joint names of more than one person or in the name of a partnership.

16. Collateral

- (a) Collateral may be required by us as security for your obligations under these terms and conditions and the Contracts. You shall maintain at all times sufficient Collateral as determined by us in our discretion. We reserve our right from time to time to call for the provision of additional Collateral as we think necessary. You shall procure that any third party to which this clause may apply to immediately upon our request and at your expense, make,

sign, execute, do and perform all such further acts, deeds, assurances or things as we may require to perfect, enforce or protect the Collateral or any part thereof and our title to the security thereby created and to give effect to any of the rights conferred on OSPL by reason of any of the foregoing (including any assignment).

- (b) As a continuing security for the payment and satisfaction on demand of all monies and liabilities and the performance of all obligations hereunder which are now or at any time may be due, owing or incurred from or by you to OSPL, you hereby charge to OSPL, free from all encumbrances and adverse interests, by way of first fixed charge, all Securities which are or have been deposited with or are held by OSPL or its nominee; and by way of a fixed legal mortgage all securities, the title of which has been transferred by you or your nominee to OSPL or its nominee, in each case, including dividends, interests, rights, monies or property accruing in respect thereof.
- (c) In the event that you fail to comply with our demand for additional Collateral, we may, at our discretion and if the circumstances so require, without notice to or consent from you, withdraw from any of your Accounts sufficient amounts in payment of and/or set off any Collateral held by us (including the liquidated value of any non-cash Collateral) against such additional Collateral or to deal with any of your outstanding Contracts in such manner as we think fit.
- (d) Section 25 of the Conveyancing and Law of Property Act (Chapter 61) shall not apply to the security created pursuant to this Clause 16 and we may exercise the powers of sale conferred on mortgagees by the Act (as may be varied or extended by these terms and conditions) free from the restrictions imposed by Section 25 thereof.

17. Investment of Monies received

- (a) You agree that OSPL shall be entitled to retain all of the interest earned from the maintenance of any monies standing to the credit of any Account; and
- (b) You agree that OSPL shall be entitled to retain all of the returns from the investment of monies received on your Account. Such investment of monies shall be carried out in accordance with the SFA.

18. Custodial Service

- (a) OSPL shall receive and hold in custody the Securities delivered to or deposited with it or its sub-custodians (as defined below) and except for wilful default, shall have no liability in respect of such receipt and/or custody. Where the Securities are to be deposited with a sub-custodian, you agree that OSPL shall not be liable in contract, tort (including negligence or breach of statutory duty), equity or otherwise, for any damages, losses, expenses, costs or liabilities whatsoever (whether direct or indirect, or whether foreseeable or not) suffered or incurred by you by reason of or in consequence of or in connection with or arising out of OSPL delivering the Securities to such sub-custodian including but not limited to the following circumstances:-
  - (i) any Securities being lost, stolen or destroyed in transit during delivery; or
  - (ii) any loss of opportunity whereby the value of the Securities could have been increased or for any decline or loss in value of the Securities, for whatever reason;

even if advised of the possibility of such damages. Without prejudice to the generality of the foregoing, the duty of OSPL in respect of such Securities shall be limited to acting in good faith in respect to any action or inaction in relation to the custody of such Securities. OSPL shall be under no duty to insure the Securities held by it and shall not itself be deemed to be insurer thereof and the Securities whether held by OSPL or deposited with a sub-

custodian are held (subject to the good faith duty of OSPL as custodian) at your sole risk in every respect. OSPL shall be under no duty to act on any notices of any issuers of Securities, whether the same include notices of rights or bonus issues, or of meetings or otherwise, in the absence of any instructions from you.

- (b) You warrant that the Securities deposited by you or your agent with OSPL are free from all charges, claims, interest and encumbrances other than those notified in writing to OSPL at or prior to such deposit and you are beneficially entitled to all the interest in the same.
- (c) Upon your request and at your sole risk and without thereby being required to make any warranty, whether of title or otherwise, in respect thereof, and always subject to you indemnifying OSPL against any or all adverse consequences that OSPL may incur or suffer (whether as a consequence of any implication in law or otherwise) relating to any such registration, OSPL may in its discretion submit any Securities for the purpose of registration provided that you shall sign and execute all instruments of transfer and any and all documents and do all other acts reasonably or incidentally required thereof.
- (d) Subject to the terms and conditions contained herein, OSPL shall hold, dispose of, or howsoever otherwise deal with the Securities on your written instructions (which includes instructions by telex, facsimile and electronic mail) or other person duly authorised in that behalf as it actually receives, provided always that you or such other duly authorised person shall ensure that at least 48 hours notice or two full working days' notice (whichever be the longer) is given to OSPL for compliance with any instruction as aforesaid, provided that OSPL may in its discretion act on instructions given or purported to be given otherwise than in accordance with this Clause which appear to be bona fide and shall not incur any liability by reliance on any such instruction should there in fact be any errors, ambiguities or other irregularities therein or therewith.
- (e) In the event the instruction(s) pursuant to sub-Clause (d) purports to instruct disposals of or dealings with any Securities that is not in the custody of OSPL, OSPL shall not be obliged to comply with the said instruction, but if it does so, OSPL shall be indemnified by you for any and all loss that it may thereby incur. For avoidance of doubt, the compliance by OSPL with any of your instructions as aforementioned shall not connote any warrant by OSPL that it in fact has the Securities (being the subject matter of the instructions) in custody.
- (f) Unless otherwise expressly provided, instruction pursuant to sub-Clause (d) shall continue in full force and effect until cancelled or superseded by subsequent instructions received and accepted by OSPL.
- (g) Without prejudice to the foregoing, OSPL has an absolute discretion but not an obligation to resort to and appropriate any Securities in its custody for the settlement of any trade done by you.
- (h) OSPL shall be under no obligation to notify you or convert any Securities evidenced by physical scrips ("Scrip Securities") in its custody to Book-entry Securities when the counter to which the Scrip Securities relate are designated for conversion into Book-Entry Securities and OSPL shall have no liability in this respect so long as it has acted in good faith. OSPL also shall be under no duty to permit or procure the withdrawal of conversion of Book-Entry Securities into Scrip Securities.
- (i) Without limiting the generality of sub-Clause (g) above, upon your request and at your sole risk, OSPL may in its absolute discretion deposit Scrip Securities with a relevant depository whether in the name of a depository agent or in your name for conversion into Book-Entry Securities, or vice versa as OSPL shall at its discretion decide provided that you shall sign and execute all instruments of transfer and any and all documents and do all other acts reasonably or incidentally required therefore.

- (j) OSPL may from time to time procure that its duties hereunder be carried out through any of its offices or branches or any sub-custodian (whether associated with OSPL or not) or any securities depository or depository agent (all of which such entities to be hereafter referred to as "sub-custodians", and any of which a "sub-custodian") and where such sub-custodian holds the Securities subject to terms and conditions in addition to those set out hereunder, then you agree to also be bound to such terms in addition. OSPL shall have no liability to you for any acts and omissions of such sub-custodian provided that the selection and continued appointment of such sub-custodian was done in good faith.
- (k) You agree that OSPL may, for the purpose of the safe custody of your Securities denominated in a foreign currency, maintain the custody account with a custodian outside Singapore which is licensed, registered or authorised to act as a custodian in that country where the Account is maintained. To the extent that any such Securities are deposited with or held through third parties whether in Singapore or elsewhere, you acknowledge that OSPL may have principal liability in connection therewith and you agree that OSPL may take such action as it deems fit in relation to the Securities in order to avoid loss, damage, costs charges and/or expenses charged by such third party.
- (l) You agree that such Securities may be held together with the Securities of other customers of OSPL, in the name of OSPL or otherwise. You acknowledge the benefit that it can derive from such a service and the consequent risk of such securities being deemed the securities of OSPL and any other risk associated therewith. Your interest in the Securities may not be identifiable by separate certificates, or other physical documents or equivalent electronic records. OSPL shall maintain records of your interests in the Securities that have been held together.
- (m) OSPL shall at all times have a general and continuing lien over all or any of the Securities in its custody to secure the payment of all monies now or later due payable actually or contingently whether under these terms and conditions or otherwise howsoever. Additionally, all your accounts with OSPL, so far as the law permits, shall at the option of OSPL be deemed to be a single running account and/or OSPL shall have the right to combine all or any of your accounts from time to time and at any time without giving notice to you. Further, OSPL may set-off from time to time and at any time any obligation owing by you (whether arising under these terms and conditions or not) against any obligation owing by OSPL (whether arising under these terms and conditions or not).
- (n) Further without prejudice to any other right that OSPL may have (whether hereunder or under law), it may retain the Securities by way of mortgage to secure the payment all monies now or later due payable actually or contingently whether under these terms and conditions or not, and if you fail to pay such fees, charges and expenses within fourteen (14) days after a demand or payment is mailed by registered post addressed to you at your address, to have all or any of the Securities registered in the name of OSPL or of others appointed by it and to collect all or any of the Securities, and to sell or dispose in such manner of sale or disposition as it deems fit all or any of the Securities upon such terms and conditions as OSPL may see fit, and to apply the proceeds of any such collection or sale, after deduction of the expenses thereof, in payment or reduction of such fees, charges and expenses.
- (o) You shall not without the consent in writing of OSPL assign, transfer, dispose of, create or attempt to create any security or encumbrance over all or any of the Security in custody of OSPL in favour of anyone other than OSPL.
- (p) Any stamp duty payable shall be paid by you and if OSPL pays the same first, then you shall indemnify and pay OSPL for the same immediately on the request of OSPL or demand for the same, failing which OSPL shall

have the rights set out in this Clause 18 as regards mortgage and sale of the Securities as security and towards payment of the stamp duty paid by OSPL.

- (q) (i) In so far as Securities are registered in the name of or held on your behalf to the control or direction of OSPL, OSPL will use its reasonable endeavours upon its actual receipt of notice of any right to subscribe for shares, warrants, bonds or other Securities accruing, offered or accruing to the benefit of the Securities which have been purchased or held on your behalf (collectively, "Accrued Rights") to notify you of the same in accordance with these terms and conditions.
- (ii) If you wish to exercise all or part of such Accrued Rights of to apply and subscribe for excess rights, you shall give such instructions to that effect to OSPL and where necessary make the necessary payments in reasonably sufficient time for OSPL to exercise or procure the execution of such instructions. OSPL shall not be obliged to use more than its reasonable endeavours to execute your instructions as aforesaid, and OSPL shall have no liability if notwithstanding reasonable efforts, the instructions are not executed for any reason. For the avoidance of doubt, if OSPL does not receive any notification of the Accrued Rights for any reason whatsoever or if no instructions from you (accompanied by payment where applicable) with respect to any Accrued Rights is received within the stipulated time, OSPL shall not be liable for any non-exercise of all or any part of the Accrued Rights.
- (iii) You agree and acknowledge that rights generally available or accruing to the holder of any Securities may, under the laws of foreign jurisdictions, not be available to or accrue to the benefit of or be offered to you and you agree that in such circumstances, OSPL shall not be responsible to inform you, inquire, investigate, take any action or make any demands in relation to such rights and you shall have no recourse against OSPL for any claims whatsoever arising out of or in connection with or in relation to such rights.
- (r) (i) OSPL shall have no duty or responsibility to notify you of any proxy or other documents received by it in respect of the Securities held or registered with OSPL or to send any proxy or other documents to you.
- (ii) In addition, OSPL shall have no duty or responsibility to attend any meetings and no power to exercise or control the exercise of any vote on your behalf pursuant to its holding of the Securities except in accordance with any prior written instructions from you and upon such terms and conditions and indemnities and provisions for fees, charges, and expenses as OSPL may require.
- (s) You agree to pay such fees and charges as OSPL may from time to time prescribe in consideration of its services under this Clause and all reasonable expenses paid or incurred by OSPL, its agents or employees with respect thereto and OSPL may deduct any amount due to it against any of your Accounts with OSPL, which Accounts if in debit shall be subject to the usual charges and interest of OSPL.

#### 19. Unclaimed Property

If there are any monies or securities (generally to be hereafter referred to as "property") in the Account which is unclaimed by you six years after OSPL receives such property and OSPL determines in good faith that it is not able to trace you, you agree that all property then standing to the credit of the Account together with such property as may from time to time continue to accrue to that Account (whether by way of dividends, interest or otherwise) may be forthwith be appropriated by OSPL to itself. You thereafter shall have no right to claim such property, you shall be deemed to have waived and abandoned all your rights to such property in favour of OSPL.

## 20. Set-Off and The Right of Consolidation

- (a) Without prejudice to any of OSPL's other rights and remedies, OSPL will unconditionally and at all times have a continuing right at any time and from time to time to combine or consolidate, without notice to you, all, some or any of your then existing accounts with OSPL whether opened pursuant to these terms and conditions or otherwise, in your name alone or which you hold jointly with others or to which you are beneficially entitled, and set-off or transfer any sum standing to the credit of any one or more such accounts in or towards satisfaction of any of your obligations or liabilities to OSPL whether such obligations or liabilities be of the same currency as the accounts or not and whether such obligations or liabilities be present, future, actual, contingent, primary, collateral or joint;
- (b) OSPL shall have the right and is hereby irrevocably authorised as your agent to take such measures (including sale) as OSPL at its sole discretion deems necessary to dispose or otherwise realise all properties from time to time in OSPL's possession or control and at the rate or rates determined by OSPL whether the same be held for safe custody, margin or otherwise, and whether pursuant to these terms and conditions or otherwise, in or towards satisfaction of any of your Liabilities. In the event that the sale proceeds or the amount available in your Accounts is insufficient, you shall accordingly be liable to pay us the shortfall.

## 21. Assignment

- (a) These terms and conditions shall be binding on OSPL and you and our respective successors in title and assigns. These terms and conditions shall also continue to be binding on you notwithstanding any change in your name or constitution or the name or constitution of OSPL, or the consolidation or amalgamation of you into or with any other entity, or the consolidation or amalgamation of OSPL into or with any other entity (in which case the terms shall be binding on the successor entity).
- (b) You may not assign its rights hereunder or under any Account without the express written consent of OSPL.
- (c) OSPL may assign any or all of its rights hereunder or under any Account to any person OSPL deems fit, or change the office through which any Contract is booked, or through which it makes or receives payments or deliveries for the purpose of any Contract.

## 22. Force Majeure

- (a) OSPL shall not be responsible or liable to you for:-
  - (i) delays or failure in performance, whether foreseeable or not; and/or
  - (ii) any losses, expenses or damages howsoever arising, whether foreseeable or not,resulting from or due to any circumstances or causes whatsoever which are not within the reasonable control of OSPL.
- (b) Without prejudice to the generality of sub-clause (a)(i) above, the following shall be regarded as circumstances and/or causes beyond OSPL's reasonable control:- (1) flood, lightning, acts of God, fire, earthquakes and other natural disasters (2) strikes, labour disturbances, lockouts, material shortages, riots, acts of war (3) acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental parliamentary or local authority or any governmental regulations imposed after the fact (4) import or export regulations or embargoes (5) power failure (6) acts or defaults of any telecommunications network operator (7) circumstances where communications lines for OSPL's computer systems (whether in Singapore or elsewhere) cannot be used for reasons attributable to third party telecommunications carriers.

- (c) The obligations of OSPL, so far as affected by circumstance or causes beyond OSPL's reasonable control, shall be suspended during the continuance of any delay or failure in performance so caused and such delay or failure shall not be a breach of these terms and conditions.

### 23. Termination

- (a) Notwithstanding any other provision of these terms and conditions, we may immediately, at our absolute discretion and at any time vary or suspend any or all of the Services without notice to you. Our right to terminate at any time may be exercised upon (i) the occurrence of an Event of Default; or (ii) if we are prevented from or hindered or delayed by reason of any action of any state or government agency or under any applicable law which makes it illegal or unlawful or impossible for us to perform the Agreement or any Contract; and (iii) in all other cases, 3 Market Days after the issue of a notice of termination to you.
- (b) You may terminate these terms and conditions upon giving to us at least 3 Market Days' written notice.
- (c) Termination under these terms and conditions or any part thereof shall not discharge or affect the Liabilities accrued prior to the date of such termination and shall be without prejudice to any Contract outstanding as at the date of termination. Our authority or the authority of any of our nominees or agents to arrange for settlement or closing of any outstanding Contract shall not be affected thereby.
- (d) Upon termination of the Services, you shall promptly issue to us Instructions relating to the transfer and delivery of Securities to you or to your account, failing which OSPL shall be entitled (with respect to the securities) to sell, dispose of any and all of the said securities (in any way and on such terms as OSPL deems fit). Thereafter OSPL is authorised to use the proceeds realised from any and every such sale and disposition to:-
  - (i) satisfy all its costs and expenses incurred referable to a sale and disposition as aforesaid;
  - (ii) thereafter to retain and apply the surplus in payment of all monies due to payable or which may become due or payable and referable to the Account; and
  - (iii) in so far as the sale proceeds may yield a surplus over and above what is required for (i) and (ii) above, such surplus (the amount if determined in good faith by OSPL shall be conclusive against you) together with any other monies held to your credit as aforesaid may be dispatched by registered post to you addressed to your mailing address by way of a cheque for such amount as good and satisfactory discharge of OSPL's obligation to pay over such sum to you. OSPL will also be entitled to exercise the preceding rights forthwith if it is unable to inform you (for any reason whatsoever) of OSPL's intention to terminate the Account or of OSPL's termination of the Account and OSPL has made a good faith determination that the exercise of such rights is reasonably necessary to mitigate against any potential losses it may otherwise have to sustain.
- (e) The obligation of OSPL of safekeeping or otherwise in relation to the Securities shall forthwith expire and the continued holding of the Securities by OSPL is at your sole risk and subject to the rights conferred upon OSPL under these terms and conditions.
- (f) Upon the termination of these terms and conditions and subject to OSPL being fully paid all monies now or later due payable actually or contingently whether under these terms and conditions or otherwise howsoever, OSPL shall deliver, or procure the delivery of all documents relating to the Securities and which are in the custody of OSPL to you or your agent as instructed in writing to OSPL.

- (g) If you fail to take delivery of the Securities within 14 days after notice to take delivery has been given by OSPL, OSPL is authorised to do the following:-
- (i) to despatch any of the Securities by registered mail to the address last notified by you in writing; or
  - (ii) to sell, dispose of in such manner of sale or disposition as it deems fit all or any of the Securities upon such terms and conditions as OSPL may see fit, and to apply the proceeds of any such sale or disposition, after deduction of the expenses thereof, in payment of all monies now or later due payable actually or contingently whether under these terms and conditions or not and in the event that there is excess proceeds, OSPL may hold such proceeds as security for your Liabilities, or at its option despatch a cheque for the amount of the excess by registered mail to the last address notified by you in writing.
- (h) You acknowledge that it is your duty to take delivery of the Securities. Where such Securities or cheques are despatched as aforesaid to you, the risk of loss, misplacement, conversion, destruction, damage or any other losses whatsoever and howsoever arising shall be borne by you.
- (i) You agree that OSPL shall be entitled to treat all Securities as fungible with any other Securities of the same issuer, class and denomination and you shall accept delivery of the Securities of the same issuer, class and denomination in place of those Securities deposited by you with OSPL. OSPL shall have no duty to keep or retain in its possession the Securities kept in custody for you so long as OSPL keeps and maintains Securities of a like nature or character.

#### 24. Consent to disclosure

- (a) You hereby expressly authorise and permit OSPL and each of its officers to divulge, reveal or disclose any or all of your particulars of your Account, including but not limited to your information relating to any transaction or dealings between you and OSPL:-
- (i) to any person or organisation participating in the provision of electronic or, without limitation, other services in connection with services utilized by you, whether in Singapore or elsewhere for the purpose of the operation of the Services including but not limited to investigating discrepancies or claims;
  - (ii) to any third party printer, agent or storage or archival service provided (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalized statements of accounts, labels, mailers or any other document or items on which your name and/or other particular appears, or any data or record of any document whatsoever;
  - (iii) to the police or any other public officer conducting an investigation in connection with any offence;
  - (iv) to any exchange, government or regulatory agency or authority or courts of Singapore and of the jurisdictions in which you have traded or where any of OSPL's overseas business operations are situated;
  - (v) to any entity of the OCBC Group for risk management purposes, for monitoring credit exposure of the OCBC Group, for purposes of centralisation of operations within the OCBC Group, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting financial products and services to you;
  - (vi) to any credit bureau, as well as the members of such credit bureau of which OSPL is a member;
  - (vii) to any assignee or transferee or prospective assignees or transferees of OSPL's credit facilities, business and undertakings of such part thereof;

- (viii) to any person with whom OSPL may enter into (or may potentially enter into) any participation or sub-participation in relation to any transaction or Service under, pursuant or otherwise in connection with, these terms and conditions;
  - (ix) to any person or entity participating in the merger/acquisition or proposed merger/acquisition of OSPL or its holding company with/by another company; and
  - (x) any other person or entity at any time:-
    - (1) which OSPL or any officer in good faith considers appropriate for any purpose in connection with these terms and conditions; or
    - (2) where such particulars of your Account was inadvertently divulged, revealed or disclosed to/or accessed by such persons or entities through no wilful default of OSPL or relevant officer.
- (b) You hereby authorise OSPL to make such enquiries and carry out such credit checks on you and to obtain from any third party any and all of your information with such third party as OSPL may in its sole discretion deem fit, and undertake to execute and deliver such document as OSPL may require for the purposes of such enquires, credit checks and assessments and the obtaining of such information, including but not limited to, a letter of authorisation in such form as OSPL may require.

#### 25. Anti-Money Laundering

You agree to provide any information as is necessary to verify your identity and do all things necessary to enable OSPL to comply with applicable anti-money laundering and "know-your client" laws and regulations. You agree that OSPL shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by the OSPL has not been provided by you.

#### 26. Time

Time shall be of the essence in respect of these terms and conditions and each Contract.

#### 27. Contracts (Rights of Third Parties) Act

The Contracts (Rights of Third Parties) Act (Chapter 53B) shall not under any circumstances apply to these terms and conditions and any person who is not a party to these terms and conditions shall have no right whatsoever under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any of these terms and conditions.

#### 28. Waivers

No act, omission or forbearance by us or any of our employees shall constitute a waiver of our rights unless the waiver is specified in writing by a director of OSPL.

#### 29. Communications

- (a) Any Confirmations, reports, notices or other communications given to you hereunder may be given in writing and sent by mail, postage prepaid, e-mail, telex, facsimile transmission or cable, addressed to you at your last known mailing address on our records or to such other address as you may from time to time notify to OSPL for this purpose only and shall be effective when despatched (notwithstanding that the same may be returned or not acknowledged), you shall accept all risks of non-delivery, late/delayed delivery and/or mis-delivery associated with each and every mode of communication.

- (b) You undertake to immediately notify us in writing of any change in your particulars (including, without limitation, your address, contact particulars, residency and tax status) given to us in the account application form or otherwise. Until notification of such change is received by us, we shall not be responsible or liable for acting on the basis of your last known particulars in our records.

30. Severability

- (a) In the event of any conflict or inconsistency, either now or in the future, between these terms and conditions and any applicable statute, rule, regulation, practice, constitution, custom, usage, ruling or interpretation, the affected provision(s) of these terms and conditions shall be deemed modified or superseded as the case may be and all other provisions of these terms and conditions and the provision(s) so modified shall in all respects continue in full force and effect.
- (b) If any term (or any part thereof) of these terms and conditions is found to be invalid or unenforceable, all other provisions shall remain in full force and effect.

31. Governing Law

These terms and conditions and the Contracts shall be governed by and construed in all respects in accordance with the laws of Singapore. However, we are at liberty to initiate and take actions or proceedings or otherwise in Singapore or other jurisdictions as we deem fit. You hereby agree that where any actions or proceedings are initiated in Singapore, you shall submit to the jurisdiction of the Courts of Singapore.

32. Translations

We may, at our discretion, translate these terms and conditions into a language other than the English language. In the event of any ambiguity, discrepancy or omission between the English text and any translated text, the English text shall prevail.

## SECTION B: TERMS AND CONDITIONS GOVERNING SECURITIES TRADING

The terms and conditions in this Section B shall apply to all securities trading accounts opened and maintained with OSPL. If any securities trading account is opened or maintained subject to some other terms, then these terms are in addition to those other terms. In the event of any conflict or inconsistency between the terms and conditions in this Section B and the General Terms and Conditions in Section A, the terms and conditions in this Section B shall prevail.

### 1. Instructions and Orders

- (a) OSPL shall be entitled to buy and sell Securities for or deal with monies in the Account or perform any other transaction relating to the Account upon your Instructions.
- (b) Unless you specifically request and such request is accepted by OSPL, any Instructions given by you are good only for the Market Day of the exchange in which such instruction is given and shall thereafter lapse at the end of such Market Day.
- (c) OSPL shall be under no obligation to give effect to any Instructions and shall be entitled (at its sole and absolute discretion) and without assigning any reason, to refuse to accept any of your Instructions or to execute only part of any Instruction. OSPL shall not be liable or responsible for any losses, damages, costs and expenses suffered by you as a result of any such refusal or any partial execution of any Instruction.
- (d) You acknowledge and accept that when giving Instructions for Securities, there will be times when a quoted price will change prior to the execution of the trade due to market circumstances and that not all Instructions will be executed in chronological sequence with the Instruction being given. In such circumstances, you agree to release OSPL from any liability arising therefrom.
- (e) Without prejudice to the foregoing, OSPL may, at its absolute discretion and in accordance with the SGX Rules, debit your orders to purchase any Securities to a suspense account if such orders are unlikely to be completed during a Market Day. You agree that OSPL is entitled to treat all outstanding positions in such suspense account relating to your transactions as belonging to you (and not OSPL).

### 2. Limitation on the authority of dealers and remisiers

No dealer or remisier may waive or vary any rights of OSPL under these terms and conditions nor may they accept any liability on behalf of OSPL.

### 3. The right of OSPL to delegate execution and to use correspondent brokers

You acknowledge and consent to OSPL delegating to and/or using brokers in other jurisdiction for the execution of your orders with respect to securities listed and traded in those jurisdictions. So long as OSPL uses reasonable care in the selection of such brokers, OSPL shall have no liability or responsibility referable to any default or negligence of such foreign brokers.

### 4. Principal obligations of OSPL to foreign brokers or in respect of trades in a foreign jurisdiction

- (a) You acknowledge and agree that where OSPL uses a foreign broker to execute your orders, OSPL may have to accept sole and principal responsibility to the foreign broker for the executed order (notwithstanding that as between you and OSPL, OSPL is in fact your agent). Accordingly, you shall indemnify OSPL against any and all actions which OSPL deems in good faith necessary to ensure that OSPL will not be in default of its said

principal obligation or responsibility. The foregoing right of OSPL will apply even though between you and OSPL, you may be in actual or anticipatory default. The foregoing indemnity in favour of OSPL is in addition to any other right that OSPL may have (whether expressly provided as between the parties or implied by law).

- (b) In view of the fact that OSPL may have to accept principal responsibility and/or liability to a foreign broker, you also acknowledge and consent to the fact that any securities (which as between OSPL and you is to be regarded) as purchased by you will be regarded in any and/or every of such foreign jurisdiction as being the securities purchased by OSPL for itself. This may (in some instances) result in prejudice to you and you accept and consent to this.

5. National legislations, stock market rules and central depository rules to apply

All transactions for your Account must be made in accordance with and be subject to all applicable Singapore statutes, laws and regulations governing securities transactions including without limitation, the SGX Rules and where applicable, the rules, bye-laws and regulations of such other exchange or market where the transactions are effected. Where the securities are centrally deposited and transferred by way of electronic book-entries, the transactions shall, in addition, be governed by the law and rules governing the relevant central depository.

6. Commissions, fees, costs and other charges

You agree to pay OSPL such commissions, fees, costs and other charges (including any fees or charges for the Electronic Trading Service) at such rate or rates as OSPL may from time to time decide and as may be prescribed by the SGX Rules. All sums to be paid by you to OSPL shall be in Singapore currency (or such other currencies as are acceptable to OSPL) and are exclusive of all taxes and duties (including but not limited to Goods and Services Tax ("GST")). All taxes, duties and levies (including without limitation, GST) imposed by Singapore law on any payments made under these terms and conditions shall be borne solely by you. You acknowledge that OSPL reserves the right to vary the commissions, fees, costs and charges from time to time. You agree that your continued use of the Account and/or the Electronic Trading Service after such variation constitutes an affirmative acknowledgement by you of such variation and agreement by you to pay the commissions, fees, costs and/or charges as varied by OSPL. You authorise OSPL to debit such commissions, fees, costs and charges incurred by you from any account(s) (whether single or joint) which you have with OSPL.

7. OSPL's Right to Force Sell

You understand that if you do not pay for any securities which you have purchased by the due date of the purchase contract, OSPL has the right to force sell any or all of these securities. OSPL may (without prejudice to its rights under these terms and conditions) but need not exercise this right on any day after the day on which the right to force sell first arose. OSPL will not be liable to you for any losses suffered by you as a result of any fall in the market price of the security between the first day the right to force sell arose and the day it actually sells the securities.

8. Non-reliance on advice of OSPL

Without prejudice to Clause 1 in these terms and conditions, you agree that you will not make any orders in reliance on any representation, advice, view, opinion or other statement made by OSPL, its employees or any dealer or remisier associated with OSPL. If contrary to the foregoing, you do so rely on them, you shall not hold OSPL either directly or indirectly liable for any losses suffered by you.

9. Non-reliance on OSPL to exercise rights associated with securities purchased or held

In so far as securities are registered in the name of or held to the control or direction of OSPL, OSPL will use its reasonable endeavours upon its actual receipt of notice of any right to subscribe for shares, warrants, bonds or other securities accruing, offered or accruing to the benefit of securities (which as between OSPL and you) has been purchased by you, (hereafter collectively referred to as "Accrued Rights"), to notify you of the same by post addressed to your mailing address. If you wish to exercise all or part of such Accrued Rights, you shall give instructions (and where relevant accompanied by payment) to that effect to OSPL in reasonably sufficient time for OSPL to exercise or procure the execution of such instructions. In no event shall OSPL be obliged to use more than its reasonable endeavours to satisfy your instructions as aforesaid, and OSPL shall have no liability if notwithstanding its reasonable efforts, the instructions are not executed for any reason. If no instructions from you with respect to any Accrued Rights is received seven (7) days from the expiry of the same (regardless of whether OSPL has sent out to you notification of the same), you acknowledge that OSPL is in such a case entitled to exercise the Accrued Rights as it in good faith deems fit. Any payment made by OSPL for or in respect of the exercise of an Accrued Rights shall be for the account of you and you shall be liable therefore and indemnify OSPL for the same.

10. Margin Financing through other Financial Institutions

- (a) Where you concurrently maintain another trading account through a financial institution for the purpose of providing share margin financing to you, you authorise us to transfer any transactions you may have effected as agent for the said financial institution in that account to the Account should the said financial institution so request.
- (b) Where you obtain financing from a bank or other institution on an ad hoc basis, you authorise us to deliver Securities to such financing bank or institution as your trading representative may from time to time instruct us.

11. Delinquent/Disputed Accounts

OSPL may, in its sole and absolute discretion, report delinquent and disputed accounts to the SGX-ST from time to time. You further consent to the reporting of the pertinent particulars relating to your Account, including, but not limited to, your name, address and NRIC/Passport number and claim amount and such other appropriate information, in the event that your Account is classified by OSPL (in its sole discretion) as delinquent or disputed.

12. Power of Attorney

You, by trading with or through OSPL with respect your Account(s) confirm the irrevocable appointment of each and every director and manager of OSPL (on a several basis) for so long as they are a director/manager (as the case may be) of OSPL as your attorney for each and all of the purposes of these terms and conditions and with power to sign and execute all documents and perform all acts in your name and on your behalf whether in respect of any transaction referable to an Account or in respect of anything required to facilitate or give effect and/or substance to the rights conferred on OSPL under these terms and conditions and anything reasonably ancillary thereto.

13. What you should do when you receive statements and contract notes

Whenever you receive any statements of account or contract notes from OSPL, you must read them carefully to find out if there are any mistakes, or if any other information has been left out, or if you disagree with any information stated in them. If your mailing address is in Singapore, you agree that you shall inform OSPL of any mistakes or omission or disagreements within the stipulated period

stated on the statements of account or contract notes and in any case not later than seven (7) days from the date of the statements of account or contract notes. If your mailing address is overseas, you have fourteen (14) days from the date of the statements of account or contract notes to inform OSPL. If you fail to do this, you agree that you no longer have the right to dispute the accuracy of the statements of account or contract notes. Accordingly, OSPL has the right to treat your silence as your representation that the statement or note is accurate. However, if OSPL finds out at any time that any statement or note is inaccurate, it may amend the statement or note.

## SECTION C: TERMS AND CONDITIONS GOVERNING SHARE FINANCING

The terms and conditions in this Section C shall apply to all Share Financing accounts opened and maintained with OSPL. If any share financing trading account is opened or maintained subject to some other terms, then these terms are in addition to those other terms. In the event of any conflict or inconsistency between the terms and conditions in this Section C and the General Terms and Conditions in Section A, the terms and conditions in this Section C shall prevail.

### 1. Definitions

The following definitions are applicable in this Section C:-

"Share Financing Facility" means the share financing facility which OSPL may from time to time offer or make available to you at your request, subject to these terms and conditions that OSPL may from time to time stipulate; and

"Marginable Securities" means Securities that are acceptable to OSPL.

### 2. The Facility and Purpose

(a) OSPL may, from time to time and at your request, provide you with a Share Financing Facility for the purposes of extending credit to you for securities transactions.

(b) Notwithstanding any other provisions of these terms and conditions, the Share Financing Facility may be cancelled at any time by OSPL and all sums and monies outstanding or owing by you to OSPL under or in connection with the Share Financing Facility shall become due and payable immediately upon demand. Upon such demand, you shall immediately repay all such sums and monies outstanding or owing by you to OSPL.

### 3. Charge over Marginable Securities

(a) You are required to furnish Marginable Securities to OSPL from time to time to secure your obligations under the Share Financing Facility.

(b) You shall complete and execute any and all documentation required to ensure that OSPL shall have a first and paramount charge and/or security interest over any and all your Marginable Securities with OSPL or otherwise subject to the control of OSPL whether deposited with and/or received by OSPL as margin or not.

(c) Upon the demand of OSPL, you shall substitute any of the Marginable Securities with cash or another form of security or Collateral in such form that is acceptable to OSPL. Upon such substitution, any cash or another form of security or Collateral which is substituted for any part of the Marginable Securities shall be subject to these terms and conditions as if it were charged from the date the Share Financing Facility first commenced, and any Marginable Securities which are substituted by cash or another form of security shall be released from the security interests created hereunder and redelivered and reassigned to you.

(d) Withdrawal of cash balances or cash amounts representing excess over margin shall be subject to the approval of OSPL and OSPL may refuse to approve any such withdrawal in order to preserve the margin at such levels as OSPL deems fit (whether or not in excess of regulatory requirements).

### 4. Share Financing Account Agreement

(a) Your Account shall at all times be subject to the provisions of all relevant SGX Rules. You are deemed to be familiar with all relevant SGX Rules when applying for a share financing account with OSPL.

(b) Without prejudice to the generality of sub-clause (a) above and in accordance with the requirements of the SGX Rules, you:

- (i) authorise OSPL to mortgage, pledge or hypothecate your Marginable Securities or property for a sum not exceeding the debit balance in your share financing account without OSPL having any obligation to retain in its possession or control the Marginable Securities of like character;
  - (ii) give OSPL the discretion, with or without prior notice to sell or dispose of any or all of the Marginable Securities in any manner in order to meet the margin requirements prescribed or imposed and/or varied by OSPL from time to time;
  - (iii) undertake that all margin deposited by you shall be in the form of cash, Marginable Securities and/or such other instruments as the relevant regulatory body may from time to time prescribe; and insofar as they comprise some other securities or property they will not be taken into account in calculating the value of the margin you are obliged to maintain pursuant to the SGX Rules;
  - (iv) undertake and will ensure that you will at all times comply with all margin deposit and/or maintenance requirements prescribed under the SGX Rules or otherwise imposed and/or varied by OSPL with or without notice to you (and you also acknowledge that this is reasonable in view of its obligations and/or exposure which OSPL undertakes in respect of the share financing facilities in connection with the share financing account). Such requirements may be of such nature as OSPL deems fit, including sub-limits for single securities or different valuations for different securities;
  - (v) ensure that all Marginable Securities in your share financing account are on a ready basis; and
  - (vi) ensure that you will at all times comply with such position and/or financial exposure limits which OSPL may notify you from time to time with respect to any single security that you may transact in with respect to your share financing account.
- (c) In this connection you agree that:-
- (i) should the equity in your share financing account fall below 140% (or such other percentage as may be prescribed by OSPL from time to time) of the debit balance OSPL is entitled to request (and you shall comply within 2 Market Days from the date of request or such other time period as OSPL may stipulate from time to time) to provide additional margin to bring the equity to not less than 140% (or such other percentage as may be prescribed by OSPL from time to time) of the debit balance and in the interim you are not permitted to effect any new transactions for your share financing account except to liquidate or close out outstanding positions;
  - (ii) should the equity in your share financing account fall below 130% (or such other percentage as may be prescribed by OSPL from time to time) of the debit balance, OSPL is entitled (but not obliged) in its absolute discretion and without notice to you to liquidate your share financing account (or any part thereof), including the Marginable Securities, to bring the equity to not less than 140% (or such other percentage as may be prescribed by OSPL from time to time) of the debit balance; and
  - (iii) you shall ensure that your equity balance is maintained at no less than 140% (or such other percentage as may be prescribed by OSPL from time to time) of your debit balance.

5. **No short selling**

You agree that no short selling shall be effected in relation to any Securities financed by the Share Financing Facility except with the consent of OSPL.

6. Temporary Increases

OSPL may, in its absolute discretion, grant to you a temporary increase beyond the credit limit set by it. You agree that any such temporary increase may be revoked by OSPL at any time without notice to you. You further agree that such increase or revocation shall be without prejudice to any of OSPL's rights under these terms and conditions, including the right to liquidate the Marginable Securities.

7. Interest on Share Financing Account

- (a) You shall pay OSPL interest on any and all debit amount(s) in your share financing account (remaining unpaid for a period as OSPL may notify you from time to time) until full payment at such rate of interest as may be notified to you from time to time.
- (b) You shall also pay OSPL a monthly administrative and service fee with respect to any and all debit balances remaining unpaid.

8. Right of OSPL, as Principal, to On-Lend your Marginable Securities

- (a) Notwithstanding any provision to the contrary in these terms and conditions (as may be revised from time to time) but subject to clause 9 below, you agree that with respect to all your Marginable Securities that is now or in the future in our possession and/or control (whether posted as Collateral to OSPL or otherwise), OSPL may:-
  - (i) on a title transfer basis on-lend the Marginable Securities as principal as if OSPL were the owner thereof to third parties in return for OSPL holding (as between you and OSPL) for the duration of such borrowing any collateral OSPL may receive from its borrower(s) (and which OSPL will ensure will be of such amount as is required of OSPL to provide under the Securities and Futures Regulations) for your benefit as security for the return of the borrowed securities; and/or
  - (ii) create over the Marginable Securities any encumbrance in favour of a third party by way of security, re-security, charge, re-charge, pledge, re-pledge hypothecation, re-hypothecation or otherwise to secure OSPL's obligations to a third party account (if mortgaged, pledged or hypothecated otherwise than on a pool basis and otherwise for an amount that does not exceed the aggregate amounts owed by all customers collectively in the pool to OSPL); and/or
  - (iii) assign, invest, use and otherwise dispose of the Marginable Securities for the benefit of OSPL either separately or together with identical property provided by other customers. You also agree in connection with the foregoing that no compensation will be payable to you in connection with the exercise of OSPL's rights under this Clause 8 and that OSPL is the sole beneficiary of any fee or commission that OSPL may earn from any exercise of OSPL's rights under this Clause 8.

9. Right to Return of Security

- (a) Notwithstanding any contrary provision elsewhere in these terms and conditions, and at the sole discretion of OSPL, you have a right to the return of your Marginable Securities (if any) or their respective equivalent only when you have discharged all your existing obligations to OSPL and properly terminated your share financing account with OSPL by the giving of the required notice for termination of the same.
- (b) For the avoidance of doubt, OSPL shall not be obliged with respect to any of your Marginable Securities or other property to retain the same in the possession or control of OSPL (being entitled to treat all of the same as fungibles) or to retain for the duration of your account with OSPL like Marginable Securities or property of equivalent amount.

- (c) Subject to your having discharged all your existing obligations and properly terminated your share financing account with OSPL and subject otherwise to the rights of OSPL under these terms and conditions (including any right of interim liquidation or sale of your Marginable Securities), you may demand OSPL to return to you like Marginable Securities (as relevant) of equivalent amount.
- (d) You also agree that notwithstanding any contrary provision elsewhere in these terms and conditions that in the event of your insolvency OSPL may at its option:-
  - (i) convert any obligation OSPL may otherwise have to return you Marginable Securities and/or property (other than cash) into an obligation instead to pay the aggregate market value for the same, and
  - (ii) exercise its general right of set-off (in addition to any other rights of set-off and/or consolidation of accounts or obligations OSPL may have at law or in contract).

#### 10. Liquidation of Securities

- (a) Without prejudice to any other right or remedy that OSPL may have under these terms and conditions, OSPL shall have the right (but not the obligation) to sell any or all the Marginable Securities forthwith without giving any notice to you upon the happening of any of the following events:
  - (i) the occurrence of an Event of Default; or
  - (ii) if you fail to make any payment when due, or provide adequate Collateral, such as depositing cash or additional securities upon OSPL's demand; or
  - (iii) if the equity in your margin account falls below a level prescribed by OSPL from time to time (or if OSPL has not prescribed a level, such other percentage prescribed by the relevant regulatory body where OSPL may exercise its right to force sell the Marginable Securities); or
  - (iv) if required to do so by any regulatory body, wherever situated, having jurisdiction over OSPL, or over the Marginable Securities.
- (b) Without prejudice to its rights under these terms and conditions, in exercising its power of sale, OSPL shall be entitled to sell all or any of the Marginable Securities in such manner and upon such terms and conditions as OSPL may at its sole and absolute discretion think fit. OSPL shall apply the net proceeds of such sale towards satisfaction of the amount financed under these terms and conditions and other Liabilities (if any) but, for the avoidance of doubt, you shall remain liable for any difference still remaining.
- (c) A written statement made by any of OSPL's officer that the power of sale has become enforceable shall be conclusive evidence against you and of the fact in favour of any purchaser or other person to whom any or all the Marginable Securities may be transferred under such sale, and you shall indemnify OSPL against any claim which may be made against OSPL by such purchaser or person by reason of any defect in your title to such securities.
- (d) If there are insufficient Marginable Securities for delivery on the settlement date of the sale of the Marginable Securities by OSPL pursuant to the exercise of its power of sale for whatsoever reasons, as long as OSPL does not sell more than the number of Marginable Securities as reflected in the accounts of OSPL the day prior to the date of the sale, you shall be liable for all losses and damages as a result thereof including all losses incurred as a result of any buy-ins.

#### 11. Omnibus Trust Account

- (a) For any and all cash placed with OSPL as margin or collateral you acknowledge that OSPL may place the same in an omnibus customer trust

account together with cash that OSPL may hold for its other customers. Without limiting the foregoing, you agree that, for any and all cash placed with OSPL as margin or collateral which are denominated in a currency other than Singapore Dollars, OSPL may maintain an omnibus trust account together with cash that OSPL may hold for its other customers with a custodian located outside Singapore. You further acknowledge that it would be administratively and operationally difficult, if not impossible to account separately for each customer the interest due to their cash in the omnibus account as interest will be received on a lump sum basis. In any event it is also acknowledged and accepted that such an exercise would likely cost more than any interest earned. In the circumstances, it is a condition that you waive and relinquish in OSPL's favour all claims for interest that might otherwise accrue with respect to your cash placed with OSPL as margin or collateral.

- (b) Notwithstanding the foregoing, OSPL may pay to you such part of the interest received by OSPL with respect to the omnibus customer trust account as OSPL deems appropriate, in its absolute discretion. Such interest shall be paid at such rate and in such currency as OSPL may from time to time decide in its absolute discretion. Interest shall be credited at such intervals as determined solely by OSPL from time to time.

For avoidance of doubt, subject to you at all times maintaining the requisite margin requirements, you are permitted, with the prior consent of OSPL (but without prejudice to the first and paramount fixed security interest over the Marginable Securities deposited with or in the possession of OSPL) and at the discretion of OSPL, to withdraw cash and/or the Marginable Securities from your share financing account so long as such withdrawal does not result in your equity balance falling below 150% (or such other percentage as may be prescribed by OSPL from time to time) of your debit balance and that there is excess cash or Marginable Securities (as the case may be) in your share financing account for withdrawal.

#### 12. Establishment of a new position

- (a) You further acknowledge that in no event is OSPL obliged to accept any order you may give for the establishment of a new position. OSPL may have its own aggregate limits of exposure to a particular securities counter or aggregate limits to the financing available to OSPL or permitted of OSPL or the share financing OSPL is permitted to engage in.
- (b) If OSPL in good faith inadvertently accepts any order from you which would cause OSPL to be in breach of any of its obligations whether under the law, SGX Rules or the terms of financing extended to OSPL, you acknowledge that OSPL is permitted to allocate the order to your cash trading account rather than your share financing account and you will effect settlement accordingly.

#### 13. Novation and Transfer of your rights

You acknowledge and agree that OSPL may from time to time vary the terms for the continued maintenance and operation of your share financing account without notice to you provided that OSPL shall at any time and by notice to you, novate and transfer all the rights and obligations of OSPL under or in relation to these terms and conditions with respect to any and all share financing provided to you up to and including the date of the novation and transfer to a bank or financial institution of OSPL's choice. Thereafter any further share financing (unless we agree otherwise) shall be on such financing terms as may be agreed as between you and the transferee bank or financial institution and notified to OSPL.

## SECTION D: TERMS AND CONDITIONS GOVERNING SECURITIES BORROWING

Any and all borrowings of securities/stock by you from OSPL shall be on the terms and conditions in this Section D. These terms and conditions are in addition to any other terms and conditions which may be imposed by OSPL on you. In the event of any conflict or inconsistency between the terms and conditions in this Section D and the General Terms and Conditions in Section A, the terms and conditions in this Section D shall prevail.

### 1. Definitions

The following definitions are applicable in this Section D:-

- (a) "Borrowed Securities" means the Securities delivered to you by OSPL in accordance with these terms and conditions;

"Equivalent Securities" means Securities of an identical type, nominal value, description and amount to the securities/stocks borrowed and such terms shall include the certificates and other documents of or evidencing title and transfer (including, where relevant, the duly executed prescribed forms of the Central Depository (Pte) Limited) in respect of the foregoing (as appropriate);

"SBL Collateral" means cash, Government Securities, Marginable Securities or other instruments that the SGX-ST prescribes; and

the expressions such as "borrow", "lend" and "redeliver" reflect terminology used in the market for transactions of the kind provided for subject to these terms and conditions on the understanding that title to securities/stocks "borrowed" or "lend" shall pass from OSPL as lender to you as borrower with respect to the Borrowed Securities and from you to OSPL when borrowed, and title to equivalent securities/stocks redelivered or deemed redelivered by you to OSPL shall pass to OSPL on such redelivery or deemed redelivery; and

- (b) in respect of redelivery of any book-entry securities pursuant to the provisions of these terms and conditions, you shall execute and do all such assurances, acts and things which you are required to do including where relevant the execution and delivery of the duly executed prescribed forms of the Central Depository (Pte) Limited to OSPL in due time for OSPL to effectively obtain a re-delivery of the securities/stocks borrowed on the due date for re-delivery of the same by you.

### 2. Compliance with Laws and Regulations

In addition to the terms set out below, all borrowings by you of securities/stocks from OSPL shall at all times be subject to the provisions of all relevant SGX-ST Rules and directives from the SGX-ST as well as all relevant laws and regulations including the SFA.

### 3. Provision of Collateral

Without prejudice to the generality of clause 2 above and in accordance with the requirements of the SFA, you shall at all times ensure that you provide collateral of no less than one hundred and fifty percent (150%) of the value of the Borrowed Securities from time to time from OSPL and which you have yet to return. In addition and as permitted and contemplated by the SFA, you agree to abide by the following collateral provision requirements:

- (a) Notwithstanding any provision to the contrary in these terms and conditions, you agree that for the purposes of your borrowing of securities/stocks:-
- (i) a separate account will be opened and maintained on the books of OSPL into which will be credited all SBL Collateral to be provided with respect to and which are intended to be appropriated as collateral and/or security for any and all your borrowings and over which OSPL shall have a first and paramount fixed charge and/or general lien as

security first for your obligations with respect to your borrowings of securities/stocks and secondly for all Liabilities from time to time owing or due to OSPL howsoever arising;

- (ii) unless you shall have executed such collateral documents as may be required by OSPL to ensure that OSPL will have a valid and enforceable first and paramount right over all SBL Collateral as intended under (i) above, the terms governing OSPL's rights with respect the SBL Collateral shall insofar as the same are not contrary to the rights conferred under these terms and conditions, include mutatis mutandis the terms of OSPL's standard charge documentation for securities and/or money;
- (iii) that OSPL may co-mingle and hold any or all of the SBL Collateral together with the securities and/or money that OSPL may hold for its other customers whether as collateral or otherwise and as such OSPL shall not be obliged with respect to any of your securities or other property to retain the same in its possession or control (being entitled to treat all of the same as fungibles) but, subject to OSPL's rights to on-lend the same as set out below, to retain for the duration of your borrowing of securities/stocks from OSPL or at anytime only like securities or other property of equivalent amount and description or their equivalent value. As such you further agree that:-
  - (1) it would be administratively and operationally difficult, if not impossible to account separately for each of OSPL's customers, the interest due on their fluctuating cash balances being part of a larger pool of money since interest will be received on a lump sum basis. You acknowledge and accept that such an exercise would be likely to cost more than any interest earned. In the circumstances, you agree to waive and relinquish in OSPL's favour all claims for interest that might otherwise accrue with respect to any cash component of the SBL Collateral; and
  - (2) OSPL's only obligation is, subject to you having discharged all your Liabilities and properly terminated your securities/stocks borrowing account with OSPL and subject otherwise to OSPL rights under these terms and conditions (including any right of interim liquidation or sale of your SBL Collateral) to return to you like securities/stocks of equivalent amount or their cash value. You agree that notwithstanding any contrary provision agreed between the parties that in the event of your insolvency:
    - (I) OSPL has the right at their option to convert any obligation OSPL may otherwise have to return to you, securities/stock into an obligation instead to pay the aggregate market value for the same, and
    - (II) OSPL has the right to exercise its general right of set-off (in addition to any other rights of set-off and/or consolidation of accounts or obligations we may have at law or in contract).
- (b) You shall take such actions and shall complete and execute any and all documentation required to ensure that OSPL shall have a first and paramount lien (being in the nature of a general lien) and/or security interest over any and all the SBL Collateral.
- (c) For avoidance of doubt, subject to you at all times maintaining the requisite minimum in value of SBL Collateral relative to the value of the Borrowed Securities, you are permitted, with OSPL's prior consent (but without prejudice to OSPL's first and paramount fix security interest over the SBL Collateral with or in OSPL's possession) and at OSPL's discretion, to withdraw cash from your margin account so long as such withdrawal does not result in the value of the SBL Collateral remaining being less than one hundred and fifty percent (150%) of the value of the securities borrowed and in fact there being excess cash comprising the SBL Collateral and not otherwise earmarked to your request for release pursuant to satisfy a pending purchase transaction effected through OSPL as per sub-clause 4(d)(iii) below.

#### 4. Collateral Requirements

The initial value of the collateral required to be placed as SBL Collateral with OSPL by you with respect to any borrowing of securities/stocks by you shall be of a value not less than one hundred and fifty percent (150%) of the market value of the Borrowed Securities and should the value of the SBL Collateral relative to the market value of the Borrowed Securities and remaining to be returned at anytime thereafter fall below one hundred and thirty percent (130%), OSPL shall have the discretion to demand the immediate return of the Borrowed Securities and/or sell or dispose and/or appropriate any or all SBL Collateral in any manner in order to purchase equivalent securities/stocks to the Borrowed Securities and to appropriate the same towards satisfaction of your obligations so as to bring the value of SBL Collateral to at least one hundred and fifty percent (150%) of the market value of the Borrowed Securities.

Without prejudice to the fore-going, you agree that:-

- (a) should the value of the SBL Collateral in OSPL's possession and control fall below one hundred and fifty percent (150%) but remain higher than one hundred and forty percent (140%) of the market value of the Borrowed Securities, OSPL shall notify you to provide additional collateral to bring the value of the SBL Collateral to not less than one hundred and fifty percent (150%) of the market value of the Borrowed Securities and in the interim you are not permitted to effect any new borrowings of securities/stocks. You must provide the additional collateral within two Market Days from the date of notice;
- (b) should the value of the SBL Collateral fall below one hundred and thirty percent (130%) of the value of the Borrowed Securities, OSPL shall notify you to provide additional collateral to bring the value of collateral to at least one hundred and fifty percent (150%). You must provide the additional collateral within two Business Days from the date of notice. If you do not provide the additional collateral within 2 Market Days from the date of notice, OSPL is entitled (but not obliged) at OSPL's absolute discretion and without notice to you realise the SBL Collateral (or any part thereof) and apply the proceeds therefrom to purchase such amounts of securities/stocks equivalent to the Borrowed Securities and appropriate the same as securities/stocks returned by you to bring the market value of the SBL Collateral to not less than one hundred and fifty percent (150%) of the market value of the Borrowed Securities;
- (c) OSPL is entitled at any time to change any of the percentages stated above and its determination of the value of any component of the SBL Collateral other than cash shall be final and determinative as between the parties so long as made in good faith. You recognize and accept that depending on the quality of the securities/stocks provided as SBL Collateral a larger deduction or hair-cut for valuation process will be made by OSPL; and
- (d) you:-
  - (i) undertake that all SBL Collateral deposited or provided by you shall be in the form of cash, securities issued by the Government or its agencies, marginable securities/stocks and such other instruments as OSPL may from time to time prescribe;
  - (ii) undertake that all securities/stocks selling transactions intended by you to be satisfied by the delivery of the Borrowed Securities be prior notified to OSPL and effected only through OSPL through your Securities/Stocks Borrowing account maintained with OSPL. You shall in each case make a prior request for the required borrowing as a pre-condition to effecting a securities sale transaction as intended. Unless OSPL indicates otherwise, your request will be deemed accepted and for the purposes of calculating the period of borrowing, the commencement date for such borrowing shall be deemed to be the date of acceptance of your request regardless of the actual date the lending is actually effected by OSPL's delivery of the borrowed

securities/stocks on your behalf in settlement of your delivery obligation to be satisfied by such securities/stocks but provided that it is expressly acknowledged and agreed that pending such delivery no title to the borrowed securities/stocks will pass from OSPL. You further acknowledge and agree that all proceeds being the purchase price for the sale transaction settled by delivery of the borrowed stocks/shares shall be received by OSPL as part of and subject to the terms of the SBL Collateral with a request to OSPL; and

- (iii) undertake that all securities/stocks purchase transactions intended to be satisfied by money comprising part of the SBL Collateral be prior notified to OSPL and such notice deemed to be a request for a release of the money in substitution of the securities/stocks purchased becoming part of and subject to the terms for the SBL Collateral and effected only through OSPL through your Securities/Stocks Borrowing account maintained with OSPL. In each such case, you further acknowledge that the securities/stocks to be so purchased must be of securities/stock acceptable to OSPL for the purposes of the SBL Collateral and be either:
- (1) of at least equivalent value as the money to be drawn out of the SBL Collateral to pay for the securities/stocks purchased; or
  - (2) is of a value which taken together with the rest of the SBL Collateral (after release of the money requested to be released and applied towards payment for the securities/stocks purchased) is at least one hundred and fifty percent (150%) of the market value of all Borrowed Securities.

#### 5. Accredited Investors

- (a) OSPL may still require that you comply with the collateral requirements in Clauses 3 and 4 above notwithstanding that you are an accredited investor (as defined in the SFA). OSPL may, however, at its absolute discretion, stipulate other collateral requirements for accredited investors if it so chooses.
- (b) You shall be assumed by OSPL as not being an accredited investor unless you expressly notify OSPL that you are and wishes to be regarded as an accredited investor for the purposes of your borrowing of securities/shares in which case:-
- (i) you shall be deemed as having warranted to OSPL that you are (i) (in the case of a corporation) a corporation with net assets exceeding S\$10 million in value or its equivalent in value in foreign currency as determined in accordance with its most recent audited balance-sheet or (ii) (in the case of an individual) an individual with net personal assets exceeding S\$2 million or its equivalent in foreign currency or whose annual income in the preceding 12 months is not less than S\$300,000 or its equivalent in foreign currency; and
  - (ii) you undertake to OSPL that you will ensure that for the duration of your borrowing of securities/shares that you will remain an accredited investor and shall forthwith give written notice to OSPL if you have any reason to believe that you have ceased to be an accredited investor. In any event, should you cease to be an accredited investor, you shall forthwith ensure that you comply with the collateral requirements set out in Clauses 3 and 4 above and furnish OSPL promptly with an updated account of your financial standing.

#### 6. Right to On-Lend

Notwithstanding any provision to the contrary in these terms and conditions, you agree that for the purposes of your borrowing of securities/stocks, with respect to the SBL Collateral comprising securities/stocks, OSPL has the right on a title transfer basis on-lend the said securities/stocks as principal as if it were the owner thereof to third parties in return for OSPL holding (as between you and

OSPL) for the duration of such on lending any collateral OSPL may be receive from the their borrower(s) for your benefit as security for OSPL's obligation to return the same on redemption by you in priority to OSPL own rights in relation thereto either separately or together with identical property provided by other customers without any compensation being payable to you in connection with the exercise of the on-lending and with OSPL as the sole beneficiary of any fee or commission that OSPL may earn from such on lending. You acknowledge and agree in connection with the preceding that notwithstanding any contrary provision elsewhere in these terms and conditions or any other agreement between you and OSPL, you have a right to the return of your securities/stocks on loan by OSPL or their respective equivalent only when you have discharged all your existing obligations to OSPL and properly terminated your securities/stocks borrowing account with OSPL by the giving of the required notice for termination of the same which shall in any event be no less than three (3) market days.

#### 7. Borrowing Fees

- (a) You shall pay OSPL a borrowing fee as determined by OSPL in its absolute discretion from time to time. OSPL shall be entitled to require the borrowing fees to be payable in advance and such borrowing fees may be deducted and/or drawn from the cash collateral component of the SBL Collateral or debited from any sales proceeds of any Securities held by OSPL for and on your behalf.
- (b) You shall also pay all out-of-pocket expenses incurred by OSPL in connection with the loan of the Securities to you.
- (c) You shall continue to pay any fees and expenses stated herein notwithstanding that the Borrowed Securities may be suspended from trading.

#### 8. Rights and Title

- (a) You shall, on the date of the payment or distribution of any interest, dividends or other distribution of any kind whatsoever (each, a "Distribution") arising from any Borrowed Securities or on such other date as OSPL and you may from time to time agree pay and deliver a sum of money or property equivalent to the Distribution to OSPL (with any such endorsements or assignments as shall be customary and appropriate to effect the settlement thereof), regardless of whether you received the same.
- (b) You hereby undertake to use your best endeavours to arrange for any voting rights attached to any Borrowed Securities in respect thereof, to be exercised in accordance with the instructions of OSPL.
- (c) You further undertake to procure that all instructions received from OSPL in respect of conversions, subdivisions, consolidations, redemptions, takeovers, pre-emptions, options (including an option to take a Distribution in the form of Securities or a certificate or other document which may at a future date be exchanged for Securities) or other rights, are complied with.
- (d) Where the SBL Collateral is delivered to OSPL, in respect of which any interest, dividend or other distribution may become payable, you may (by giving not less than three (3) Business Days notice) call for the redelivery of the SBL Collateral (or part thereof) in good time to ensure that such SBL Collateral (or part thereof) may be delivered prior to any such interest, dividend or other distribution become payable to OSPL. Such redelivery is conditional on you delivering additional SBL Collateral so that the value of the SBL Collateral is not less than one hundred and fifty percent (150%) of the market value of the Borrowed Securities. Where OSPL receives any interest, dividend or other distribution in respect of the SBL Collateral, then OSPL shall on the date on which OSPL receives such payment pay and deliver a sum of money or property equivalent to the amount of such payment (with any such endorsements or assignments as shall be customary and appropriate to effect the settlement thereof) to you.

#### 9. Redelivery and Set-Off

- (a) You undertake to redeliver Equivalent Securities (in accordance with these terms and conditions) within three (3) Business Days from the receipt of notice from OSPL requiring such redelivery, throughout the period of the loan of the Borrowed Securities.
- (b) OSPL may call for the redelivery of all or any Equivalent Securities at any time in the ordinary course of business upon notice of not less than three (3) Business Days. You shall redeliver such Equivalent Securities not later than the expiry of such notice. Simultaneously with the redelivery of the Equivalent Securities in accordance with such call, OSPL shall redeliver the SBL Collateral in respect of the Borrowed Securities and repay any cash collateral to you.
- (c) If you do not redeliver the Equivalent Securities in accordance with such call, OSPL may elect to continue the loan of Securities provided that if OSPL does not elect to continue the loan, it may by notice to you, terminate the loan. In the event that you fail to redeliver Equivalent Securities to OSPL, OSPL shall be entitled, at its absolute discretion and without notice to you, to "buy-in" Equivalent Securities. If such right of "buy-in" is exercised by OSPL, you shall be liable to account to OSPL for the total costs and expenses incurred by OSPL as a result of such "buy-in".
- (d) Where the loan period for Borrowed Securities is not specified, you shall be entitled, by giving not less than three (3) Business Days notice to OSPL, to terminate a particular loan of the Borrowed Securities and to redeliver all and any Equivalent Securities due and outstanding to OSPL. Upon such termination and at your request, OSPL shall redeliver and repay to you the cash collateral or, as the case may be, redeliver the equivalent SBL Collateral provided by you.
- (e) If an Event of Default occurs, your delivery and payment obligations (and any other obligations under these terms and conditions) shall be accelerated so as to require performance thereof on the date an Event of Default occurs or such notice is served.
- (f) Where OSPL performs an obligation in respect of the delivery of the equivalent SBL Collateral or the payment of the cash collateral at a time when you are required to perform a similar obligation simultaneously with the performance of OSPL's obligation but your obligation is not performed simultaneously, you shall hold on trust for OSPL any assets (including cash) that you receive from OSPL prior to the performance of your obligation being completed and any such trust shall only terminate upon the completion of the performance of your obligations.
- (g) Subject to and without prejudice to its rights under sub-Clause (e), OSPL, may from time to time in accordance with market practice and in recognition of the practical difficulties in arranging simultaneous delivery of Securities, collateral and cash transfers, waive its right in respect of simultaneous delivery and/or payment provided that no such waiver in respect of one transaction shall bind it in respect of any other transaction.

#### 10. Period of Borrowing

- (a) No borrowing, unless otherwise agreed by OSPL, shall be permitted whose period extends over any relevant record date/period including dividend and/or accrual and accretion entitlement and/or book closure date of the securities/stock borrowed.
- (b) OSPL shall have the right to demand return of the Borrowed Securities by giving to you at least two market days' notice.

## SECTION E: TERMS AND CONDITIONS GOVERNING THE EQUITY INVESTMENT ACCOUNT

The terms and conditions in this Section E shall apply to all Equity Investment Accounts opened and maintained with OSPL. If any Equity Investment Account is opened or maintained subject to some other terms, then these terms are in addition to those other terms. In the event of any conflict or inconsistency between the terms and conditions in this Section E and the General Terms and Conditions in Section A, the terms and conditions in this Section E shall prevail.

### 1. Definitions

The terms as used in this Section E are defined as follows:

“Agreement” means the agreement deemed concluded between you and OSPL when your Application is accepted by us and supplemented by the terms and conditions herein, the “Sub-account Agreement” and any other written agreement between you and us as amended from time to time;

“Application” means the application form completed by you for the opening of an Equity Investment Account;

“Initial Deposit” means a minimum of S\$2,000.00 or such other amount as OSPL may from time to time determine;

“OCBC Bank Account” means your account with Oversea-Chinese Banking Corporation Limited stated in your Application; and

“Securities” as used in this Section E shall have the meaning ascribed to it in Section A and shall also include such Securities as OSPL may from time to time prescribe.

### 2. Equity Investment Account

- (a) You understand that your Equity Investment Account is a margin account where OSPL shall grant credit facilities to you for your securities transactions subject to the margin account requirements of the SGX-ST Rules.
- (b) Your Application must include the Initial Deposit which shall be credited into your Equity Investment Account.
- (c) Your Equity Investment Account shall at all times be subject to the provisions of all SGX-ST Rules.
- (d) Without prejudice to the generality of clause 2(c) above and in accordance with the requirements of the SGX-ST Rules, you:-
  - (i) authorise us to mortgage, pledge or hypothecate your Securities or property for a sum not exceeding the debit balance in your margin account without us having any obligation to retain in our possession or control Securities of like character;
  - (ii) give us the discretion, with or without prior notice to sell or dispose of any or all Securities in any manner in order to meet the margin requirements prescribed or imposed and/or varied by us from time to time;
  - (iii) undertake that all margin deposited by you shall be in the form of cash, securities issued by the Government of Singapore or its agencies, Marginable Securities and/or such other instruments as the SGX-ST may from time to time prescribe; and insofar as they comprise some other securities or property they will not be taken into account in calculating the value of the margin you are obliged to maintain pursuant to the SGX-ST Rules;
  - (iv) undertake and will ensure that you will at all times comply with all margin deposit and/or maintenance requirements prescribed under the SGX-ST Rules or otherwise imposed and/or varied by us with or without notice to you (and you also acknowledge that this is reasonable in view

of our obligations and/or exposure which we undertake in respect of the margin facilities in connection with the Equity Investment Account). Such requirements may be of such nature as we deem fit, including sub-limits for single securities or different valuations for different securities;

- (v) ensure that all Securities in your Equity Investment Account are on a ready basis and that you will not subscribe for any new issue of securities through your Equity Investment Account; and
  - (vi) ensure that you shall at all times comply with such position and/or financial exposure limits which we may notify you from time to time with respect to any single security that you may transact in with respect to your Equity Investment Account.
- (e) Your Equity Investment Account shall also be subject to Section B of these terms and conditions.

### 3. Direct Debit Authorisation

- (a) You may authorise OSPL to debit your OCBC Bank Account for the Initial Deposit.
- (b) You hereby authorise OSPL to debit your OCBC Bank Account for the payment of any securities you have purchased on the due date of the purchase contract. You further understand that if your OCBC Bank Account has insufficient funds, the direct debit authorisation shall fail and the entire purchase price shall be debited to your Equity Investment Account.
- (c) Direct debit authorisations from you may be given to OSPL orally (via telephone or otherwise). OSPL may rely on oral direct debit authorisations which OSPL believes to be given by you or any person authorised by you without verifying the identity of the person purporting to give such authorisations and such direct debits executed pursuant to such authorisations shall be binding on you.

### 4. Custody

OSPL shall receive and hold in custody your Securities delivered to or deposited with OSPL. Such custody shall be subject to Clause 18 of Section A of these terms and conditions.

### 5. Interest on Equity Investment Account

- (a) You shall pay us interest on any and all debit amount(s) in your Equity Investment Account until full payment at such rate of interest as may be notified to you from time to time.
- (b) You shall also pay us a monthly administrative and service fee with respect to any and all debit balances remaining unpaid.

### 6. Charging Clause

- (a) You shall complete and execute any and all documentation required to ensure that we shall have a first and paramount lien (being in the nature of a general lien) and/or security interest over any and all your Securities with us or otherwise subject to our control whether deposited with and/or received by us as margin or not.
- (b) You also acknowledge and agree that in addition to any security right, lien and rights of set-off and any similar express or implied rights, we may, at any time and as a continuing right, without notice or demand:-
  - (i) set-off against your obligations to us whether referable to your margin or cash accounts any money or credit balances in any account of yours with us or maintained by us for your benefit (including the trust account we are obliged to maintain for you pursuant to the SFA) and including such sums of money as we may otherwise be obliged to pay

- to you as a consequence of exercising our right of conversion under sub-clause (ii) below, effecting as we deem necessary or appropriate any currency conversion to allow for such set-off to be effected; and
- (ii) combine and consolidate all or any of the above accounts with any other account(s) of yours in debit (and thus indicating an amount owing to us).
- (c) Withdrawal of cash balances or cash amounts representing excess over margin shall be subject to our approval and we may refuse to approve any such withdrawal in order to preserve the margin at such levels we deem fit (whether or not in excess of SGX requirements).

7. Our Right, as principal, to on-lend your Securities

- (a) Notwithstanding any provision to the contrary in these terms or the terms of Section B of these terms and conditions or the terms of any collateral or charge documentation with respect to your Securities (collectively the "Terms") but subject to clause 7(b) below, you agree that with respect to all your Securities that now or in the future is in our possession and/or control (whether posted as collateral to us or otherwise) we may:-
- (i) on a title transfer basis on-lend the said Securities as principal as if we were the owner thereof to third parties in return (where the SFA so obliges us) for our holding (as between you and ourselves) for the duration of such borrowing any collateral we may receive from our borrower(s) (and which we will ensure will be of such amount as is required of us to provide under the SFA) for your benefit as security for the return of the borrowed securities; and/or
  - (ii) create over the Securities, any encumbrance in favour of a third party by way of security, re-security, charge, re-charge, pledge, re-pledge hypothecation, re-hypothecation or otherwise to secure our obligations to a third party account (if mortgaged, pledged or hypothecated otherwise than on a pool basis and otherwise for an amount that does not exceed the aggregate amounts owed by all customers collectively in the pool to us); and/or
  - (iii) assign, invest, use and otherwise dispose of the Securities for our own benefit either separately or together with identical property provided by other customers.

You also agree in connection with the foregoing that no compensation will be payable to you in connection with the exercise of our rights under this clause 7(a) and that we are the sole beneficiary of any fee or commission that we may earn from any exercise of our rights under clause 7(a)(i) and clause 7(a)(iii).

- (b) Notwithstanding any contrary provision elsewhere in the Terms, you have a right to the return of your Security (if any) or their respective equivalent only when you have discharged all your existing obligations to us and properly terminated your Equity Investment Account with us by the giving of the required notice for termination of the same. For the avoidance of doubt, we shall not be obliged with respect to any of your Securities or other property to retain the same in our possession or control (being entitled to treat all of the same as fungibles) or to retain for the duration of your account with us like Securities or property of equivalent amount. Our only obligation is, subject to your having discharged all your existing obligations and properly terminated your Equity Investment Account with us and subject otherwise to our rights under the Terms (including any right of interim liquidation or sale of your Securities) that you may be entitled to demand of us to return to you like Securities (as relevant) of equivalent amount. You also agree that notwithstanding any contrary provision elsewhere in the Terms that in the event of your insolvency we have the right at our option:
- (i) to convert any obligation we may otherwise have to return you Securities and/or property (other than cash) into an obligation instead to pay the aggregate market value for the same, and

- (ii) subject such converted payment obligation to our general right of set-off (in addition to any other rights of set-off and/or consolidation of accounts or obligations we may have at law or in contract).

#### 8. Liquidation of Securities

You agree to give us the discretion to sell or dispose of any or all Securities in any manner in order to meet the margin requirements prescribed for your compliance. In this connection you have noted and agreed that:-

- (a) should the equity (as defined in the SGX-ST Rules) in your margin account fall below 140% (or such other percentage as may be prescribed by OSPL from time to time) of the debit balance (as defined in the SGX-ST Rules) we are entitled to request you (and you shall comply with any such request) to provide additional margin to bring the equity to not less than 140% (or such other percentage as may be prescribed by OSPL from time to time) of the debit balance and in the interim you are not permitted to effect any new transactions for your margin account except to liquidate or close out outstanding positions;
- (b) in the event that you fail to provide additional margin as required under sub-paragraph (a) above, you hereby authorise OSPL to debit your OCBC Bank Account for the additional margin to bring the equity to not less than 140% (or such other percentage as may be prescribed by OSPL from time to time) of the debit balance;
- (c) should the equity in your margin account fall below 130% (or such other percentage as may be prescribed by OSPL from time to time) of the debit balance, we are entitled (but not obliged) at our absolute discretion and without notice to you to liquidate your margin account (or any part thereof) including the marginable securities provided to us as margin for your margin account to bring the equity to not less than 140% (or such other percentage as may be prescribed by OSPL from time to time) of the debit balance; and
- (d) the primary obligation to ensure that your debit balance is maintained at no less than 140% (or such other percentage as may be prescribed by OSPL from time to time) of your debit balance is on you.

#### 9. Omnibus Trust Account

- (a) For any and all cash placed with us as margin or collateral you acknowledge that we may place the same in an omnibus customer trust account together with cash that we hold for other customers. Without limiting the foregoing, you agree that, for any and all cash placed with OSPL as margin or collateral which are denominated in a currency other than Singapore Dollars, OSPL may maintain an omnibus trust account together with cash that OSPL may hold for its other customers with a custodian located outside Singapore. As such you further acknowledge that it would be administratively and operationally difficult, if not impossible (in view of the constant ebb and flow of the aggregate balance in such account) to account separately for each of our customers the interest due to their cash in the omnibus account as interest will be received on a lump sum basis. In any event it is also acknowledged and accepted that such an exercise would likely cost more than any interest earned. In the circumstances, it is a condition of accepting this offer that you waive and relinquish in our favour all claims for interest that might otherwise accrue with respect to your cash placed with us as margin or collateral.
- (b) Notwithstanding the foregoing, we may pay to you such part of the interest received by us with respect to the omnibus customer trust account as we deem appropriate and in our absolute discretion. Such interest shall be paid at such rate and in such currency as OSPL may from time to time decide in its absolute discretion. Interest shall be credited at such intervals as determined solely by OSPL from time to time.

For avoidance of doubt, subject to your at all times maintaining the requisite margin requirements, you are permitted, with our prior consent (but without prejudice to our first and paramount fixed security interest over Securities deposited with or in our possession) and at our discretion, to withdraw cash and/or Securities from your margin account so long as such withdrawal does not result in your equity balance falling below 150% (or such other percentage as may be prescribed by OSPL from time to time) of your debit balance and there being excess cash or Securities (as the case may be) in your Equity Investment Account for withdrawal.

10. Establishment of a new position

- (a) You further acknowledge that in no event are we obliged to accept any order you may give for the establishment of a new position. You acknowledge that we may have our own aggregate limits of exposure to a particular securities counter or aggregate limits to the financing available to us or permitted of us or the margin financing we are permitted to engage in.
- (b) If we in good faith inadvertently accept any order from you which would cause us to be in breach of any of our obligations whether under the law or the SGX-ST Rules or the terms of financing extended to us, you acknowledge that we are permitted to allocate the order to your cash trading account rather than your margin account and you will effect settlement accordingly.

11. Novation and Transfer of your rights

You also acknowledge and agree that we have the right from time to time to vary the terms for the continued maintenance and operation of your Equity Investment Account without notice to you provided that we shall in addition and in any event have the right to at any time and by notice to you, novate and transfer all our rights and obligations under or in relation to the Agreement with respect to any and all margin financing provided to you up to and including the date of the novation and transfer to a bank or financial institution of our choice. Thereafter any further margin financing (unless we agree otherwise) shall be on such financing terms as may be agreed as between you and the transferee bank or financial institution and notified to us.

12. No short selling

You agree that no short selling shall be effected in relation to any Securities in your Equity Investment Account except with the consent of OSPL.

## SECTION F: TERMS AND CONDITIONS GOVERNING INVESTMENTS IN UNIT TRUSTS

OSPL may at its sole and absolute discretion provide investment services of holding, subscribing, switching, transferring or redeeming of Units in any Funds. OSPL may from time to time agree to act on your instructions for holdings, subscribing, switching, transferring or redeeming of Units, the processing of such transactions and the provision of investment services for the Funds, subject to the terms and conditions in this Section F. These terms and conditions are in addition to any other terms and conditions which may be imposed by OSPL on you. In the event of any conflict or inconsistency between these terms and conditions in this Section F and the General Terms and Conditions in Section A, the terms and conditions in this Section F shall prevail.

### 1. Definitions

The following definitions are applicable in this Section F:-

“CPF” means the Central Provident Fund Board of Singapore;

“CPF Monies” means such monies that are standing to your credit in your CPF account and/or CPF investment account held with any banks and which is available for the purposes of investment in accordance with the CPF Rules;

“CPF Rules” means such rules, regulations, directions, notices (whether having the force of law or not) that CPF may from time to time impose relating to investments in Units;

“Dealing Day” means in respect of the relevant Fund a day on which dealings take place of Units in the Fund;

“Manager” means and includes the manager, issuer, representative or agent or investment manager of any Fund;

“Orders” means any of your orders or requests for holding, subscription, switching, transfer or redemption of Units;

“Prospectus” in relation to any Fund means the most recently published version from time to time of the prospectus as required under the Securities and Futures Act (Chapter 289); and

“Unit Trust Account” means your account maintained with OSPL which is used for transactions relating to your investment through OSPL in Units or Funds and related dealings in any Fund including without limitation to the holding, subscription, switching, transferring or redemption of Units in such Fund.

### 2. Use of CPF Monies

Where you are using CPF Monies for investing in Units, such investment shall be subject to the CPF Rules including but not limited to using such forms that CPF may from time to time require.

### 3. Your Contract with the Manager

(a) Where OSPL acts as distributor of Units, and you enter into an agreement directly with the Manager to purchase Units, OSPL will place the Orders for you upon receipt of:-

- (i) in the case of payment of the Orders in cash, your cleared funds;
- (ii) in the case of payment of the Orders by cheque or cashier's order or bank draft or by any other mode of payment agreed by OSPL, such payment of fully cleared funds and which are finally received by OSPL; or
- (iii) in the case of payment of the Orders by way of CPF Monies, your compliance with the CPF Rules.

All Units will be registered and held in the name of OSPL or its nominee in accordance with these terms and conditions and/or the CPF Rules.

- (b) Where any money or property is paid to OSPL pursuant to sub-Clause (a) to be handed over to the Manager or to any other custodian permitted by law and duly authorised by you to receive the money and property, you hereby consent that the money or property may be handed over to such Manager or custodian within such reasonable period as may be specified by OSPL at its discretion.
- (c) Instructions relating to the Units or Funds investment must be received from you by OSPL on any Dealing Day before the cut-off time specified or determined by OSPL in its discretion (having regard to the corresponding cut-off time specified by the Manager or Fund) and shall be consolidated with other Orders (if any). In executing such instructions, OSPL shall use all reasonable endeavours to place an aggregated and consolidated order or request to the Manager or the Fund on the same Dealing Day if payment in respect of the Order is received in freely transferable cleared funds on the Dealing Day before the cut-off time.
- (d) If such order or requests is not or cannot be carried out on the same Dealing Day for any reason OSPL shall be entitled to place or to carry out such order and request on the next Dealing Day or the date when the payment is cleared (whichever is later) and any such transaction shall be binding on you. Orders received after the specified cut-off time shall be deemed to be an Order received by OSPL on the next Dealing Day. For the purposes of this Clause, all instructions relating to the sale and/or purchase of Units must be in writing and in such form as OSPL may from time to time determine at its absolute discretion.
- (e) Notwithstanding sub-Clause (b), the Orders may be aggregated and consolidated either daily or from time to time by OSPL and such orders or requests will be placed or sent by OSPL to the Managers or Funds. When OSPL has placed a consolidated order for the subscription of Units with the Managers or Funds, the Units so issued will be allotted to the relevant applicants in any order or manner as OSPL determines.

#### 4. Your Contract with OSPL

- (a) Where you enter into an agreement directly with OSPL to purchase Units in a Fund not listed on any securities exchange (the "Purchase Agreement"), any instructions given to OSPL shall be in writing only and in such form and substance as may be determined by OSPL in its absolute discretion.
- (b) Where sub-Clause (a) applies, you shall have the right to cancel the Purchase Agreement within seven (7) calendar days from the date OSPL receives payment for the Units (the "Cancellation Period"). Where the Cancellation Period falls on a Sunday or a public holiday, the Cancellation Period shall be extended to the next Business Day. For the purpose of this sub-Clause only, where you elect to pay for the Units by way of cheque, OSPL shall be deemed to receive payment for the Units on receipt of the cheque.
- (c) Notwithstanding the foregoing, sub-Clause (b) shall not apply where:-
  - (i) you are not a natural person;
  - (ii) you already own one or more Units in the unit trust which the Purchase Agreement relates to.
- (d) You shall exercise your right to cancel by filling in and delivering to OSPL a cancellation request (which substance and form shall be determined by OSPL in its absolute discretion) (the "Cancellation Request") within the Cancellation Period and for the purpose of this sub-Clause (d) only, the date for determining whether the right to cancel has been exercised within the Cancellation Period shall, where such Cancellation Request is posted by ordinary post, be the date on which the Cancellation Request is posted.
- (e) Where you have made payment for your subscription or purchase of the Units and thereafter validly exercise your right to cancel, OSPL shall:

- (i) in a case where the amount you have paid to OSPL has not yet been invested or is held in a trust account, refund to you the amount you have paid to OSPL in connection with the Purchase Agreement (without any interest and less all expenses reasonably incurred relating to the original subscription or purchase and the subsequent cancellation of the Units) within two (2) Business Days after receiving a valid cancellation request; and
  - (ii) in any other case, pay you in compliance with the requirements under the Code on Collective Investment Schemes in respect of payment of redemption proceeds as modified by any exemption granted to the relevant unit trust as if the cancellation was a redemption less all expenses reasonably incurred relating to the original subscription or purchase and the subsequent cancellation of the units, provided always that where the market value of the units held by you is greater than the original amount held by you, OSPL is not obliged to pay the excess amount to you.
- (f) You may during the Cancellation Period, instead of exercising your right to cancel your subscription for unit, choose to:
- (i) redeem your Units. You understand and are aware that you will not be able to enjoy the benefits of cancellation in the event you choose to redeem your Units and that the redemption proceeds that you will receive may be lower than the amount being refunded had you exercised your right to cancel if the appreciation in the value of Units in the unit trust is less than the initial sales charge and the published prices are indicative in nature and can change during the period between the submission and processing of the redemption process; or
  - (ii) switch to Units in another Fund ("Switched Units") if such switching is allowed by the terms and conditions of the Units you have purchased. A further Cancellation Period of seven (7) days shall apply to the Switched Units.

#### 5. Proceeds of Investment

- (a) Proceeds from the redemption or sale of Units received by OSPL will be paid or credited:
- (i) in the case of investments in the Units through CPF Monies, in the manner specified in the CPF Rules or by OSPL from time to time; or
  - (ii) in the case of investments made in the Units, by cash to you.

Such proceeds paid to you will be less any fees, commission, brokerage charges and/or other charges or expenses incurred in connection with the redemption of the Units. OSPL is not obliged to ascertain the adequacy of such monies received.

- (b) In the event that Units are denominated in a currency other than the Singapore Dollar, payment shall be effected to OSPL in Singapore Dollars at the prevailing exchange rate as determined by OSPL.
- (c) You will receive a confirmation statement from OSPL in respect of the execution of your instructions relating to any Units (other than the case of investment using CPF Monies.) You will also receive from time to time a statement of holdings indicating the number of Units issued by the Manager or Fund and kept with OSPL as custodian for you.
- (d) Dividends declared by any Manager or Fund will not be withdrawn by you and will automatically be reinvested in the Fund by OSPL subscribing for additional Units on your behalf without the necessity of any further or fresh authorisation from you at the price determined or announced by the Manager or the Fund and OSPL will hold the same for your account as nominee for you.

- (e) Where you instruct OSPL to redeem Units in a Fund (the "Old Fund") to subscribe to another Fund (the "New Fund"), OSPL will subscribe Units in the New Fund only after it has received the proceeds from the redemption of Units in the Old Fund.
- (f) You acknowledge that any Manger or Fund which receives the subscription or redemption order from OSPL is not obliged to accept the order in part or whole. OSPL shall not be liable or responsible for the refusal, failure or omission to execute any subscription or redemption order on the part of the Manager or Fund. OSPL shall have no responsibility or liability for ensuring that the Manager or Fund allots the Units or for any losses including any loss of investment opportunity which you may suffer or incur as result of any refusal to accept or delay in accepting such subscription or redemption order by the Manager or the Fund.
- (g) OSPL may appoint any agents for such purpose or functions as OSPL may think fit including the right to appoint any sub-custodian and to delegate to such sub-custodian any of its duties and functions in relation to the custody of the Units.

#### 6. Price of Units

The issue, subscription and redemption process of the Units are determined by the Managers or Funds in accordance with the relevant trust deed and prescribed procedures applicable on the Dealing Day. Any price or value given by OSPL in respect of any Unit is not final and binding and is only indicative information provided to you and OSPL shall not be responsible or liable for any losses suffered by you in connection therewith.

#### 7. Consequences of Termination

- (a) Upon termination, you shall make arrangements for the transfer of existing Units from OSPL to you or to some other custodian appointed by you before termination date. If you fail to complete such arrangements, OSPL (at your cost) may transfer or redeem the Units held in such manner as OSPL may think fit and OSPL is irrevocably authorised to give necessary instructions to third parties on your behalf to execute such documents and to do all such other things as OSPL shall deem fit in its sole and absolute discretion, without any liability for any costs, expenses, losses or damages of whatsoever nature incurred or suffered by you.
- (b) If for any reason the Manger or Fund instructs OSPL to divest, transfer or otherwise dispose of any units or any Fund in accordance with the terms and conditions governing the operation of such Fund, OSPL will seek your instructions on such matters and if no instructions are received within the time specified by OSPL then you irrevocable authorise OSPL to redeem the relevant Units or Fund investments and credit the proceeds to the Unit Trust Account or make payment by cheque in your name.

#### 8. OSPL Not Liable

- (a) Any subscription or redemption order or switching or transfer instructions given by you in respect of Units to be transacted with CPF Monies shall be communicated by OSPL to the relevant Manager and the resulting transaction shall effected directly between the Manager and you and OSPL shall have no responsibility or liability in connection with any such transaction. Nothing contained in these terms and conditions shall prejudice the relevant Manager's rights, if any, to recover from you any charges or costs incurred at any time or from time to time by the relevant Manager in relation to any subscription or redemption order or switching or transfer instruction given by you in respect of Units to be transacted with your CPF Monies.
- (b) You acknowledge that any Manager or Fund which receives the subscription, switching or redemption order from OSPL is not obliged to accept the order

in part or whole. OSPL shall not be liable or responsible for any action or rejection on the part of any Manager or Fund in respect of any subscription, switching, or redemption order. OSPL or its sub-delegates shall have no responsibility or liability for ensuring that the relevant Manager or Fund allots the Units or for any losses including any loss of investment opportunity which you may suffer or incur as a result of any refusal to accept or delay in accepting such subscription or redemption order by the Manager or the Fund.

9. Custody of Units or Funds Investments

- (a) All Units will be registered and held in the name of OSPL or its appointed custodian. OSPL shall record and hold in a separate account in its books all Units held by it from time to time for your Unit Trust Account and shall arrange for all such Units to be held in safe custody in accordance with Clause 18 of Section A of these terms and conditions.
- (b) OSPL shall not be under any duty or obligation to attend any meetings or to vote on any matters relating to any Fund except on such terms as it may from time to time and at any time impose.

10. Risks

- (a) You acknowledge that the Funds are subject to investment risks and market risks, including possible loss of the principal amount invested. You represent and warrant that you understand and are fully aware of the risks involved in investing in Units or Funds and will not hold OSPL liable for any losses whatsoever or loss of investment opportunity or failure to make a profit suffered or incurred by you as a result of or in connection with the subscription, acquisition, holding, disposal or redemption of any Unit. You shall obtain from either OSPL or the relevant Manager or Fund up-to-date versions of the applicable offering memorandum, Prospectuses or other reports or other documents relevant to your investment or proposed investment. You acknowledge and agree that OSPL shall have no liability or responsibility whatsoever to you for any error, misstatement or omission in any offering memorandum, Prospectuses, reports or documents prepared by or issued by any Manager or Fund.
- (b) You acknowledge the desirability of seeking independent financial or professional advice with respect to any dealing in Units or Funds or investments or investment opportunities. You acknowledge that any dealings in the Funds or Units is solely and exclusively made by you based on your own judgment and after your own independent evaluation into the merits and risks in relation to such dealings.

11. Miscellaneous

The issue price and redemption (realisation) prices are determined by the Managers or Funds in accordance with the relevant trust deed and prescribed procedures or Dealing Day. Any price or value given by the OSPL in respect of any Unit is not final and binding and is only indicative information provided to you and OSPL shall not be responsible or liable thereof.

## SCHEDULE - RISK DISCLOSURE STATEMENT FOR TRADING IN SECURITIES AND EQUITY- LINKED INSTRUMENTS AND FOR INVESTMENT IN STRUCTURED TRANSACTIONS

The Risk Disclosure Statement contained in this Schedule shall apply where you trade in securities and equity-linked products and where you invest in structured transactions.

The objective of this statement is to explain to you the nature of trading in securities and equity-linked products and investing in structured transactions prior to your undertaking of such transactions in securities, equity-linked products and structured transactions. This statement may not be sufficient to explain all the risks of trading in securities and equity-linked products and investing in structured transactions. You should therefore fully understand the nature of the transactions, how they actually work, the extent of their exposure to risks and the potential losses that could be incurred. You should carefully consider whether trading in securities and equity-linked products and investing in structured transactions is suitable for you in the light of your financial resources, experience, objectives for engaging in the transactions, ability to bear risks and other relevant circumstances. You should fully understand and be aware that it is your sole responsibility to make your own independent appraisal and investigation into the risks associated with the desired transaction or product. You should, therefore, consult with your own legal, tax, financial and other relevant professional advisers prior to entering into any particular transaction. You must also ensure that you have sufficient knowledge, experience, sophistication and professional advice to make your own evaluation of the merits and risks of entering into such transactions.

In this statement, "company" includes OSPL.

### TRADING IN SECURITIES

In considering whether to trade in securities or enter into any such transaction, you should be aware of the following:

- (a) Trading in securities can be extremely risky. You should be prepared to lose all of the funds used for trading in securities. You should not fund your security trading activities with retirement savings, emergency funds or funds set aside for purposes such as education or home ownership.
- (b) You should be cautious of claims of large profits from trading in securities. You need to be wary of advertisements or other statements that emphasise the potential for large profits in trading in securities. Trading in securities can also lead to large and immediate financial losses.
- (c) Trading in securities requires knowledge of the securities markets. Trading in securities require in-depth knowledge of the securities markets and trading techniques and strategies. In attempting to profit through trading in securities, you must compete with professional, licensed traders employed by securities companies. You should have the appropriate experience before engaging in the trading of securities.
- (d) Trading in securities requires knowledge of a company's operations. You should be familiar with a securities company's business practices, including the operation of the company's order execution systems, procedures, and should confirm that a company has adequate systems capacity to permit you to engage in securities trading activities.
- (e) Trading in securities may result in large commissions. Trading in securities may require you to trade your accounts aggressively, and pay commissions on each trade. The total daily commissions that you pay on trades may add to losses or significantly reduce earnings.
- (f) Trading in securities normally requires the use of specialized software. You must

be knowledgeable in the use of this software. Otherwise, you may not be able to correctly interpret your security positions, trades may be entered or routed incorrectly, positions may not be correctly closed out, and you could be at a competitive disadvantage to more skilled traders.

- (g) Disruptions in the electronic trading systems or failure, interruption or down time of the computer hardware, communication lines, and data networks could disrupt trading and the liquidity and availability of timely execution or reporting could diminish substantially. This could result in substantial losses, especially during periods of volatility.
- (h) Securities can be very volatile and can open at dramatically different prices on the opening of each day. Similarly, regulatory authorities can halt trading in a security or securities and prices can vary dramatically at the reopening with no interim capability of trading during the halt. Holding large positions in volatile securities, especially after the end of the trading day, can result in tremendous losses.
- (i) Market and specific security volatility adds to the risk on on-line trading. High volumes of trading at the market opening or intra-day may cause delays in execution and executions at prices significantly away from the market price quoted or displayed at the time the order was entered. Market makers may execute orders manually or reduce their size guarantees during periods of volatility resulting in possible delays in order execution and losses. Program trading, institutional buying/selling, mutual fund buying/selling, and news related events also add to the volatility of the overall market and specific securities.
- (j) Companies are required to execute a market order fully and promptly without regard to price and that, while you may receive a prompt execution of a market order, the execution may be at a price significantly different from the current quoted price of that security. Limit orders will be executed only at a specified price or better than that, while you receive price protection, there is the possibility that the order will not be executed. Since market orders must be executed as promptly as possible, it may not be feasible to cancel a market order since it may have already been executed, even if a customer has not yet received a report confirming the execution. Entering a cancel order and separate replacement order may result in you being responsible for the execution of duplicate orders.
- (k) You may suffer market losses during periods of volatility in the price and volume of a particular stock when system problems result in inability to place buy or sell orders. If you trade on-line, you may experience difficulties accessing your accounts due to high Internet traffic or because of system's capacity limitations. When on-line trading has been disabled or is not available because of system limitations, you may have difficulty reaching our representatives on the telephone during periods of high volume.
- (l) If you have filled out a trading authorisation and designated someone other than yourself to trade your capital, you should be aware this opens up new risks. The trader will have discretion to trade any securities he/she deems appropriate. The trader will have no legal responsibility to report and trades or executions to you. You may not be able to monitor your capital at times on a real time basis. If the trader is unreliable or unsuccessful, you could lose all of your capital.
- (m) Security is a key requirement for your protection. You must protect your user identification and password. You must also protect against computer entry by someone other than yourself. You are responsible for all trades entered under your user identification and password.
- (n) It is very important that you reconcile your account on a daily basis. Your review should include confirmations and monthly statements. You must always know your buying power and positions held in your account. Any suspected errors should immediately be brought to the attention of OSPL. All losses are your responsibility. The sole responsibility of OSPL shall be limited to loss of funds caused solely by the fraudulent or dishonest acts of its employees.

## TRADING IN EQUITY-LINKED INSTRUMENTS

The return component of equity-linked instruments is based on the performance of a single security, a basket of securities, or an equity index. You may suffer capital loss should the price of the underlying shares go against you. In extreme cases, you may lose your entire capital. The maximum return on investment is usually limited to a predetermined amount of cash as specified in the equity-linked instruments. So even if your view of the direction of the underlying stock price is correct, you will not gain more than the specified amount. The return payable for the equity-linked instruments is determined at a specified time on the valuation date, irrespective of the fluctuations in the underlying stock price before or after the specified time. Unlike traditional time deposits, there is no guarantee that you will get a return on your investment or any yield. There is also a possibility that the note issuers will default on their obligation in returning you the purchase principal or in selling you the underlying securities. When you buy equity-linked instruments for higher returns, you must be prepared to take higher risks.

## TRADING WITH SHARE FINANCING ACCOUNTS

Before trading securities in a share financing account, you should carefully review the share financing agreement provided by your company. Consult your company regarding any questions or concerns you may have with your margin accounts.

When you purchase securities, you may pay for the securities in full or you may borrow part of the purchase price from your brokerage company. If you choose to borrow funds from your company, you will open a margin account with the company. The securities purchased are the company's collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, the company can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts held with the member, in order to maintain the required equity in the account.

It is important that you fully understand the risks involved in trading securities on margin.

These risks include the following:

- (a) You can lose more funds than you deposit in the share financing account. A decline in the value of securities that are purchased on margin may require you to provide additional funds to the company that has made the loan to avoid the forced sale of those securities or other securities or assets in your account(s).
- (b) The company can force the sale of securities or other assets in your account(s). If the equity in your account falls below the maintenance margin requirements or the company's higher "house" requirements, the company can sell the securities or other assets in any of your accounts held at the company to cover the margin deficiency. You also will be responsible for any short fall in the account after such a sale.
- (c) The company can sell your securities or other assets without contacting you. Some investors mistakenly believe that a company must contact them for a margin call to be valid, and that the company cannot liquidate securities or other assets in their accounts to meet the call unless the company has contacted them first. This is not the case. Most companies will attempt to notify their customers of margin calls, but they are not required to do so. However, even if a company has contacted a customer and provided a specific date by which the customer can meet a margin call, the company can still take necessary steps to protect its financial interests, including immediately selling the securities without notice to the customer.
- (d) You are not entitled to choose which securities or other assets in your account(s) are liquidated or sold to meet a margin call. Because the securities are collateral for the margin loan, the company has the right to decide which security to sell in order to protect its interests.

- (e) The company can increase its “house” maintenance margin requirements at any time and is not required to provide you advance written notice. These changes in company policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may result in the company liquidating or selling the securities in your account(s).
- (f) 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 customers under certain conditions, a customer does not have a right to the extension.

#### TRADING WITH SECURITIES BORROWING ACCOUNTS

You should carefully review the securities borrowing agreement provided by your company. Consult your company regarding any questions or concerns you may have with your securities borrowing accounts.

When you effect a sell order of securities that you do not own with the intention of buying it at a lower price than you sold it, you are short-selling. You must borrow the relevant quantity of securities sold from the company for delivery at the time of the sale. Accordingly, you are required to open a securities borrowing account with the company. You will have to pay borrowing fees to the company. You do not own the securities that you have borrowed, accordingly any dividends or rights declared during the course of the loan belong to the company.

As you have borrowed securities from the company, you are trading on margin. Therefore, all the risks of margin trading (discussed above) are applicable.

Short-selling is extremely risky. At a certain point in time, you must “close” your short position by buying the same number of shares and returning them to the company. If the price of the securities rises, you have to buy them at a higher price. Since there is no limit to how high a stock can be priced, there is no limit as to how much you can lose. Your losses are therefore infinite. If the stock splits during the course of your short position, you will owe the company twice the number of shares at half the price. The company can demand the return of the securities borrowed at any time.

#### TRADING IN FOREIGN SECURITIES

You should only invest in foreign securities if you understand your exposure to risk. You should not rely on this information as a complete explanation of the risks of investing in foreign securities. You should ask your company for copies of risk disclosure statements issued by foreign brokerage companies that it trades with on your behalf for a full understanding of the risks involved in trading securities in that foreign country.

In considering whether to trade in foreign securities or enter into any such transaction, you should be aware of the following:

- (a) All orders to buy and sell securities are made in the relevant foreign currency but the settlement amount may, at your request, be converted and paid in Singapore dollars. The currency conversion will occur after the trade has occurred. You carry the risk that the foreign exchange rate may have changed since your order was entered. The volatility of the exchange rate is a matter you should consider. The past performance of the exchange rate is not necessarily a guide to future performance. Depending on the circumstances and timing of the transaction, and relevant movements in currencies during that period, the difference between what you originally expected to pay or receive and what you actually pay or receive may be substantial. In extreme cases, currency volatility may significantly erode potential profits (or significantly increase any losses) you make from buying or selling the relevant foreign securities.
- (b) While you hold foreign securities, you are exposed to the risks of currency movements. Changes in the relevant foreign exchange rate may adversely affect the value of your investment and the investment return. Understanding

how the exchange rate impacts your investment is important. The direction of the Singapore dollar will influence the value of your foreign investments. Ignoring market price movements, if the value of the Singapore dollar falls relative to the currency in which securities are denominated, then the value of your foreign securities will rise in Singapore dollar terms. Conversely, if the value of the Singapore dollar rises, then the value of your foreign securities will fall. Similarly, movements in the relevant exchange rate will impact on the Singapore dollar value of any dividends or distributions you receive.

- (c) You may suffer liquidity risk in that you will not be able to dispose of your foreign securities for a reasonable price in the market. Like all markets, this may be because there are insufficient buyers for the foreign securities, or the price buyers are prepared to pay is lower than sellers are prepared to accept. Overseas markets may have lower trading volumes and fewer listed companies. The trading times for each day may be different to the Singapore market. Factors such as these may affect the liquidity of trading in the foreign securities.
- (d) Some foreign markets are much more volatile than the Singapore market, and this can have adverse consequences for orders designated "at market". To limit this risk you should always consider putting a "limit price" on your orders. Volatility can be particularly high in markets that continue to operate outside normal trading hours in other countries.
- (e) The market price of foreign securities is affected by the same risks that affect all stock market investments. These include the present and anticipated economic environment, investor sentiment, interest rates, exchange rates and the general level of economic activity. However, it may be difficult to fully understand all of the political, economic and social factors that influence the relevant overseas market. While these factors provide benefits of diversification, they also contribute to the risk of investing overseas.

## STRUCTURED TRANSACTIONS

Where a transaction is "structured" or made up of several instruments, you should be aware that there are risks associated with each instrument evaluated separately and risks associated with the transaction evaluated as a whole. Therefore, your assessment of the transaction should involve consideration of the individual instruments and the transaction as a whole.

Certain transactions may be high risk transactions and the net outcome may depend on the performance of underlying reference obligations, assets and/or certain other financial instruments or indices (the "Underlying Indicator"), whether the Underlying Indicator forms part of the security under the transaction or not. You should therefore ensure that you fully understand the risks involved in the Underlying Indicator and satisfy yourself that you are willing to accept such risks.

As "structured" transactions are usually executed over-the-counter, you should be aware that, accordingly, it may 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 transactions. You should factor in this uncertainty in your overall consideration of the potential impact on your investment in the transaction.

## CREDIT RISKS

The company may not always be your contractual counterparty or the issuer under certain transactions. Where the company is not your contractual counterparty or the issuer, your contractual counterparty or a third party issuer (and not the company) will be liable to you under the transaction or otherwise in respect of a product purchased by you. Accordingly, in considering whether or not to enter into the transaction, 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 also involve the assumption by you of credit risks which you should ensure you are able to evaluate.

### COUNTERPARTY RISKS

You should 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 and you should evaluate the comparative credit risk.

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

Your net returns from a transaction would also be affected by the transaction costs (which include commission, fees and other charges) charged by the company. You should consider these costs in any risk assessment made by you.

You should be aware that the company is engaged in certain customer driven and proprietary activities in many markets. These general activities, as well as the company's hedging activities which are related to certain transactions entered into with you, may adversely affect the value of such transactions.