

# DECLARATION AND AGREEMENT

## GENERAL

In consideration of OCBC Securities Private Limited ("OSPL") processing my/our application to open any account and/or for any facilities or services in my/our name as requested in this application, I/we hereby declare, warrant and agree:-

- (a) that all information submitted above or otherwise in connection with this application are true and accurate in all respects;
- (b) that I/we understand, accept and agree to the terms and conditions set out in this application and in the OSPL Standard Trading Terms and Conditions (including the supplement to the March 08 version of the OSPL Standard Trading Terms and Conditions and as they may be amended from time to time);
- (c) that I/we shall supply any additional information and documentary proof and place a deposit on the value of the shares to be purchased as OSPL may require in connection with the processing of this application and the opening, operation and maintenance of any account or facility or service established with OSPL;
- (d) that I/we will execute all documents and instruments (including any security documents) and do all acts and things as may be required by OSPL in connection with the processing of this application and the opening, operation and maintenance of any account or facility or service established with OSPL;
- (e) (where there is more than one applicant) to be jointly and severally liable and responsible for all payments and obligations arising from our joint account(s) and facilities with OSPL;
- (f) that I/we undertake to give OSPL notice in writing of any change in particulars given above and to submit relevant documentary proof to OSPL for any change of the particulars given above;
- (g) (where I/we am/are Malaysian residents) that I/we undertake to ensure that I/we am/are in full compliance with the Bank Negara Malaysia Foreign Exchange Administration Rules on Investment in Foreign Currency Assets or any other relevant regulation that may regulate the movement of the Ringgit currency for Malaysian Residents as stipulated by Bank Negara Malaysia and/or the relevant authorities in Malaysia.
- (h) that I/we understand that OSPL has the right not to approve this application at its absolute discretion. I/we understand that in the event that my/our application is rejected, OSPL is not under any obligation whatsoever to render me/us any reason or explanation; and
- (i) that I/we agree to abide by the prevailing rules, regulations and other directions of Singapore Exchange Limited and its subsidiaries (including Singapore Exchange Securities Trading Limited and/or the Singapore Exchange Derivatives Trading Limited) (collectively "SGX") or any regulatory body or exchange (whether in or outside Singapore) which may be applicable to me/us and/or my/our transactions. I/We understand that OSPL is required under the prevailing SGX rules and regulations to report all delinquent and disputed accounts to SGX. I/We hereby authorize OSPL to disclose to the SGX all such information which may be required by SGX in the event my/our account is classified as delinquent or disputed under the SGX rules and/or regulations.

## CONSENT TO DISCLOSURE

By signing this application, I/we authorize, consent and agree to the disclosure by OSPL and/or any officer or agent of OSPL at any time and from time to time of any and all information (including all particulars or transactions) in respect of any of my/our account(s) opened or maintained with OSPL to any person and for any purpose described in the clauses under Clause 24 of Section A of the OSPL Standard Trading Terms and Conditions.

## FOR APPLICATION OF ELECTRONIC PAYMENT FOR SHARES

- (a) I/We acknowledge that I/we understand, accept and agree to the following terms and conditions:-
  1. OSPL shall be entitled, but not bound, from time to time to pay the sales proceeds and contra gains (the "sales proceeds") arising from the transactions effected through the Trading Account to the designated Bank Account. OSPL may, at its option, elect to pay me/us the sales proceeds by cheque and such election shall be binding on me/us.
  2. No payments shall be made by OSPL to the designated Bank Account through the Electronic Payment For Shares service (the "service") on Saturdays or half business days of the Participating Banks or OSPL.
  3. OSPL shall be entitled, but not bound, from time to time to:
    - (a) Deem and treat any payments made by me/us from time to time through the service (the "electronic payment") as being paid on the market day following the date of the electronic payment;
    - (b) Apply all or any amounts received pursuant to the electronic in payment of outstanding purchases or contra losses (the "outstanding contracts") made through the Trading Account in chronological order so that the outstanding contract for which payment is due first will be settled first, notwithstanding any instructions from me/us as to how the electronic payment is to be applied; and
    - (c) Setoff all or any amounts received pursuant to the electronic payment against all or any amounts due and owing by me/us to OSPL before applying the said electronic payment to settle any outstanding contracts, notwithstanding any instructions from me/us as to which outstanding contract the electronic payment is to be applied.
  4. OSPL and the Participating Bank are not responsible for any errors, inaccuracies or omissions (the "omissions") in the information that may be displayed or transmitted by the Participating Bank to me for the purpose of making any electronic payments through the service such as the contract or contra statement numbers and the amounts due thereunder. My liability to OSPL for all and any amounts owing to OSPL shall be unaffected by the omissions.
  5.
    - (a) I shall remain liable to OSPL for all and any amounts owing OSPL howsoever arising from transactions effected through the Trading Account until full payment is received by OSPL.
    - (b) An electronic payment shall be deemed to be received by OSPL if OSPL's bank account is credited with the electronic payment. An instruction to the Participating Bank to debit the designated Bank Account and/or to transfer any amount from the designated Bank Account to OSPL shall not constitute payment to OSPL.
    - (c) Nothing herein shall prejudice or preclude OSPL from exercising its rights to recover any amounts due and owing to OSPL howsoever arising from transactions effected through the Trading Account, including the right to force-sell securities purchased under outstanding contracts, until OSPL has received full payment therefor.
    - (d) Where OSPL has exercised its rights to force-sell any securities, OSPL shall be entitled to apply all or any amounts received pursuant to the electronic payment in accordance with condition 3(c) hereof.
  6. Neither OSPL, the Participating Bank nor their respective agents shall be liable for any loss, consequential loss, damages, costs and charges suffered by me/us or any other party as a result of any failure by the Participating Bank to credit payment of the sales proceeds into the designated Bank Account or as a result of any failure by the Participating Bank to transfer any electronic payment from the designated Bank Account to OSPL or as a result of any malfunction partial or total failure of any machine, data processing system, electronic transmission or communications system or arising from causes or circumstances beyond the control of OSPL, the Participating Bank or their respective agents.
  7. OSPL and/or its agent's records of the instruction, operations or transactions made or performed, processed or effected through the services by OSPL and/or its agent or by or purported to be from me or by the Participating Bank shall be binding and conclusive on me for all purposes whatsoever and shall be conclusive evidence of the instructions, operations or transactions.
  8. OSPL shall be entitled to add, vary, rescind or amend any of these terms and conditions at any time at its discretion.
- (b) I/We acknowledge that the authorizations herein shall continue to be in force until I/we expressly revoke them by giving 3 weeks notice in writing to OSPL or the closure of the designated Bank Account, whichever is the earlier. OSPL may in its absolute discretion terminate the Electronic Payment For Shares service by giving me/us written notice at our address stated above.