

Futures Trading and Leveraged Foreign Exchange Trading Individual/ Joint Terms of Business

THIS DOCUMENT contains the terms and conditions which govern the relationship between CGS International Securities Singapore Pte Ltd (“**CGS SG**”) and the applicant or applicants (the “**Client**”) for the Accounts (as hereafter defined).

1. Definitions

1.1 Unless the context otherwise requires, the following words or expressions in these Terms of Business shall have the following meanings:

“**Accounts**” has the meaning given in Clause 2.1.

“**Application Form**” means the application form for the Services to be provided by CGS SG and signed by the Client and which incorporates these Terms of Business.

“**Authorised Parties**” has the meaning given in Clause 21.1(a).

“**Business Day**” means a day (other than a Saturday or Sunday) in which the financial institutions in the relevant Market are open for business.

“**CGS SG Group**” means CGS SG and CGS SG’s Affiliates collectively.

“**CGS SG’s Affiliate**” means a related corporation (as defined in the Companies Act 1967 of Singapore) of CGS SG.

“**Client’s Affiliate**” means (i) a related corporation (as defined in the Companies Act 1967 of Singapore) of the Client and/or (ii) a corporation in which the Client owns or controls, directly or indirectly, between 20% to 50% (both inclusive) of the equity of such corporation.

“**Clearing House**” means the relevant clearing house, corporation or system of the Market upon which the relevant Investments are traded.

“**close out**” means, in relation to any Futures/Options Contract, a Futures/Options Contract deemed to be a closed out contract under the relevant Market Requirements and/or the entering into by CGS SG of a second Futures/Options Contract on identical terms to the first, except that:

- (a) there may be a difference in the price thereof; and
- (b) the Client takes the opposite position from the position the Client holds under the first Futures/Options Contract for the purpose of crystallising the profit or loss on that first mentioned Futures/Options Contract.

“**Commodities**” means any item and includes, without limitation, agricultural commodities, gold and other metals, currencies, interest rates, indices (whether futures market or otherwise), or other financial contracts, energy, right or authority, and shall, where the context requires, include a Futures/Options Contract in respect of any of the above and, in each case, whether the item is capable of being delivered or otherwise.

“**Communications**” has the meaning given in Clause 20.1.

“**Contractual Currency**” means the applicable currency specified by the relevant Exchange on which the relevant Investments are traded.

“**Electronic Communications**” means any electronic or interactive product or service offered by CGS SG, which allows the Client to communicate with the CGS SG Group or with any third party service provider. Such electronic services include but are not limited to services which allow electronic data communications to be transmitted between parties through the use of personal, home or business computers and the like, connected by a modem or other device to the Internet or a telecommunications network.

“Event of Default” means (a) the Client failing to pay any sum under these Terms of Business when due; (b) the Client failing to take delivery of any property under these Terms of Business when due; (c) the Client failing to perform any of its obligations under the terms and conditions of these Terms of Business, including, without limitation, failing to provide margins or variation adjustments upon CGS SG’s request, and not remedying such failure within such time period as may be specified by CGS SG at its sole and absolute discretion whether in writing or otherwise, and where such failure arises in relation to a Margin call, an Event of Default shall be deemed to have occurred if such default is not remedied within three (3) Business Days; (d) where the Client is a corporation, immediately upon the Client convening a meeting of its creditors or the making of a proposal for a voluntary arrangement or the making of a proposal for any other composition, scheme or arrangement with (or assignments for the benefit of) its creditors or upon the Client being unable to pay its debts within the meaning of the Companies Act 1967 of Singapore, or upon the appointment of a trustee, receiver, judicial manager or similar officer in respect of all or any part of the business or assets of the Client or upon the presentation of an application or the convening of a meeting for the purposes of considering a resolution or other steps being taken for the winding-up of the Client or for the making of an administration order or upon a material adverse change in the Client’s financial position which in CGS SG’s opinion, may affect the Client’s ability to perform the Client’s obligations under these Terms of Business; (e) where the Client is an individual, immediately upon the death or the bankruptcy of the Client or upon the Client petitioning for a voluntary arrangement under the Insolvency, Restructuring and Dissolution Act 2018 of Singapore, or upon any order under the Mental Capacity Act 2008 of Singapore, being made in respect of the Client; (f) the levying of any attachment against the Accounts of the Client; (g) any representation, warranty or statement made by or deemed made or given by the Client under these Terms of Business being or becoming incorrect, untrue or misleading in any material respect when made or repeated or deemed to have been made or repeated; (h) upon CGS SG considering, in its reasonable belief, it necessary or desirable to prevent a breach of the Market Requirements or of good standard of market practice; (i) the Client admitting to CGS SG its inability to, or its intention not to, perform any of its obligations hereunder and/or in respect of any loan, debenture, mortgage or agreement; (j) any of the assets of the Client being transferred or ordered to be transferred to a trustee by a regulatory authority pursuant to any securities regulating legislation or seized, nationalised, expropriated or compulsorily acquired by any government or agency; or (k) where CGS SG considers it necessary or desirable for its own protection or upon a material adverse change in the Client’s position which in CGS SG’s opinion, may affect the Client’s ability to perform or comply with the Client’s obligations under these Terms of Business.

“Exchange” means the relevant commodities, futures or options exchange on which the relevant Investments are traded.

“Futures/Options Contracts” has the meaning given to such terms by the rules, regulations and procedures of the relevant Exchange, or Clearing House, as the case may be.

“Futures/Options Trading Services” means services provided by CGS SG in connection with the execution of, and the clearing of purchases and sales of, Futures/Options Contracts.

“Futures/Options Trading Services Annex” means the Annex to these Terms of Business containing terms and conditions applicable to the provision of Futures/Options Trading Services by CGS SG to the Client.

“Investments” means Exchange-traded Commodities, Futures/Options Contracts, Leveraged FX Contracts and OTC products.

“Joint Account Holders” has the meaning ascribed to it in Clause 4.1 of these Terms of Business.

“Leveraged FX Contract” means a contract between CGS SG and the Client under which each agrees with the other to exchange a certain amount of one currency for a certain amount of another currency for delivery on a certain maturity date on a leveraged basis, and unless the context requires otherwise, includes a Reverse Contract (as defined under the Leveraged FX Trading Services Annex).

“Leveraged FX Trading Services” means services provided by CGS SG in connection with Leveraged FX Contracts.

“Leveraged FX Trading Services Annex” means the annex to these Terms of Business containing terms and conditions applicable to the provision of Leveraged FX Trading Services by CGS SG to the Client.

“Market Requirements” means all the constitutions, laws, rules, regulations, by-laws, customs and practices, rulings, interpretations, standards, Prescribed Terms, levies and administrative requests of the relevant Markets, governmental or regulatory authorities, Exchanges and Clearing Houses whatsoever.

“Markets” means the financial markets in the jurisdictions in which the Client currently trades with CGS SG together with any additional jurisdictions as may be notified to the Client by CGS SG from time to time and “Market” means any one of them.

“OTC” means over-the-counter.

“Parties” means CGS SG (and/or CGS SG’s Affiliates) and the Client and **“Party”** means any one of them.

“Prescribed Terms” means the terms of any client agreement which are mandatory under the Market Requirements of a particular Market and which CGS SG enters into with a participant of such Market in order for CGS SG to execute the Client’s instructions to conduct a transaction in that Market on the Client’s behalf.

“Services” means any services provided to the Client by CGS SG under these Terms of Business, the applicable Services Annex and/or such other terms and conditions as CGS SG may from time to time prescribe.

“Services Annex” means any Annex to, or any other supplementary terms and conditions incorporated from time to time in, these Terms of Business in relation to a specified Service to be provided to the Client by CGS SG and in particular, the Futures/ Options Trading Services Annex and the Leveraged FX Trading Services Annex.

“these Terms of Business” means these terms of business, together with any applicable Services Annexes or any supplemental agreements and any other documents expressed to incorporate these Terms of Business, which govern the provision of Services as set out herein and as supplemented, modified or amended from time to time.

1.2 Words importing only the singular number includes the plural number and vice versa. Words importing the masculine gender include the feminine and neuter gender and vice versa. References to clauses are references to clauses of these terms and conditions. Headings in these terms and conditions are inserted for ease of references and shall not affect the interpretations thereof.

1.3 All references to clauses, unless otherwise specified, are references to clauses in these terms and conditions.

1.4 Unless otherwise specified, a reference to time is to Singapore time.

2. Appointment And Services

2.1 The Client requests and authorises CGS SG to open an account or accounts in the Client’s name for the purpose of purchasing, executing, investing in, selling, exchanging, clearing for sale and purchase, otherwise disposing of, and generally dealing in and with any and all kinds of Investments including, if necessary, for the provision of the Services (the **“Accounts”**).

2.2 The additional terms and conditions applicable to the provision of a particular Service are set out in the relevant Services Annex and, where applicable, any other supplemental agreement to these Terms of Business. Such additional terms and conditions shall be deemed to be incorporated into and form part of these Terms of Business. The Services offered by CGS SG include the Futures/Options Trading Services and the Leveraged FX Trading Services. CGS SG may, from time to time and at its sole and absolute discretion, provide the Client with other Services, the terms of which will be notified to the Client in writing and, where necessary, the Client may be required to agree to such terms in writing. Any such additional terms will thereafter form a part of and be supplemental to these Terms of Business.

2.3 The Client agrees to provide CGS SG with certified copies of such documents as CGS SG may request and to do such things as CGS SG may, in its sole and absolute discretion, deem necessary or desirable to ratify or confirm anything done or to be done by CGS SG or its agents in the exercise of its rights and powers pursuant to or arising from these Terms of Business.

2.4 The Client agrees that CGS SG may in its sole and absolute discretion, and for the purposes of client facilitation or otherwise, provide the Client with foreign exchange transactions in relation to the Services and/or the payment, combination, set-off, application, transfer or otherwise of the Client’s transactions at such rate as CGS SG may in its reasonable discretion determine and further agrees that the Client shall bear and be solely responsible for all currency exchange risks arising therefrom or otherwise.

3. Agents

The Client acknowledges and agrees that CGS SG shall from time to time and in its sole and absolute discretion, be entitled to appoint agents, and to enter into transactions for the purposes of the Services with or through, such banks, brokers, investment advisers, financial and other institutions as CGS SG may from time to time select and that Clause 8 shall apply to the costs, charges, fees, commissions and other expenses of such agents.

4. Instructions

- 4.1 The Client acknowledges and agrees that the Client's instructions are irrevocable unless CGS SG agrees otherwise in writing and that any request to cancel or amend the Client's instructions may only be made to CGS SG before such instructions are executed. The Client further accepts and shall bear full responsibility for the execution of the Client's instructions, partial or otherwise. The Client further agrees that, in the event that an Account is opened in the names of two or more persons (collectively, the "**Joint Account Holders**" and each a "**Joint Account Holder**"), CGS SG shall be entitled to accept instructions (whether oral or written) from any Joint Account Holder in respect of such Account, and such instructions shall be binding on all other Joint Account Holders.
- 4.2 CGS SG shall be entitled but not bound to act on any instructions from the Client and shall be entitled to reject any instructions from the Client without reason. CGS SG shall not be liable for or bear any liability in respect of any losses or damages that may be suffered or incurred by the Client in connection with CGS SG's rejection of the Client's instructions.
- 4.3 The Client acknowledges that, unless the Client gives specific and precise written instructions to the contrary or unless CGS SG, in its sole and absolute discretion, determines otherwise, the Client's orders for Investments shall be valid for the day on which they are received by CGS SG and shall lapse upon the market close of the relevant Exchange immediately following CGS SG's receipt of the orders from the Client. In the event that the relevant Exchange is closed when CGS SG receives the Client's order, such order shall be treated as an order received on the following Business Day in the jurisdiction of the relevant Exchange.
- 4.4 The Client acknowledges and agrees that, unless CGS SG informs the Client otherwise, CGS SG shall be entitled to rely, at the Client's risk, on any communication, in any form, whether oral or written and whether sent by hand, facsimile, electronically or through other means, which is purported to have been made by the Client or on the Client's behalf and which CGS SG believes in good faith to have been made by the Client or on the Client's behalf. The Client acknowledges that CGS SG shall not be obliged to verify the capacity of the person or persons giving instructions or the authenticity of such communication and that, where the Client is a body corporate, CGS SG shall be under no duty to supervise or verify the Client's compliance with any restrictions on investment or otherwise, whether the Client has the requisite powers for the purposes of the Services or to determine or verify whether the Client has the requisite power, or have duly exercised any such power, to open, maintain or operate any of its Accounts or to give instructions or otherwise act in connection with its Accounts.
- 4.5 The Client agrees that all transactions entered or purportedly entered into by CGS SG on the Client's behalf in accordance with the Client's instructions, shall for all purposes be, and be treated as, for the Client's account.
- 4.6 The Client shall immediately inform CGS SG in the event of the Client becoming aware of an event that has occurred or which the Client believes could occur which might affect CGS SG's ability to transfer any of the Client's Investments or if the Client becomes aware or suspects that any transactions in the Client's account were not instructed by the Client.
- 4.7 The Client agrees that in the event that the Client elects to send instructions to CGS SG via facsimile, electronic means or any other means which CGS SG is unable to verify as instructions made by the Client, the Client intends for CGS SG to treat such facsimile or electronic instructions as the Client's original instructions and for CGS SG to forthwith act on such instructions. In such cases, the Client acknowledges and understands that CGS SG will not be in a position, and will not be obliged, to examine the authenticity of the Client's facsimile or electronic instructions and agrees that CGS SG will not be liable for any errors, loss or damages associated with its acceptance of and acting on such facsimile or electronic instructions. The Client undertakes to indemnify CGS SG, and keep CGS SG indemnified from and against and in respect of all costs, expenses, claims, liabilities (whether actual or contingent), demands, proceedings whatsoever which may be taken against or incurred or sustained by CGS SG directly or indirectly from or by reason of or in relation to its acting on the Client's facsimile or electronic instructions.

5. Transactions

- 5.1 The Client agrees that CGS SG shall act as the Client's execution agent in effecting Investments and CGS SG shall (subject to any contrary Market Requirements) be entitled, in its sole and absolute discretion, to execute the Client's orders in accordance with market practice. Notwithstanding anything in these Terms of Business, CGS SG shall be under no obligation to give effect to any of the Client's orders or instructions and is entitled at its sole and absolute discretion to refuse to carry out such orders or instructions without providing a reason for such refusal, and in the event that CGS SG decides to give effect to any such order or instruction, CGS SG reserves the right to thereafter unilaterally withdraw such order or instruction prior to it being executed without providing any reason therefor.
- 5.2 CGS SG shall be entitled, without prior reference to the Client and for any reason whatsoever, to combine the Client's order with other orders, whether such other orders belong to other clients of CGS SG or to a member of the CGS SG Group or their clients. The Client agrees that in the event that CGS SG aggregates the Client's order with orders of other clients, the allocation of the Investments may be done within such time as considered reasonable having regard to market practice after the order has been filled.

- 5.3 In the event that in the carrying out the Client's instructions, whether following aggregation under Clause 5.2 or otherwise, there is an insufficient amount of the relevant Investments to satisfy the transactions of all clients of the CGS SG Group, the Investments will be allocated amongst such clients of the CGS SG Group as CGS SG may determine in its sole and absolute discretion having due regard to market practice and Clause 5.4 shall apply to such allocation.
- 5.4 The Client agrees and acknowledges that, notwithstanding Clauses 5.2 and 5.3, if CGS SG or any of its appointed agents, in carrying out any of the Client's instructions, shall not be able to enter into or effect such number of transactions in the relevant Investments on the Client's behalf as may have been specified in the Client's instruction, CGS SG, or any of its appointed agents, shall be entitled to, in its sole and absolute discretion, enter into such fewer transactions in the relevant Investments as specified in the Client's instruction and the Client shall be bound by such fewer transactions as may be entered into. The Client further agrees that CGS SG and/or its appointed agents shall not have any obligation or liability whatsoever and howsoever in respect of any transactions in Investments specified in such instruction which have not been, or were not, entered into.
- 5.5 The Client agrees that CGS SG shall not be under any duty to disclose to the Client any fact or thing which may come to its knowledge in the course of its acting in any capacity for any other person and, subject to applicable laws and regulations, CGS SG shall have no obligation to provide the Client with information with respect to any of the Client's positions or Investments.
- 5.6 The Client agrees that the Client shall be liable for all losses in respect of, arising from or in relation to the Client's Accounts, whether or not such Accounts are liquidated, including, without limitation, any debts and deficiencies arising from such Accounts.
- 5.7 The Client agrees to provide to CGS SG, on demand, such funds to enable CGS SG to discharge any liability incurred or to be incurred in connection with any transactions effected or to be effected on the Client's behalf pursuant to these Terms of Business.
- 5.8 The Client acknowledges that by reason of physical restraints and rapid changes of market prices, CGS SG may not always be able to execute the Client's orders in full or at prices designated by the Client and agrees to be bound by such orders as may be executed by CGS SG in accordance with any Market Requirements.
- 5.9 The Client agrees and acknowledges that in respect of any transaction entered into by the Client in connection with the Client's Accounts and under which CGS SG has agreed on arrangements whereby settlement may be made in a currency other than the Contractual Currency, the settlement in such other currency shall be calculated by reference to a rate of exchange as determined by CGS SG in its sole and absolute discretion on the basis of the then prevailing market rates of exchange between such other currency and the Contractual Currency. The Client agrees to bear all costs, expenses and losses incurred by CGS SG in the event that the Client ceases such foreign exchange arrangements, whether such foreign exchange arrangements cease at the Client's request or due to the underlying transaction entered into by the Client not being valid. For the avoidance of doubt, any losses or liabilities incurred by CGS SG as a result of fluctuations in currency exchange rates shall be borne entirely by the Client and the Client agrees to indemnify CGS SG against all costs, fees, charges and expenses that may be incurred by CGS SG in respect of such fluctuation.
- 5.10 The Client agrees and acknowledges that the Client may be required to limit the number of open positions that the Client may have with CGS SG at any time and that CGS SG may in its sole and absolute discretion close out any one or more positions in order to ensure that such position limits are maintained.

5A. Levels of Service

- 5A.1 The levels of service available from CGS SG in respect of any Investment, as set out below, are subject to change from time to time.
- (a) **EIPs:** In the case of an Investment which is an "Excluded Investment Product" (an "EIP") as defined in the Notice on the Sale of Investment Products [SFA 04-N12] and/or the Notice on Recommendations on Investment Products [FAA-N16], as the case may be (as may be amended or revised from time to time) issued by the MAS, CGS SG and all its representatives will only provide execution only services in relation to transactions and intended transactions in the EIP and will not provide any advice and recommendations;
- (b) **SIPs:** In the case of an Investment which is a "Specified Investment Product" (an "SIP"), as defined in the Notice on the Sale of Investment Products [SFA 04-N12] and/or the Notice on Recommendations on Investment Products [FAA-N16], as the case may be (as may be amended or revised from time to time) issued by the MAS, where the Client is not an accredited investor, institutional investor or expert investor, as the respective expressions are defined in the SFA (a "Retail Investor"), the Client may at any time request for advice or recommendations regarding the transactions or intended transactions in the SIP subject to the execution of a specific agreement between CGS SG and the Client for the provision of such advice or recommendations; and

- (c) **Other Products:** In the case of a product which is neither an SIP nor an EIP, CGS SG and all its representatives will only provide execution only services in relation to transactions and intended transactions in the product and will not provide any advice or recommendations.

5A.2 Where CGS SG provides execution only services, the Client acknowledges and agrees that:

- (a) CGS SG is neither obliged nor will provide the Client with any advice or recommendations;
- (b) CGS SG does not act as the Client's adviser or fiduciary in relation to that transaction;
- (c) even if CGS SG may have provided information, advice or views, such information, advice or views are not to be regarded as investment advice provided by CGS SG to the Client;
- (d) for all of the Client's transactions, the Client is solely responsible for determining the merits or suitability of any and all transactions that the Client may enter into with or through us and the Client shall place no reliance on CGS SG as giving the Client advice or making recommendations; and
- (e) CGS SG assumes and materially relies on the Client being agreeable and willing to generally accept sole responsibility for determining the merits or suitability of any and all transactions that the Client may enter into with respect to any and all investment products.

5A.3 Where CGS SG does provide recommendations ("**Formal Advice**") subject to the execution of a specific agreement between CGS SG and the Client for the provision of Formal Advice, the Client understands that it will have no obligation to accept any recommendation made by CGS SG and shall retain sole control and authority over its trading and investment decisions and shall be entitled to determine, in its sole discretion, whether to accept, reject or implement any recommendation made by CGS SG.

5A.4 Where the Client chooses not to accept in whole or part any recommendation of CGS SG, the Client is deemed not to accept the recommendation. Where the Client does not wish to receive advice, does not accept or is deemed not to accept any recommendation but still proceeds to give instructions to buy or sell any Investment or enter into any transaction or contract otherwise than as recommended, the Client acknowledges and agrees that CGS SG cannot, in such circumstances, be held responsible for the suitability of the Investment bought or sold, or the transaction or contract entered into by, the Client and that it is the Client's own responsibility to ensure the Investment, transaction or contract suits its needs.

6. Requirement For Delivery Versus Payment

Unless CGS SG specifies in writing otherwise, all transactions in Investments shall be effected on a delivery against payment basis. In the event that delivery and payment is not simultaneous, CGS SG shall be obliged to treat the Client's money in its possession in accordance with the applicable "Client Money Rules" for each Market and Clause 7.

7. Client Money

- 7.1 The Client agrees and acknowledges that CGS SG shall be entitled to, subject to any applicable Market Requirements and applicable laws and regulations, deposit any cash balances in any of the Client's Accounts with any financial institutions as CGS SG shall, in its sole and absolute discretion, think fit, including without limitation, with any of CGS SG's Affiliates.
- 7.2 The Client agrees and acknowledges that, unless otherwise agreed in writing by CGS SG in its absolute discretion, the Client shall not be entitled to receive any interest in respect of any cash balances in any of the Client's Accounts held by CGS SG for and on the Client's behalf for any reason whatsoever and further that all such interest shall belong to CGS SG and be retained by CGS SG.
- 7.3 The Client agrees that unless the Client instructs CGS SG in writing otherwise, CGS SG shall credit the proceeds of any sale of Investments pursuant to these Terms of Business, less all amounts which CGS SG is entitled to deduct under these Terms of Business or required to deduct under applicable laws or regulations, to the Client's Accounts.

8. Commission, Fees And Other Charges

- 8.1 CGS SG shall be entitled to charge the Client for such commission, charges, fees, taxes, levies and any other amounts as CGS SG may agree with the Client or which may be required by any Market Requirements.

- 8.2 Without prejudice to Clause 15, the Client agrees to pay and/or reimburse CGS SG on demand for all reasonable costs, commissions, expenses, charges, taxes, fees and penalties incurred by CGS SG or its appointed agents including, without limitation, any bank, broker, investment adviser or financial or other institutions, for or in connection with the provision of the Services to the Client.
- 8.3 CGS SG shall be entitled, in its sole and absolute discretion, to solicit, accept and retain any benefit from any of its appointed agents or other third party in connection with the provision of the Services to the Client including, without limitation, any commissions, rebates or similar payments received in connection therewith, and rebates from standard commissions charged by brokers or other agents to their clients. For the avoidance of doubt, CGS SG shall also be entitled to allocate or pay such commissions or such other amounts to such persons as CGS SG may, in its sole and absolute discretion, deem fit, including, without limitation, pursuant to any soft commission agreements which it may have in place. Any arrangements for the receipt or payment of benefits under this Clause 8.3 shall comply with all applicable laws, codes, rules and regulations.
- 8.4 Any payment which the Client is liable to pay under these Terms of Business shall be made in freely transferable, cleared and immediately available funds, without set-off, counterclaim or other deduction 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, the Client shall pay such additional amount as is necessary to ensure that CGS SG receives the full amount which it would otherwise have received had no such deduction or withholding been required. The Client shall further pay the full amount of such deduction to the relevant taxation authority in accordance with any applicable law. Where the Client makes payment by cheque, cashier's order, bank draft, in any other negotiable instrument or through electronic means, the date of payment shall be the date when such instrument is cleared and full payment is finally received by CGS SG.
- 8.5 CGS SG shall be entitled to charge interest on all amounts owing by the Client under these Terms of Business after as well as before any judgment, at such rate as CGS SG may from time to time in its sole and absolute discretion determine, provided that CGS SG shall give the Client notice of any change in such rate of interest as soon as reasonably practicable after such change becomes effective. Interest shall accrue on a daily basis on a 365 day year and be payable on the last day of each calendar month or upon CGS SG's written demand (whichever is earlier).
- 8.6 CGS SG shall at all times be entitled to set-off any amount standing to the credit of any of the Client's Accounts and/ or any other account which the Client may have with CGS SG and/or any of CGS SG's Affiliates against all present, future, several or joint, secured or unsecured, actual or contingent obligations, liabilities or monies whatsoever at any time owing, due or incurred by the Client to CGS SG or any Account or in respect of the Services.

9. Termination

- 9.1 The Services pursuant to these Terms of Business may be terminated:
- (a) for any reason whatsoever by either Party giving the other Party seven (7) days' notice in writing; or
 - (b) by CGS SG immediately without prior notice upon the occurrence of an Event of Default or in order to comply with any Market Requirements.
- 9.2 The termination of the Services shall not prejudice, impair or otherwise adversely affect the completion of transactions already initiated between the Parties or any of CGS SG's rights or remedies in respect of or arising from an antecedent breach of the Terms of Business by the Client.
- 9.3 The Client agrees that any warranties, representations, undertakings and indemnities given by the Client pursuant to these Terms of Business, and the provisions of Clauses 9, 10, 11, 15, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30, 31 and 32 shall survive the termination of the Services.
- 9.4 Unless otherwise stated in writing, the date on which CGS SG terminates the Services pursuant to Clause 9.1 shall be deemed to constitute the termination date (the "**Termination Date**").
- 9.5 Upon the termination of the Services pursuant to Clause 9.1, CGS SG may, but shall not be obliged to, notify the Client of the day on which CGS SG will terminate all transactions pursuant to and in respect of these Terms of Business.
- 9.6 Upon the occurrence of an Event of Default or on and from the Termination Date (as the case may be):
- (a) CGS SG may decline to accept, cancel and/or withdraw any instructions from the Client;
 - (b) CGS SG may close out all or any Futures/Options Contracts held on the Client's behalf;

- (c) CGS SG will not be obliged to make any further payments or deliveries under any of the Client's transactions which would otherwise have fallen due for performance pursuant to these Terms of Business, and such obligations will be satisfied by settlement (whether by payment, set-off or otherwise) of the amount calculated in accordance with Clauses 9.6 (d) and (e) below;
 - (d) (where applicable) CGS SG will determine, in respect of each transaction set out in Clause 9.6 (c) above, the total cost, loss or gain in such currency in its sole and absolute discretion including, without limitation, any loss of bargain, cost of funding, stock borrowing, penalties or fines or other consequential costs, as a result of the termination of each payment or delivery which would otherwise have been required to be made under each particular transaction;
 - (e) CGS SG may apply any balances in the Client's Accounts towards the discharge of the Client's liabilities to CGS SG;
 - (f) CGS SG will have the right, without notice to the Client, to combine or consolidate all the Client's Accounts and the Accounts of the Client's Affiliates (where applicable), to convert any sums of money into such currencies as CGS SG may consider appropriate, and to set-off or transfer any monies, securities, Investments or other property held for the benefit of the Client and that of the Client's Affiliates in or towards satisfaction of the Client's indebtedness and/or obligations including, without limitation, margin maintenance obligations or liabilities (whether actual or contingent) which may be due, owing or payable to CGS SG, its correspondent brokers, the Exchanges, Clearing Houses, or whatsoever in respect of the Client's Investments;
 - (g) CGS SG will have the right to sell, realise or otherwise deal with all or any of the monies, securities, Investments or other property held by any member of the CGS SG Group anywhere in the Client's name or for the Client's account and apply the proceeds in or towards the satisfaction of the Client's outstanding obligations and liabilities (if any) towards CGS SG, its correspondent brokers, the Exchanges, Clearing Houses, or whatsoever in respect of the Client's Investments;
 - (h) CGS SG will have the right to close all or any of the Client's Accounts, including, without limitation, liquidating all or any open positions in such Accounts;
 - (i) CGS SG may close out, replace or reverse any transaction, enter into any other transaction or take, or refrain from taking, such other action at such times and in such manner as CGS SG considers necessary or appropriate to cover, reduce or eliminate any loss or liability under or in respect of any Investments, positions or commitments;
 - (j) for the period from the Termination Date until the date CGS SG remits any credit balance to the Client in accordance with Clause 9.6 (k), CGS SG shall be entitled to charge an administration fee to be notified to the Client in writing in connection with the termination of the Services and closure of the Client's Accounts; and
 - (k) CGS SG may thereafter, send the Client a remittance of any remaining credit balances to the Client's last known address by prepaid post, or such other means as CGS SG may determine in its sole and absolute discretion.
- 9.7 Without prejudice to the foregoing, upon the occurrence of an Event of Default, CGS SG is hereby granted an irrevocable power of attorney for and on behalf of and in the name of the Client (with the power to appoint a substitute or substitutes as CGS SG may in its sole and absolute discretion think fit) or otherwise to execute all documents and otherwise perfect any documents, deeds, assurances, agreements, instruments and transfers, and do all acts and things which may be proper, necessary or appropriate for the full exercise of the authorities, rights and powers of CGS SG under these Terms of Business. The Client hereby undertakes to ratify and confirm everything that CGS SG or its duly appointed substitute or substitutes shall lawfully do or purport to do or cause to be done pursuant to the power of attorney granted under this Clause.

10. Security And Rights Over The Client's Accounts

- 10.1 If an Event of Default has occurred or is threatened to occur, the Client authorises CGS SG, without prior notice to the Client, to set-off or transfer any sum standing to the credit of any of the Client's Accounts with CGS SG or any other account opened and maintained by the Client with any of CGS SG's Affiliates, wherever situate, in or towards satisfaction of all present, future, several or joint, secured or unsecured, actual or contingent obligations, liabilities or monies whatsoever at any time owing, due or incurred by the Client to CGS SG or any Account or in respect of the Services and, where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at a rate of exchange prevailing in such foreign exchange market as CGS SG shall in its sole and absolute discretion think fit.

- 10.2 Without prejudice to any rights or remedies that CGS SG may be entitled to by law or otherwise, and whether or not an Event of Default has occurred or is threatened to occur, the Client expressly grants to CGS SG:
- (a) a general and continuing lien over all or any part of the Client's interest in any funds (including, without limitation, any deposit or margin payments), securities, Commodities or other property held by CGS SG for any purpose or in the custody of CGS SG in any Account on behalf of the Client (either individually or jointly with others) or which may be in CGS SG's possession to secure the payment of all monies now or later due payable actually or contingently whether under these Terms of Business or otherwise howsoever;
 - (b) the right at any time without notice to the Client to debit or set-off any amount standing to the credit of any of the Client's Accounts with CGS SG in satisfaction of any liabilities or monies at any time owing, due or incurred by the Client to CGS SG or any Account or in respect of the Services;
 - (c) the sole and absolute discretion at any time to sell or otherwise realise any such securities, Commodities and other property from time to time held by the CGS SG Group and to apply the proceeds of any such sale or realisation in satisfaction of such liabilities or monies at any time owing, due or incurred by the Client to CGS SG or any Account or in respect of the Services;
 - (d) the right at any time without notice to the Client to apply any assets held by CGS SG for the Client's account in or towards the discharge of all monies now or later due payable actually or contingently whether under these Terms of Business or otherwise howsoever; and
 - (e) the right at any time without notice to the Client to combine and/or consolidate all or any of the Client's Accounts.
- 10.3 For the avoidance of doubt, in the event that a debit balance arises on any of the Client's Accounts, neither CGS SG nor any member of the CGS SG Group shall nor shall be deemed to be, obliged to make available or continue to make available any credit facilities. In particular, but without prejudice to the Client's obligations in respect of any debit balance which CGS SG or any member of the CGS SG Group permits to arise, the fact that CGS SG and/or any member of the CGS SG Group permits a debit balance to arise on any Accounts so debited shall not impose or imply an obligation on CGS SG or such member of the CGS SG Group to advance monies or incur any obligation on the Client's behalf on any subsequent occasion.

11. Representations And Warranties

The Client warrants, represents and undertakes to CGS SG (on a continuing basis and which representations and warranties are deemed to be repeated each time an instruction is issued by the Client to CGS SG and/or at the date of each transaction under these Terms of Business, with the intent that such representations, warranties and undertakings shall survive the completion of any transaction contemplated herein) that:

- (a) the Client has the power and the capacity, and has taken all necessary action, to enter into, execute, deliver and perform the Client's obligations under these Terms of Business and each transaction and to grant the security interests and powers referred to herein and that such obligations are valid and binding on the Client and are enforceable in accordance with their respective terms;
- (b) the entry into, execution and delivery of these Terms of Business and each transaction by the Client does not (i) require any consent or approval of any person which has not already been obtained; (ii) violate any applicable law or regulation, Market Requirement, or any order, injunction, decree, award or condition of any government, public body, judicial, administrative or organisation presently having jurisdiction over the Client; or (iii) result in the breach of, or would constitute a default under, any agreement to which the Client is a party or a surety, and in particular, any agreement relating to any loan, mortgage, bond, deed or guarantee;
- (c) where required, the Client has or will obtain, and maintain in effect, in relation to all transactions in Investments, all necessary consents of any governmental or other regulatory body or authority applicable to each transaction and that the Client will comply with the terms of the same and all applicable laws and regulations and directives of such bodies and authorities;
- (d) the persons entering into these Terms of Business and each transaction on the Client's behalf have been duly authorised by the Client to do so;
- (e) 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 the Client entering into these Terms of Business or a transaction;
- (f) the Client is permitted under its constitution and any applicable Market Requirements, and is financially able, to sustain any loss which may result from any transaction;

- (g) the Client beneficially owns or is otherwise entitled to transfer the Investments transferred to or placed with CGS SG, its agents or nominees, or charged in CGS SG's favour and/or the assets that are deposited in respect of the Margin and that such Investments and/or assets deposited in respect of the Margin are free and clear from any prior mortgage, charge, lien or other encumbrance whatsoever and the Client will not further pledge, charge or encumber such Investments or grant any lien over them while it is pledged or charged in favour of CGS SG except with CGS SG's prior written consent;
- (h) the Client is not a resident of the United States of America, its territories, possessions and areas subject to its jurisdiction;
- (i) the Client is the principal of the Account and that no person other than the Client has or will have any interest in the Account; and
- (j) all the information which the Client provides or has provided is accurate, true and complete and is not misleading and shall remain accurate, true and complete and not misleading.

12. Dealing As Principal

- 12.1 CGS SG shall be entitled (but not obliged) to (i) assume the role of the counterparty to any contract or transaction which CGS SG has been given an order or instruction to effect on the Client's behalf or is under a duty to effect on the Client's behalf and/ or (ii) enter into that contract or transaction with the Client, and unless required by any applicable laws, CGS SG need not notify the Client that any such contract or transaction of the Client has been effected with CGS SG as the counterparty and CGS SG shall be absolutely entitled to all gains, profits and benefits derived from any such contract or transaction of the Client.
- 12.2 The Client consents that, without any further notice from CGS SG, when CGS SG executes any orders on behalf of the Client, any of CGS SG's directors, officers, employees or agents and/or CGS SG's Affiliates may be the counterparty in such transaction for any proprietary account or an account in which any of them may have a direct or indirect interest, subject to the limitations and conditions that may be contained in any Market Requirements.

13. Conflicts Of Interest

- 13.1 The CGS SG Group may from time to time deal in Investments with or for the Client in circumstances where the CGS SG Group has a direct or indirect interest or a relationship of any description with a third party that may involve or result in a conflict of interest with the Client or in relation to a transaction for the Client. In the absence of an actual conflict of interest that is disadvantageous to the Client, the Client consents, subject to any applicable laws, to CGS SG acting in any manner as it may, in its sole and absolute discretion, consider appropriate.
- 13.2 The CGS SG Group shall not be obliged to disclose to the Client any fact, matter or finding which comes to its notice or that of any of its directors, officers, employees or agents in the course of acting in any capacity for any other person.
- 13.3 The Client acknowledges that the directors, employees of the CGS SG Group and their directors and employees may trade in their personal capacities.

14. Fiduciary Duty

- 14.1 The Client understands and is fully aware of the risks involved in relation to the Investments and/or any transactions CGS SG may execute on the Client's behalf and will not hold CGS SG liable for any losses whatsoever (direct, indirect, special, consequential, punitive or otherwise), loss of investment opportunity or failure to make a profit suffered or incurred by the Client as a result of or in connection with such Investments or transactions.
- 14.2 The Client acknowledges that it is the Client's responsibility to obtain independent tax, accounting and other financial advisers in determining whether to enter into, terminate or take any action with respect to any transaction in respect of Investments or otherwise, or in assessing the merits, suitability, value or effects of any such transaction in light of the Client's experience, objectives, financial and other relevant circumstances and agrees that CGS SG shall have no liability or responsibility whatsoever to the Client for any losses whatsoever (direct, indirect, special, consequential, punitive or otherwise), loss of investment opportunity or failure to make a profit suffered or incurred by the Client as a result of or in connection with such Investments or transactions.
- 14.3 The Client acknowledges that trading, investing or otherwise dealing with the Investments are subject to investment and market risks, including the possible loss of the principal amount invested and that CGS SG does not give any warranty as to the suitability of the Investments traded under the transactions nor does CGS SG assume any fiduciary duty to the Client.

14.4 Without prejudice to generality of the foregoing, the Client acknowledges that any information that may be provided by CGS SG, its employees and/or agents in relation to the Investments shall not be taken as representations or advice to the Client, and that the Client shall not in any circumstances rely on such information. The Client further acknowledges that CGS SG does not make any warranty to the Client in relation to the value, merit or suitability of the Client's transactions.

15. Liability And Indemnity

15.1 CGS SG and/or its directors, officers, employees or agents shall not be liable to the Client in respect of any direct or indirect losses, damages, costs or expenses incurred or suffered by the Client under or pursuant to or arising from these Terms of Business whatsoever unless such loss or damage arises directly from the gross negligence or fraud of CGS SG, its directors, officers, employees or agents. Without prejudice to the foregoing, CGS SG shall not in any circumstances be liable for any consequential or special damages.

15.2 Without prejudice to the foregoing, CGS SG and/or its directors, officers, employees or agents shall not be liable to the Client in respect of any delays, errors, interruptions or failures in any communication or correspondence including, without limitation, the delivery of confirmations or transmission of orders, or for any other matters in relation to a transaction due to the breakdown, unavailability, interruption, error or failure of telephone, facsimile, or other electronic communication lines or electronic system or other communication facilities or equipment howsoever caused unless arising directly from the gross negligence or fraud of CGS SG, its directors, officers, employees or agents.

15.3 No claim relating to or arising from the provision of the Services shall be made unless written notice of such claim (specifying in detail with evidence supporting the Client's claims) shall have been given to CGS SG not later than six (6) months from the date such alleged claim arose.

15.4 The Client undertakes to fully indemnify and hold harmless the CGS SG Group, and keep the CGS SG Group indemnified, from and against and in respect of all liabilities, losses, damages, claims, demands, charges, costs, expenses (including, without limitation, legal fees and costs on a full indemnity basis), actions and proceedings whatsoever which may be taken against or sustained or incurred by the CGS SG Group directly or indirectly from or by reason of or in relation to or arising from or in connection with the provision of the Services or otherwise pursuant to the Terms of Business or the breach of these Terms of Business on the part of the Client and the Client shall pay and reimburse the same to the CGS SG Group on demand at any time or from time to time.

16. Effect Of Terms Of Business; Amendment; Conflict

16.1 These Terms of Business are legally binding and govern the manner in which CGS SG may provide the Client with Services and shall apply to all relationships, Accounts and funds held by CGS SG on behalf of the Client and shall take effect when the Client signifies the Client's acceptance by placing an order with CGS SG following the Client's receipt of these Terms of Business.

16.2 These Terms of Business constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous terms of business or agreements between the Parties, whether written or oral, relating to the same subject matter.

16.3 The Client agrees to be bound by any amendments to these Terms of Business as may be determined by CGS SG in its sole and absolute discretion and notified to the Client in writing from time to time. If the Client gives notice in writing to CGS SG objecting to the amendments of the terms and conditions, such notice of objection by the Client shall, unless otherwise accepted by CGS SG in its sole and absolute discretion, be deemed to be a notice to terminate all of the Client's agreements with CGS SG.

16.4 Subject to Clause 16.1, in the event of any conflict between these Terms of Business and any provision of a Services Annex, the latter shall prevail.

16.5 Notwithstanding Clause 16.4, in the event of any conflict between these Terms of Business (including any Services Annexes) and any of the Market Requirements, the latter shall prevail.

16.6 The Client undertakes to notify CGS SG of any changes in any material information provided by the Client in or pursuant to these Terms of Business, including, without limitation, changes in the Client's contact information and authorised signatories.

17. Capacity

- 17.1 CGS SG may from time to time in its sole and absolute discretion execute or effect any of the Client's transactions pursuant to these Terms of Business through another company, whether within the CGS SG Group or otherwise, whether local or overseas, and the Client hereby acknowledges that CGS SG may from time to time act as agent for any such company and engage sub-agents from outside the CGS SG Group upon such terms as it may decide in its sole and absolute discretion and the Client shall not under any circumstances be regarded as a client of any such company unless such company agrees to the same in writing. The Client acknowledges that CGS SG shall not in any circumstances be liable to the Client for any act or omission of such entity of any kind or nature whatsoever (including, without limitation, those resulting from the fraud, negligence or wilful default on the part of such entity) as a result of or arising from or pursuant to such arrangement.
- 17.2 The Client acknowledges that CGS SG may from time to time, at its sole and absolute discretion, contract with other brokers to provide services to CGS SG in respect of the Client's transactions pursuant to these Terms of Business and that in such cases, CGS SG shall be treated as having entered into such transactions on the Client's behalf and these Terms of Business shall be construed accordingly.
- 17.3 The Client acknowledges that if, by reason of the Client being regarded as a sophisticated market participant, and if the Client meets the applicable criteria, the Client will be categorised by CGS SG as a "**Professional Counterparty**" (which includes similar terminology in respect of different Markets including, without limitation, terms such as "**Professional Investor**", "**Accredited Investor**" and "**Institutional Investor**") and that in such a case, CGS SG's responsibility to the Client as a Professional Counterparty shall be limited to those mandatorily required by any applicable Market Requirements or pursuant to these express Terms of Business;
- 17.4 The Client agrees that the Client is dealing with CGS SG as principal for all transactions generated by the Client or on the Client's behalf pursuant to these Terms of Business and that the Client shall be responsible for all obligations and liabilities arising from and in relation to such transactions and that CGS SG shall not in any circumstances whatsoever have any responsibility or liability towards any person on whose behalf the Client may act (unless a separate customer relationship has been established between CGS SG and that person or CGS SG otherwise agrees in writing).
- 17.5 The Client agrees and acknowledges that if any Accounts are to be opened in the names of Joint Account Holders, the terms and conditions of these Terms of Business shall bind each Joint Account Holder and all undertakings, agreements, obligations and liabilities of a Joint Account Holder under these Terms of Business shall be regarded as joint and several undertakings, agreements, obligations and liabilities respectively of each Joint Account Holder and CGS SG may from time to time exercise or enforce all or any of its powers, rights or remedies under these Terms of Business against all or any Joint Account Holders at its sole and absolute discretion.

18. Market Requirements

- 18.1 The Client acknowledges that the opening and maintenance of the Client's Accounts and all transactions effected on the Client's behalf shall be subject to all prevailing Market Requirements.
- 18.2 CGS SG may in its sole and absolute discretion take, or refrain from taking, any action it considers necessary to ensure compliance with any Market Requirements or to avoid or mitigate any losses thereunder and shall not in any circumstances be liable to the Client for any claims, losses or damages arising (whether directly or indirectly) in respect of any action taken or omitted to be taken by CGS SG. The Client acknowledges and agrees that any act or omission by CGS SG in order to comply with the Market Requirements shall be binding on the Client.
- 18.3 The Client shall comply with all Market Requirements and shall take or refrain from taking any action which CGS SG may require for the purposes of complying with the Market Requirements.

19. Force Majeure

CGS SG shall not be liable for any loss or damage arising from the partial or non-performance of its obligations pursuant to these Terms of Business or from any delay, error, interruption or failure in any correspondence or communication (including, without limitation, the delivery of confirmations or transmission of orders), by reason of any event or cause beyond its control, including, without limitation, any breakdown, malfunction or failure of transmission, telecommunications or computer facilities, industrial action, acts and regulations of any governmental or supra national bodies or authorities or exchanges or clearing houses or settlement systems or the failure of any third party for any reason to perform its obligations or any change in the law or any official directive or policy, in the relevant Market.

20. Notices And Service Of Documents

- 20.1 Any notices, instructions and other communications (“**Communications**”) given hereunder or in connection with the Accounts may be verbal unless otherwise required by these Terms of Business.
- 20.2 CGS SG may but shall not be obliged to act on any verbal notices, instructions or communications. All notices, instructions or other communications sent by the Client to CGS SG shall not be effective until actual receipt thereof by CGS SG.
- 20.3 Subject to Clause 20.6, all notices, instructions and other communication given by letter, telex, fax transmission or other electronic means (including e-mail) shall be addressed to or left at, in the case of CGS SG, the business address of CGS SG at the relevant time and in the case of the Client, the address stated in any agreements entered into between CGS SG and the Client or as notified to CGS SG by the Client in writing from time to time. All such notices, instructions or other communications given by CGS SG to the Client as aforesaid shall be deemed to have been duly received by the Client upon delivery if delivered by hand, or if by post three (3) days after posting, or in the case of telex, facsimile or other electronic means, upon despatch.
- 20.4 Confirmations of the execution of orders placed with CGS SG, statements of the Client’s Accounts and contract notes shall be provided by CGS SG to the Client at such intervals from time to time but at least on a monthly basis and any such confirmations, statements or contract notes shall be conclusive and shall be deemed to be accepted by the Client unless
(i) the Client notifies CGS SG verbally of any errors or discrepancies shown therein within 24 hours after their deemed delivery; and
(ii) if such verbal notification is followed by a written confirmation from the Client to CGS SG within five (5) Business Days of such verbal notification. The Client agrees that the foregoing provision is intended only to provide the Client with the opportunity to examine any such confirmations, statements and contract notes to determine if there are any errors and to amend incorrect transaction records and shall not in any circumstances be regarded as granting the Client a right to terminate the Client’s instructions to CGS SG or to otherwise avoid the Client’s instructions otherwise than in accordance with the Terms of Business.
- 20.5 The Client agrees that personal service of a writ of summons or other originating process or sealed copy thereof of pleadings or other documents may be effected on the Client by leaving the same at the place of business or abode or the address of the Client last known to CGS SG (and in this connection CGS SG shall be entitled to rely on the records kept by it or that of any registry or government or statutory authority), and if the last known address of the Client shall be a postal box or other hold mail address, then personal service may be effected by posting the same to such address or addresses and the Client irrevocably confirms that service of such writs of summons originating process pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on the Client.
- 20.6 The Client consents to the receipt of confirmations of the execution of orders, statements of account and contract notes from CGS SG in the form of an electronic record through Electronic Communications. In the event that the Client gives CGS SG a written notice that the Client no longer wishes to receive such confirmations, statements of accounts and/or contract notes in the form of an electronic record, the Client’s Accounts will be deemed to have been terminated. In the case of electronic records of contract notes and statements of account despatched to the Client by electronic mail, the Client shall be deemed to have received such electronic records immediately after despatch of such electronic records from CGS SG’s electronic mail server. In the case of electronic records of the contract notes and statements of accounts posted on the CGS SG’s website, the Client shall be deemed to have received such electronic records immediately after it has been posted on the website for the Client to retrieve.

21. Disclosure Of Information

- 21.1 The Client hereby expressly authorises and permits CGS SG and each of its authorised representatives (including but not limited to its officers, employees and agents) to divulge, reveal or disclose any or all of the particulars of the Accounts, including but not limited to information relating to any transaction or dealings between the Client and CGS SG to:
- (a) the CGS SG Group, or entity currently or which in the future may be associated with the CGS SG Group, including representative and branch offices, and their respective authorised representatives (including but not limited to its directors, employees and agents) (“**Authorised Parties**”);
 - (b) the auditors, legal advisors and other professional advisors of the CGS SG Group and the Authorised Parties;
 - (c) any person or organisation participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Client, whether in Singapore or elsewhere for the purpose of the operation of the Accounts including but not limited to investigating discrepancies or claims;
 - (d) 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 personalised statements of accounts, labels, mailers or any other document or items on which the Client’s name and/or other particular appears, or any data or record of any document whatsoever;

- (e) the police or any other public officer or any representative of any governmental or regulatory body conducting an investigation in connection with any offence;
- (f) any Exchange, government or regulatory body or governmental (including quasi-governmental) authority or tribunal or courts of Singapore or other jurisdictions, including the jurisdictions in which the Client has traded the Investments or where any of CGS SG's overseas business operations are situated;
- (g) any person to whom disclosure is required or permitted to be made pursuant to due legal process, any applicable laws or rules or regulations or any order of court;
- (h) any Authorised Party for risk management purposes, for monitoring credit exposure of any member of the CGS SG Group, for purposes of centralisation of operations within the CGS SG Group, for purposes in connection with business planning, restructuring and strategy and for the purpose of promoting, marketing or cross-selling of financial products and services to the Client;
- (i) any credit bureau (including the members of such credit bureau of which CGS SG is a member), rating agency, insurer, or any other provider of credit protection to CGS SG and/or any of the Authorised Parties;
- (j) any counterparty transacting with the CGS SG Group or any of the Authorised Parties for the purposes of or in connection with any Services or transactions under these Terms of Business;
- (k) any assignee or transferee or prospective assignees or transferees of CGS SG's credit facilities, business and undertakings or such part thereof;
- (l) any person with whom CGS SG may enter into (or may potentially enter into) any participation or sub-participation in relation to any Services or transactions under, pursuant or otherwise in connection with, these Terms of Business;
- (m) any person or entity participating in the merger/acquisition or proposed merger/acquisition of CGS SG or its holding company with/by another company; and
- (n) any other person or entity at any time:-
 - (1) which CGS SG or any of its authorised representatives, in their sole and absolute discretion, considers appropriate for any purpose in connection with these Terms of Business; or
 - (2) where such particulars of the Client's Account are inadvertently divulged, revealed or disclosed to/or accessed by such persons or entities through no wilful default of CGS SG or its authorised representatives.

21.2 The Client authorises CGS SG to make such enquiries and carry out such credit checks on the Client and to obtain from any third party (including without limitation any credit bureau or credit agency) any and all of the Client's information with such third party as CGS SG may in its sole and absolute discretion deem fit, and undertake to execute and deliver such document as CGS SG 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 CGS SG may require.

21.3 The Client agrees to provide any information as CGS SG may require and/or as is necessary to verify the Client's identity and do all things necessary to enable CGS SG to comply with applicable anti-money laundering and "know your client" laws and regulations. Without prejudice to any provision herein, the Client agrees that CGS SG 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 CGS SG has not been provided by the Client.

21.4 Without prejudice to Clause 21.1, the Client hereby expressly authorises and permits CGS SG to provide to any Exchange or other regulatory body, including, without limitation, any central clearing organisation, upon its request, the details of the Client's Accounts in order to assist such Exchange and/or such other regulatory body with any investigation or enquiry.

22. Electronic Communications

22.1 The Client acknowledges and agrees that the Client accepts full responsibility for the security and authenticity of all communications sent via the Electronic Communications to the CGS SG Group and the Client agrees to be bound by all such communications. CGS SG shall be entitled to assume that all instructions or communications received and which bear the Client's user identification is that of the Client's and CGS SG shall be under no obligation whatsoever to verify that such instructions or communications is in fact that of the Client's.

22.2 The Client understands and accepts that:

- (a) CGS SG is not responsible for order-routing and CGS SG cannot execute any order that it has not received;
- (b) orders transmitted via the Electronic Communications may not be executed immediately or according to time priority;
- (c) in the case of market orders, the Client will receive the price at which the Client's order is executed on the Exchange, which may be substantially different from the price at which the Investments are traded when the Client's order is placed;
- (d) an order can be cancelled (i) if the Client's request to cancel the order is received before the order is executed, or (ii) at the sole and absolute discretion of CGS SG.

22.3 In the event that either Party suspects that the other Party is not receiving the correct communication via the Electronic Communications, the first-mentioned Party shall communicate with the other using telephone, facsimile, telegraphic and such other devices as may be necessary.

22.4 The Client confirms that neither CGS SG nor any other member of the CGS SG Group makes any representations or warranties whatsoever concerning the Electronic Communications and that all terms, representations, warranties and conditions are hereby excluded to the fullest extent permitted by law. The Client agrees that the Client will use the Electronic Communications at the Client's own risks and is responsible for determining whether the Electronic Communications are sufficient for meeting the Client's requirements.

22.5 CGS SG reserves the right to alter, withdraw or stop accepting the Client's instructions given via the Electronic Communications in its sole and absolute discretion upon giving the Client seven (7) days notice of its intention to do so.

23. Supplemental Agreement

23.1 The Client acknowledges that the Client may be required to execute such supplemental documentation as CGS SG may require in its sole and absolute discretion for the purposes of the opening or maintaining of any Account. Such supplemental documentation shall, upon execution by the Client, be deemed to form part of these Terms of Business and the Client shall then be bound by the terms and conditions of such supplemental documentation and these Terms of Business.

23.2 The Client acknowledges that transactions relating to Investments that are executed in a particular Market will be subject to the Market Requirements of that Market, which may not be the Market of the jurisdiction where the Client is based, and in some cases will be governed by the laws of the jurisdiction of such Market, and the Client agrees that a particular Market may not afford the Client with a similar level and type of protection in relation to such transactions that the Client may be familiar with.

24. Assignment

24.1 The Client may not charge, assign or transfer all or any of its rights or obligations hereunder without the prior written consent of CGS SG.

24.2 CGS SG may assign or transfer any or all of its rights and obligations under these Terms of Business or under any Account to any person CGS SG deems fit, or change the office through which CGS SG makes or receives payments or deliveries for the purpose of any transaction.

24.3 These Terms of Business shall be binding on CGS SG and the Client and their respective successors in title and assigns. These Terms of Business shall also continue to be binding on the Client notwithstanding any change in its name or constitution or the name or constitution of CGS SG, or the consolidation or amalgamation of the Client into or with any other entity, or the consolidation or amalgamation of CGS SG into or with any other entity (in which case the terms shall be binding on the successor entity).

25. Severability

If any provision of these Terms of Business is found by any court of competent jurisdiction to be invalid or unenforceable, or is rendered illegal, invalid or unenforceable under the laws of any applicable jurisdiction, the invalidity of such provision shall not affect the other provisions of these Terms of Business, and all provisions not affected by such invalidity shall remain in full force and effect.

26. Rights Cumulative

Unless otherwise provided, no remedy conferred by any of the provisions of these Terms of Business is intended to be exclusive of any other remedy which is otherwise available at law, in equity, by statute or otherwise, and each and every remedy shall be cumulative and shall be in addition to every other remedy given hereunder or not hereafter existing at law, in equity, by statute or otherwise. CGS SG shall have the sole and absolute discretion in the exercise of any rights or remedies hereunder and shall be under no obligation to the Client to exercise any right or remedy either at all or in a manner or at a time beneficial to the Client.

27. Waiver

Neither the waiver by CGS SG of a breach or default in any of the provisions of these Terms of Business by the Client shall be construed as a waiver of any succeeding breach of the same or other provisions, nor shall any delay or omission on the part of CGS SG to exercise or avail itself of any right, power or privilege that it has or may have hereunder operate as a waiver of any breach or default by the Client.

28. Time Of Essence

Time shall be of the essence in respect of all the Client's obligations under these Terms of Business.

29. Further Assurances

The Client shall do such things as CGS SG may in its opinion consider necessary or desirable to ratify or confirm anything done by CGS SG in the exercise of its rights and powers under these Terms of Business.

30. Contracts (Rights Of Third Parties) Act

Save as expressly provided, any person who is not a Client or a party to any agreements, contracts or arrangements with CGS SG to which these Terms of Business apply shall have no right under the Contracts (Rights of Third Parties) Act 2001 of Singapore, to enforce or enjoy the benefits of any provision of these Terms of Business.

31. Laws And Jurisdiction

The Client agrees to submit to the non-exclusive jurisdiction of the Courts of Singapore, but CGS SG will be at liberty to proceed against the Client in any court in any jurisdiction. All rights, obligations, liabilities, transactions and agreements between the Client and CGS SG shall unless otherwise agreed be governed by and interpreted in accordance with the laws of Singapore.

32. Anti-bribery and Anti-corruption

- 32.1 Each Party undertakes not to (whether by itself/himself/herself or through any of its directors, officers, employees or agents, as is applicable) offer, promise, give, authorise, solicit or accept any gift, favour, kickback, or other improper payment or consideration to or from (or imply that they will or might do any such thing in future) any person, in order to secure assistance, influence, business or other improper advantage in connection with any of the Services or transactions provided, received and/or executed under these Terms of Business, whether in Singapore or elsewhere.
- 32.2 Each Party shall and shall procure that its directors, officers, employees or agents, as is applicable (who are involved in the Services or transactions provided, received and/or executed under these Terms of Business) shall, comply with all applicable laws and regulations relating to anti-bribery and anti-corruption including but not limited to Singapore's Prevention of Corruption Act 1960 in connection with the Services or transactions provided, received and/or executed under these Terms of Business.

Futures/Options Trading Services Annex

1. Definitions And Interpretation

1.1 In this Futures/Options Trading Services Annex, capitalised terms have the meaning given to them in the “CGS International Securities Singapore Pte Ltd – Terms of Business” (the “**Terms of Business**”). In addition, unless the context otherwise requires, the following words or expressions shall mean the following:

“**Clearing Rules**” means the Clearing Rules of the SGX-DC.

“**Exchange**” or “**SGX-DT**” means the Singapore Exchange Derivatives Trading Limited.

“**Futures Trading Rules**” means the Futures Trading Rules of the SGX-DT.

“**Margin**” means collateral and margin including, without limitation, initial margin, additional margin, variation adjustment and interest rate cash adjustment, as set out in CGS SG’s Illustration of Futures/Options Margin Call Procedure on page 58 or as may be notified by CGS SG to the Client from time to time.

“**SFA**” means the Securities and Futures Act 2001 of Singapore.

“**SGX-DC**” means the Singapore Exchange Derivatives Clearing Limited.

“**this Annex**” means this Futures/Options Trading Services Annex which govern the provision of the Futures/Options Trading Services as set out below and as supplemented, modified or amended from time to time.

1.2 Capitalised terms not defined in this Annex shall bear the meanings given to them by the Market Requirements of the relevant Exchange and/or Clearing House, as amended from time to time.

1.3 Words importing only the singular number includes the plural number and vice versa. Words importing the masculine gender include the feminine and neuter gender and vice versa. References to clauses are references to clauses of these terms and conditions. Headings in this Annex are inserted for ease of references and shall not affect the interpretations thereof.

1.4 Unless otherwise specified, a reference to time is to Singapore time.

2. Effect Of Terms Of Business; Amendment

2.1 This Annex shall apply to the Client if the Client requested in the Application Form that CGS SG provides the Client with Futures/Options Trading Services in Singapore.

2.2 The terms and conditions set out in this Annex shall apply to all Futures/Options Trading Services provided by CGS SG to the Client in addition to, and supplemental to, the terms and conditions set out in the Terms of Business.

2.3 The terms and conditions in this Annex are legally binding and take effect when the Client signifies the Client’s acceptance by placing an order for Futures/Options Contracts with CGS SG following the Client’s receipt of the Terms of Business and this Annex.

2.4 The terms in this Annex may be amended and/or supplemented from time to time, in accordance with the Terms of Business.

3. Appointment, Services

3.1 The Client requests and authorises CGS SG to open an Account or Accounts in the Client’s name as may be necessary for the purposes of providing the Futures/Options Trading Services.

3.2 In addition to Futures/Options Trading Services, CGS SG may also provide the Client with other services in connection with Futures/Options Contracts, the terms of which will be notified to the Client in writing from time to time and, where necessary, CGS SG may require the Client to agree to such terms in writing. Any such additional terms will form part of and be supplemental to the Terms of Business, including this Annex.

4. Margin

- 4.1 The Client shall maintain such Margin (whether in the form of cash, guarantee or other security), and shall on demand pay such amounts, as CGS SG may require in respect of the Margin or any other payment in connection with any Futures/Options Contract entered into on behalf of the Client pursuant to the Terms of Business. Unless otherwise agreed, the Client shall be required to provide the initial payment in respect of the Margin upfront and, thereafter, to provide such further payments in respect of the Margin to ensure a proper discharge of the Client's liabilities in respect of Futures/Options Contracts (whether actual or contingent). The Client agrees that CGS SG may refuse to execute the Client's instructions unless the Client pays such amount as CGS SG may require in respect of the Margin.
- 4.2. Unless otherwise agreed by CGS SG in writing, Margin requirements are normally calculated on all open positions on a gross basis at the end of each trading day and are not interest-bearing.
- 4.3 The Client requests and authorises CGS SG to communicate Margin calls to the Client over the telephone or in writing and such communication shall be binding on the Client at the time of the telephone call or upon the receipt by CGS SG of the Client's written request.
- 4.4 The Client agrees and acknowledges that time is of the essence for the payment of any Margin and must be met on demand or by such time as CGS SG may otherwise specify and, in any event, no later than the time that the relevant Exchange or Clearing House requires that Margin to be met. In the event that no other time is stipulated by CGS SG when making a demand, then the Client shall comply with such demand before 4.00 p.m. on the next BusinessDay.
- 4.5 All deposits and payments in respect of the Margin and for any other purpose shall be made in cleared funds and in such currency and in such amounts as CGS SG may, at its sole and absolute discretion require. Subject to any applicable Market Requirements, CGS SG may, at its sole and absolute discretion, decide whether or not to accept assets other than cash as Margin. Where Commodities, securities or other assets are deposited as Margin, CGS SG shall be entitled to assign such assets with a notional value (which may not correspond to any market value) determined by CGS SG at its sole and absolute discretion for purpose of the Margin and the Client agrees that CGS SG may, at its sole and absolute discretion, change the notional value from time to time.
- 4.6 All cash denominated in any currency that is held in any of the Client's accounts with CGS SG shall, to the extent permitted by Market Requirements, be treated by CGS SG as collateral, and shall be deemed to be deposited as Margin.
- 4.7 The Client agrees and acknowledges that all rights, title and interests in and to any funds, payments, securities and/or assets deposited in respect of the Margin shall, to the extent permitted by Market Requirements, become the absolute property of CGS SG free and clear of any security interest, mortgage, lien, claims, charges, encumbrance or other restriction or any equity, right, title or other interest of the Client. Without prejudice to any rights or remedies that CGS SG may be entitled to pursuant to the Terms of Business, by law or otherwise, CGS SG may in its sole and absolute discretion, realise, dispose of or otherwise deal with such funds, securities and/or assets in any manner as CGS SG may determine.
- 4.8 The Client agrees and acknowledges that should the Client fail to meet any Margin call made by CGS SG by the time prescribed by CGS SG, and/or CGS SG determines that the Client has exceeded any of the prescribed limits, and/or reached or breached any Margin requirements, CGS SG shall be entitled to close out the Client's open positions in respect of which such Margin call, limit and/or requirement is not met, provided always that nothing in the Terms of Business shall be construed as prejudicing or limiting any lawful claim or lien which CGS SG may have in respect of any money held in any segregated bank account or in respect of any money received for the purchase of Futures/Options Contracts contemplated by the Terms of Business or from the sale of Futures/Options Contracts before the money is paid into such segregated bank account. The Client agrees that a failure to meet any Margin call may result in CGS SG being obliged to report such failures, and the Client's holding positions, to the relevant Exchange or Clearing House in accordance with applicable Market Requirements. The Client shall fully indemnify and hold harmless the CGS SG Group, and keep the CGS SG Group indemnified, from and against and in respect of all liabilities, losses, damages, claims, demands, charges, costs and expenses (including, without limitation, legal fees and costs on a full indemnity basis) which may be sustained or incurred by CGS SG from or in connection with the failure by the Client to meet any Margin call.
- 4.9 CGS SG may require the Client to provide a Margin in excess of that prescribed by the relevant Exchange or Clearing House. CGS SG reserves the right to change the Margin requirements at any time in its sole and absolute discretion. Any such change in Margin requirements shall apply to existing positions as well as to any new positions that may be held by the Client. Upon the Client's written request, CGS SG may, subject to the foregoing and in its sole and absolute discretion, transfer any deposits, payments or assets that may from time to time be in excess of CGS SG's Margin requirements.
- 4.10 The Client agrees to pay immediately in full and on demand any amount that may be owing in respect of any of the Client's Accounts. If, upon the closing out or exercise or deemed exercise of any Futures/Options Contract, any amount is due and payable (whether by the Client or by CGS SG) to the Exchange and/or the Clearing House and/or other regulatory body and/ or broker, the Client shall immediately upon demand pay such amount to CGS SG.

- 4.11 The Client agrees and acknowledges that the Client shall bear all risks and obligations associated with any Futures/Options Contracts purchased or sold for the Client's account. CGS SG shall not have any obligation or liability whatsoever in respect of any Futures/Options Contracts purchased or sold for the Client's account other than to account to the Client for the value of any such Futures/Options Contracts that may actually be realised by CGS SG.
- 4.12 For the avoidance of doubt, any event which in CGS SG's opinion, may jeopardise its Margin requirements shall be regarded as an Event of Default under the Terms of Business which shall entitle CGS SG to exercise its rights thereunder including, without limitation, those specified in Clause 9 of the Terms of Business with respect to the closing out of the Futures/Options Contracts and the use of Margin held in respect thereof. The Client acknowledges and confirms that the receipt or use of Margin by CGS SG shall not operate as a waiver or discharge of CGS SG's rights under, or liens created by, the Terms of Business or otherwise by operation of law.

5. Market Requirements

- 5.1 The Client shall comply at all times with the Market Requirements and the applicable rules and regulations of the SGX-DT, the SGX-DC and every other Market in which CGS SG conducts transactions for and on behalf of the Client. The Client acknowledges that there may be differences in the level and type of protection as compared to those offered by the Market Requirements in the jurisdiction where the Client resides.
- 5.2 The Client agrees that the Market Requirements of an Exchange may permit the Exchange to, amongst other things, take steps to limit the positions or require the closing out of any of the Client's Futures/Options Contracts which, in the opinion of the Exchange, are accumulating positions in a Market which are or may be detrimental to any particular Market or Markets or which are or may be capable of adversely affecting the fair and orderly operation of any Market or Markets as the case may be.
- 5.3 The Client acknowledges that transactions related to Futures/Options Contracts conducted through an Exchange shall be subject to the Market Requirements of such Exchange that may contain provisions requiring CGS SG in certain circumstances to disclose the Client's name and the name of:
- (a) the ultimate beneficiary of the Client's Accounts; and
 - (b) the ultimate beneficial owners of the Client's share capital (where the Client is a corporation).
- 5.4 The Client shall provide such information as CGS SG requires in order for CGS SG to comply with the disclosure requirements set out in the Market Requirements of any relevant Exchange including, without limitation, the SGX-DT and the SGX-DC, and the Client acknowledges and agrees that in the event CGS SG fails to comply with such disclosure requirements, the Chief Executive (or other relevant officer) of the relevant Exchange(s) may require the closing out of the Client's position on the Client's behalf or the imposition of a margin surcharge on the Client's positions.
- 5.5 The Client agrees that CGS SG shall be entitled at any time and from time to time to:
- (a) do all such acts and things, including, without limitation, the provision of information to the relevant authorities and regulators, in order to comply with obligations that may be imposed on CGS SG by any applicable laws, Market Requirements and/or legal processes; and
 - (b) deal with the Client's account and assets in any manner whatsoever in order to comply with any applicable laws, Market Requirements and trading and clearing rules in any applicable jurisdictions and in accordance with market practice from time to time.
- 5.6 The Client agrees and acknowledges that it is the Client's responsibility to seek independent financial, tax, legal or other professional advice with respect to any laws and Market Requirements in relation to the Client's own country and each jurisdiction in which the Client may from time to time require CGS SG to provide the Futures/Options Trading Services and any other Services including, without limitation, information as to the prohibited securities transactions and insider dealing. The Client further agrees and acknowledges that CGS SG is not responsible for, and not liable to the Client for, any loss or liability that the Client may suffer by reason of or arising out of or in connection with any non-compliance with such laws, Market Requirements and applicable legal process.

6. Accounts And Disbursements Of Monies

- 6.1 All money, approved debt securities or other property received by CGS SG from the Client or from any other person, including, without limitation, any Clearing House, for the Client's account, shall be held by CGS SG as trustee or custodian, segregated from its assets and paid into a segregated bank account or a segregated debt securities account, and all such monies, approved debt securities or other property so held shall not form part of CGS SG's assets for the purposes of insolvency or winding-up.
- 6.2 Without prejudice to the Market Requirements of the relevant Exchange, the Client hereby authorises CGS SG to withdraw and utilise from the segregated bank account or segregated debt securities account referred to in Clause 6.1:

- (a) such monies or approved debt securities as may be required to meet CGS SG's obligations to any Clearing House, other clearing organisation or any executing agent arising in connection with any transactions entered into by the Client pursuant to the Terms of Business on the Client's transactions;
- (b) monies that may be required to meet payments, whether to CGS SG or otherwise, in respect of commission, brokerage, levies, interest and other charges directly relating to any transactions entered into by CGS SG on the Client's instructions or otherwise pursuant to the Terms of Business;
- (c) monies or approved debt securities which are transferred to another segregated bank account or segregated debt securities account (as the case may be) of the Client's or any of the Client's Accounts for the purposes of the Terms of Business;
- (d) monies or approved debt securities paid to the Client in accordance with the Client's directions, but in such case, notwithstanding such directions, no monies may be paid into any of the Client's other Accounts unless such Account is a segregated Bank Account or segregated Debt Securities Account (as the case may be) for the purposes of the Terms of Business;
- (e) monies representing interest earned in respect of such Account; and
- (f) monies or approved debt securities that may be required to meet CGS SG's obligations to any party insofar as such obligations arise in connection with or are incidental to any transactions entered into by CGS SG on the Client's behalf pursuant to the Terms of Business.

6.3 The Client acknowledges and agrees that any accounts maintained by CGS SG with any Clearing House, whether maintained wholly or partly in respect of transactions entered into by CGS SG pursuant to the Terms of Business and whether any money, approved debt securities or other property received by CGS SG from the Client or from any other person for the Client's account has been paid to such Clearing House, is maintained by CGS SG as principal and that accordingly, no trust or other equitable interest shall be imposed on such account and any monies or approved debt securities paid to such Clearing House shall be free from the trust referred to in Clause 6.1.

6.4 All Margin, and any such other amounts as CGS SG may determine from time to time to be payable by the Client in respect of any transactions entered into by CGS SG on behalf of the Client pursuant to the Terms of Business, shall be maintained in the Client's Accounts.

6.5 Without prejudice to the foregoing, the Client acknowledges and agrees that, where CGS SG holds monies or assets on the Client's behalf, CGS SG may, in its sole and absolute discretion, deposit or transfer such monies or assets to banks or other financial institutions outside Singapore to hold as custodians. In particular, such deposit or transfer to banks or other financial institutions outside Singapore may be necessary in the event that the Client wishes to transact on or deal with Futures/Options Contracts in exchanges or markets outside Singapore. The Client further acknowledges that applicable foreign laws may govern the Client's rights to monies or assets which are held in the custody of such banks or other financial institutions and such applicable foreign laws may not provide for the same degree of investor protection as Singapore law.

7. Exchange Rate Fluctuations

7.1 The Client agrees that any exchange rate losses and costs of conversion from any transaction entered into pursuant to the Terms of Business and effected in a foreign currency shall be borne by the Client.

7.2 The currency conversion rate for any payment, combination, set-off, application, transfer or otherwise pursuant to the Terms of Business that CGS SG is required to convert from one currency to another currency (the "Reference Currency") shall be calculated at a rate of exchange determined by CGS SG, at its sole and absolute discretion, on the basis of the then prevailing market rates of exchange between such currencies. The Client shall pay CGS SG all additional amounts as may be necessary to ensure that CGS SG receives the full amount in the Reference Currency as if no such conversion had been required or effected.

8. Futures/Options Contracts

8.1 The Client acknowledges and agrees that CGS SG shall not be obliged to notify or remind the Client of the exercise date of the Client's open Futures/Options Contracts and, in the absence of specific written instructions, the Client's "in-the-money" Futures/Options Contract may be left to expire without exercise. The Client further acknowledges and agrees that certain Exchanges and Clearing Houses will automatically exercise some "in-the-money" Futures/Options Contracts unless instructed otherwise. The Client shall not have any claims whatsoever against CGS SG as a result of or in connection with the failure to exercise the Client's Futures/Options Contracts.

8.2 The Client acknowledges and agrees that all short positions in relation to Futures/Options Contracts are subject to assignment at any time, including, without limitation, short positions that are established on the same day that they are assigned. The Client

further acknowledges and agrees that CGS SG shall have the right to allocate assignment notices among all its clients' short positions in any manner which CGS SG may, in its sole and absolute discretion, deem appropriate and that such allocation method may change at any time without prior notice to the Client.

- 8.3 The Client shall communicate all trade adjustments, whether in the form of separation, open/close, give up/take up or any other form, to CGS SG as soon as possible and in any event not later than 4:30 pm on each trade day (or such other time as CGS SG may accommodate in its sole and absolute discretion). The Client agrees and acknowledges that CGS SG would not be able to process the Client's request beyond this time limit and further agrees that CGS SG shall not have any liability whatsoever to the Client for such failure in processing. For the avoidance of doubt, any and all charges and expenses incurred in relation to trade adjustments shall be borne solely by the Client.
- 8.4 The Client acknowledges and agrees that the premium in respect of the Futures/Options Contracts shall, unless otherwise agreed to in writing by CGS SG in its sole and absolute discretion, be payable in cash.
- 8.5 In relation to any applicable Futures/Options Contract, the Client acknowledges and agrees to be bound by any changes in the capital structure or composition of the underlying issuer or, where the relevant Clearing House considers necessary or desirable to ensure fair treatment to all parties to such contracts, any adjustments to the terms and conditions of that class. Subject to any applicable Market Requirements, whenever any new transaction is entered into to close out any existing Futures/Options Contracts, then the obligations of CGS SG and the Client under such existing Futures/Options Contracts shall, save for any settlement payments that may be due in respect of such existing Futures/Options Contracts, be automatically terminated immediately upon the entering into of such new transaction.
- 8.6 The Client acknowledges that CGS SG may send the Client a computer generated statement or confirmation certifying details including, without limitation, the price or value at which any Futures/Options Contract was entered into or closed out, the exchange rate applicable to any currency conversion and the Client's indebtedness, and the Client agrees that any such statement shall be binding on the Client as to the particulars stated unless CGS SG receives (i) a verbal notice to the contrary within 24 hours of the deemed delivery of such statement or confirmation; and (ii) if such verbal notification is followed by a written confirmation from the Client to CGS SG within five (5) Business Days of such verbal notification. Accounts shall be due for settlement by the Client on the date shown on such statement or confirmation.
- 8.7 The Client agrees and acknowledges that he shall, save for cash-settled contracts, be obliged to make or take delivery (as the case may be) of the subject matter on the maturity date of any open Futures/Options Contract and further agrees and undertakes to CGS SG that the Client shall take all necessary actions to enable CGS SG to effect due settlement of such open Futures/Options Contracts on the Client's behalf. The Client shall be responsible for ensuring that the amount due in cash to CGS SG is paid and that (in the case of any Futures/Options Contract requiring non-cash settlement) the subject matter of such Futures/Options Contract and any necessary documents are delivered to CGS SG in good order by the maturity date of such Futures/Options Contract. Upon the payment and/or delivery by the Client (as the case may be), CGS SG shall thereafter make payment or delivery (as the case may be) on behalf of the Client on the maturity date.
- 8.8 Any failure by the Client to provide such payment in cash or to deliver such assets that are the subject matter of the Futures/Options Contract that is payable or deliverable by the Client shall (without limiting any other rights which CGS SG may have under the Terms of Business) entitle CGS SG, without further notice or demand, to forthwith pay or deliver the same on behalf of the Client and, at CGS SG's sole and absolute discretion, to borrow or buy the same for the purposes of such delivery on such terms and conditions as CGS SG shall consider fit and to charge the Client for any costs, charges, premiums, losses and expenses which CGS SG may pay, be required to pay or incur pursuant to the making of such payment, delivery or borrowing. For the avoidance of doubt, the Client shall be liable for any deficit resulting from any losses and any costs or expenses (including, without limitation, legal costs) incurred by CGS SG, on a full indemnity basis, in relation to any action taken or the exercise of CGS SG's rights hereunder.
- 8.9 In the event that CGS SG takes delivery of any asset or property for the Client's account, the Client shall indemnify and hold CGS SG harmless against and from any loss, liabilities, damages, claims, costs and expenses (including, without limitation, legal fees and costs on a full indemnity basis) that CGS SG may suffer, incur or sustain directly or indirectly from or by reason of or in relation to a decline in the value of such asset or property and shall pay and reimburse CGS SG for all other costs and expenses in relation to the delivery and storage of such asset and property.
- 8.10 The Client agrees and acknowledges that in order to exercise the Client's right under a Futures/Options Contract, the Client must deliver to CGS SG a notice of exercise, in such form as may be determined by CGS SG in its sole and absolute discretion, accompanied by the underlying document of title, the necessary funding and any other document or thing that CGS SG may, in its sole and absolute discretion, require, at least 48 hours before the relevant cut-off date or such other time as CGS SG may, in its sole and absolute discretion, accommodate. CGS SG shall not be required to tender any exercise instructions for the Client unless CGS SG is specifically instructed to do so in writing.
- 8.11 The Client agrees that, in the event that the Client holds any short position under a Futures/Options Contract and such Futures/Options Contract is exercised (or is deemed to be exercised on expiry or otherwise), the Client shall immediately pay to CGS SG the necessary settlement amount in cash or make/take delivery (as the case may be) of the subject matter of such Futures/Options Contract.

- 8.12 Where any transaction is effected by CGS SG as the Client's agent, the delivery or payment (as the case may be) of the subject matter of the Futures/Options Contract by the counterparty to such transaction shall be solely at the risk of the Client and the obligations of CGS SG to deliver the appropriate cash or assets (as the case may be) to the Client or to the account of the Client shall be conditional upon the receipt by CGS SG of payment or other appropriate cash or assets (as the case may be) from the counterparty or counterparties to such transaction and shall be limited to the delivery of what CGS SG actually receives from such other counterparty or counterparties.
- 8.13 Notwithstanding any of the foregoing provisions, CGS SG reserves the right, in its sole and absolute discretion, to reject any instruction from the Client to make or to take delivery of any asset or property.
- 8.14 CGS SG may (but shall not be obliged to), upon the request of the Client, provide the Client with the contractual specifications and information on Margin and liquidation of the products in relation to any Futures/Options Contracts.
- 8.15 The Client agrees and acknowledges that, subject to any applicable Market Requirements, CGS SG may take the opposite position to any of the Client's orders in relation to any Futures/Options Contracts, whether such position be taken on CGS SG's own account, for the account of CGS SG's Affiliates or on behalf of any other clients of CGS SG, provided that such trade is executed competitively on or through the facilities of the relevant exchange(s) in accordance with their rules and regulations.
- 8.16 (a) The Client shall bear and be solely responsible for all charges and levies imposed by any Exchange or pursuant to any Market Requirements (including, without limitation, any levy for compensation funds) in relation to the execution of a Futures/Options Contract on the floor of, or through, any Exchange.
- (b) In the event that the Client suffers a loss by reason of CGS SG's default in the execution of a Futures/Options Contract, the liability of any applicable compensation fund shall be restricted to valid claims as provided for in the applicable rules and regulations regulating that compensation fund and shall be subject to the monetary limits specified thereunder. Accordingly, the Client understands that there can be no assurance that any pecuniary loss sustained by reason of CGS SG's default will necessarily be recouped from any applicable compensation fund in full, in part or at all.
- 8.17 The Client shall bear the cost of any special levy that may be imposed on the execution of any Futures/Options Contract.
- 8.18 The Client agrees and acknowledges that a Clearing House shall be entitled to do all things necessary to transfer any open positions in relation to any Futures/Options Contract held by CGS SG on behalf of the Client and any monies or security standing to the credit of the Client's account with CGS SG to another member of the relevant Exchange in the event that CGS SG's membership in that Exchange thereof shall have been suspended or revoked.
- 8.19 The Client understands that the Terms of Business set out the circumstances in which the Client's positions may be closed out without the Client's consent. CGS SG shall, upon written request by the Client, provide to the Client a full explanation of Margin procedures to the extent that the Terms of Business do not do so.

9. Information on Derivative Products

- 9.1 CGS SG may (but shall not be obliged to), upon the Client's request, provide the Client with information on derivative products (including futures contracts or options), their product specifications, prospectuses, offering documents, or information on their margin and liquidation.
- 9.2 CGS SG may, upon the Client's request, assist the Client in obtaining information, guidance and training in relation to prohibited trading practices under the Futures Trading Rules, the SFA and other applicable Market Requirements.

10. Disclosure Statement

The Client acknowledges and confirms that the terms and conditions applicable to the Services and the disclosure statements in the Disclosure Statement Schedule to this Annex have been fully explained to the Client in a language that the Client understands and further that the Client has read and understood the Disclosure Statement Schedule and agrees with the contents.

11. Consent Schedule

The Consent Schedule to this Annex sets out certain consents which CGS SG is required by applicable regulations to obtain from the Client. The Client is required to indicate the Client's consent to the matters set out in the Consent Schedule by signing each section within the Consent Schedule or, where the Application Form refers to such consents, by indicating the Client's consent in the relevant sections of the Application Form.

Leveraged FX Trading Services Annex

1. Definitions and Interpretation

1.1 In this Leveraged FX Trading Services Annex, capitalised terms have the meaning given to them in the “CGS International Securities Singapore Pte Ltd – Terms of Business” (the “**Terms of Business**”). In addition, unless the context otherwise requires, the following words or expressions shall mean the following:

“**Extraordinary Event**” means any event which CGS SG in good faith believes to have a material adverse effect on any Leveraged FX Contract and shall include without limitation any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit or transfers of currencies, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, redenomination or demonetisation of the underlying currencies or financial instruments of any Leveraged FX Contract and/or any form of restriction or requirement which in CGS SG’s good faith opinion adversely alters or changes the rights or obligations which CGS SG in good faith undertook upon entering into such Leveraged FX Contract.

“**Margin**” means collateral and margin including, without limitation, initial margin, additional margin, variation adjustment and interest rate cash adjustment as set out in CGS SG’s Illustration of LFX Margin Call Procedure on page 59 or as may be notified by CGS SG to the Client from time to time.

“**Reverse Contract**” means in relation to any Leveraged FX Contract (the “**underlying Contract**”), a Leveraged FX Contract having the same maturity date as the underlying Contract, which provides for the delivery by one party to the other of the amount of the currency due to be delivered by the second mentioned party to the first mentioned party under the underlying Contract for the purpose of discharging in whole or in part the obligations to deliver the currency under the underlying Contract.

“**this Annex**” means this Leveraged FX Trading Services Annex which governs the provision of the Leveraged FX Services as set out below and as supplemented, modified or amended from time to time.

1.2 Words importing only the singular number includes the plural number and vice versa. Words importing the masculine gender include the feminine and neuter gender and vice versa. References to clauses are references to clauses of these terms and conditions. Headings in this Annex are inserted for ease of reference and shall not affect the interpretation thereof.

1.3 Unless otherwise specified, a reference to time is to Singapore time.

2. Effect of Terms of Business; Amendment

2.1 This Annex shall apply to the Client if the Client requested in the Application Form that CGS SG provides the Client with the Leveraged FX Trading Services in Singapore.

2.2 The terms and conditions set out in this Annex shall apply to all Leveraged FX Trading Services provided by CGS SG to the Client in addition to, and supplemental to, the terms and conditions set out in the Terms of Business. To the extent that there is any conflict between the terms in this Annex and the Terms of Business, the terms in this Annex shall prevail.

2.3 The terms and conditions in this Annex are legally binding and take effect when the Client signifies the Client’s receipt of the Terms of Business and this Annex.

2.4 The terms in this Annex may be amended and/or supplemented from time to time, in accordance with the Terms of Business.

3. Appointment, Services

3.1 The Client requests and authorises CGS SG to open an Account or Accounts in the Client’s name as may be necessary for the purposes of providing the Leveraged FX Trading Services.

3.2 In addition to the Leveraged FX Trading Services, CGS SG may also provide the Client with other services in connection with the Leveraged FX Trading Services, the terms of which will be notified to the Client in writing from time to time and, where necessary, CGS SG may require the Client to agree to such terms in writing. Any such additional terms will form part of and be supplemental to the Terms of Business, including this Annex.

3.3 CGS SG may, but is under no obligation to, enter into Leveraged FX Contracts with the Client upon the Client’s specific instructions. The applicable exchange rate under such Leveraged FX Contract shall be as determined by CGS SG at the time the Leveraged FX Contract is entered into.

- 3.4 CGS SG may at any time in its absolute discretion and without giving the Client any reasons therefor, and without incurring any liability on its part, impose limits on the Leveraged FX Contract that the Client may enter into, including limits on the maturity periods of any Leveraged FX Contract and the aggregate amount of Leveraged FX Contracts outstanding at any given time. The Client agrees to be bound by and shall not exceed any such limits imposed by CGS SG. For the avoidance of doubt, the Client shall continue to be liable to CGS SG for any liabilities incurred by the Client over and above the limits set by CGS SG.
- 3.5 In respect of each Leveraged FX Contract, CGS SG may send to the Client a written Confirmation setting out such details of the Leveraged FX Contract as CGS SG may select. In the event of any inconsistency between the provisions of the Terms of Business, this Annex and the provisions of a Confirmation, the Confirmation will prevail for the purposes of the relevant Leveraged FX Contract. CGS SG and the Client agree that each Confirmation will supplement, form part of and be subject to these Terms of Business, such that these Terms of Business and all Confirmations will constitute a single agreement between the parties.
- 3.6 Notwithstanding Clause 5.1 of the Terms of Business, unless otherwise notified by CGS SG to the Client, CGS SG shall be the Client's counterparty in all Leveraged FX Contracts.

4. Margin

- 4.1 The Client shall maintain such Margin (whether in the form of cash, guarantee or other security as may be determined by CGS SG from time to time) in such amounts and at such times as CGS SG may require in respect of the Leveraged FX Trading Services. Unless otherwise agreed, the Client shall be required to provide initial Margin upfront and, thereafter, to provide such further Margin to ensure a proper discharge of the Client's liabilities in respect of Leveraged FX Contracts (whether actual or contingent). The Client agrees that CGS SG may refuse to execute the Client's instructions with respect to any Leveraged FX Contracts unless the Client pays such amount as CGS SG may require in respect of Margin.
- 4.2 Unless otherwise agreed by CGS SG in writing, Margin requirements are normally calculated on all open positions on a gross basis at the end of each trading day and are not interest-bearing.
- 4.3 The Client requests and authorises CGS SG to communicate Margin calls to the Client over the telephone or in writing.
- 4.4 The Client agrees and acknowledges that time is of the essence for the payment of any Margin and must be met by such time as CGS SG may specify. In the event that no time is stipulated by CGS SG when making a demand, the time for payment of Margin shall be deemed to be 4.00pm on the next Business Day.
- 4.5 All deposits and payments in respect of the Margin and for any purpose shall be made in cleared funds and in such currency and such amounts as CGS SG may, at its sole and absolute discretion require. CGS SG may, at its sole and absolute discretion, decide whether or not to accept assets other than cash as Margin. Where securities or other assets are deposited as Margin, CGS SG shall be entitled to assign a notional value to such assets (which may not correspond to any market value) determined by CGS SG at its sole and absolute discretion for the purposes of calculating the Margin requirement, and the Client agrees that CGS SG may, at its sole and absolute discretion, change the notional value from time to time.
- 4.6 All cash denominated in any currency that is held in any of the Client's accounts with CGS SG may be treated by CGS SG as collateral and may be deemed to be deposited as Margin.
- 4.7 The Client agrees and acknowledges that all rights, title and interests in and to any funds, payments, securities and/or assets deposited in respect of the Margin shall become the absolute property of CGS SG free and clear of any security interest, mortgage, lien, claims, charges, encumbrance or other restriction or any equity, right, title or other interest of the Client or any third person (other than a lien routinely imposed on all securities in a relevant clearance system), and CGS SG shall only have a contractual obligation to return equivalent assets of the same type, nominal value, description and amount as the Margin transferred to CGS SG. Without prejudice to any rights or remedies that CGS SG may be entitled to pursuant to the Terms of Business, by law or otherwise, CGS SG may in its sole and absolute discretion, realise, dispose or otherwise deal with such funds, securities and/or assets in any manner as CGS SG may determine.
- 4.8 The Client agrees and acknowledges that CGS SG shall have the right, at its option, to close out all or any of the Client's outstanding Leveraged FX Contracts where Client fails to provide the required Margin by the time prescribed by CGS SG and/or if CGS SG determines that the Client has exceeded any of the prescribed limits, and/or reached or breached any Margin requirements, provided always that nothing in the Terms of Business shall be construed as prejudicing or limiting any lawful claim or lien which CGS SG may have in respect of any money held in any segregated bank account or in respect of any money received for the purchase of Leveraged FX Contracts contemplated by the Terms of Business or from the sale of Leveraged FX Contracts before the money is paid into such segregated bank account. The Client shall fully indemnify and hold harmless the CGS SG Group, and keep the CGS SG Group indemnified, from and against and in respect of all liabilities, losses, damages, claims, demands, charges, costs and expenses (including, without limitation, legal fees and costs on a full indemnity basis) which may be sustained or incurred by CGS SG Group from or in connection with the failure by the Client to meet any Margin call.

- 4.9 CGS SG reserves the right to change the Margin requirements at any time in its sole and absolute discretion. Any such change in Margin requirements shall apply to existing positions as well as to any new positions that may be held by the Client. Upon the Client's written request, CGS SG may, subject to the foregoing and in its sole and absolute discretion, transfer to the Client any deposits, payments or assets that may from time to time be in excess of CGS SG's Margin requirements.
- 4.10 For the avoidance of doubt, any failure by the Client to comply with CGS SG's Margin requirements shall be regarded as an Event of Default under the Terms of Business which shall entitle CGS SG to exercise its rights thereunder including, without limitation, those specified in Clause 9 of the Terms of Business with respect to the closing out of the Leveraged FX Contracts and the use of Margin held in respect thereof. The Client acknowledges and confirms that the receipt or use of Margin by CGS SG shall not operate as a waiver or discharge of CGS SG's rights under, or liens created by, the Terms of Business or otherwise by operation of law.

5. Foreign Currency Transactions

- 5.1 If the Client directs CGS SG to enter into a Leveraged FX Contract and such Leveraged FX Contract is effected in a foreign currency:
- (a) any profit or loss resulting from exchange rate fluctuations of such currency will be at the Client's sole risk;
 - (b) all initial and subsequent deposits for Margin purposes shall, unless CGS SG otherwise stipulates, be made in such Currency (the "**Relevant Currency**") as CGS SG may, in its sole and absolute discretion require; and
 - (c) CGS SG may debit or credit the Client's Account in the Relevant Currency when such Transaction is liquidated, and the rate of exchange of any foreign currency required to be converted to the Relevant Currency shall be determined by CGS SG in its sole and absolute discretion on the basis of the money market rates of exchange prevailing at the time of the debit or the credit.
- 5.2 CGS SG may, at any time in its sole and absolute discretion, convert any amounts in any Account(s) of the Client's or standing to the credit of the Client to any other currency for the purposes of carrying out instructions of the Client or exercising CGS SG's rights under these Terms of Business and this Annex at a rate of exchange determined by CGS SG at its sole and absolute discretion, on the basis of the then prevailing market rates of exchange between such currencies. CGS SG shall not be liable to the Client for any loss suffered by the Client as a result of such conversion. The Client shall pay CGS SG all additional amounts as may be necessary to ensure that CGS SG receives the full amount in the currency to which CGS SG has converted the amounts, as if no such conversion had been required or effected.

6. Undertakings

- (a) **Acknowledgements.** The Client agrees and acknowledges that it is aware that:
- (i) it could lose all the Margin that it may deposit with CGS SG to establish or maintain a position in the foreign exchange market and lose further amounts as described in sub-paragraph (ii) below and in addition be required to pay CGS SG further funds representing losses and other fees on its open and closed positions;
 - (ii) if the currency market moves against its position, it may be required at short notice to deposit with CGS SG further Margin in order to maintain its position. Such additional security may be substantial. If it fails to provide such additional security within the required time, its position may be liquidated at a loss and it will be liable for any shortfall in its account resulting from that liquidation;
 - (iii) under certain conditions, it could become difficult or impossible for it to close out a position;
 - (iv) CGS SG is not responsible for any losses suffered by the Client which arise or result from errors or delays in the transmission of any requests, instructions, notices and other communications from or to the Client;
 - (v) the Client is to bear all losses it incurs in connection with any Leveraged FX Contract or the close out or rollover thereof in accordance with the terms of the Terms of Business, this Annex and any Confirmations;
 - (vi) the Client will make, independently and without reliance on CGS SG, its own judgment and decision in respect of each and every Leveraged FX Contract;
 - (vii) CGS SG as dealers in foreign currency in many foreign exchange markets may through any of its branches and at any time have a long or short position in any currency that may be inconsistent with any advice, opinions or data provided by CGS SG;

- (viii) CGS SG is not liable or responsible for movements in spot or forward rates of exchange or for any advice, opinions or data provided by CGS SG concerning Leveraged FX Contracts, foreign exchange dealings or movements in spot or forward rates of exchange and all other matters, irrespective of whether such advice, opinions or data is given at the request of the Client or is incorrect or negligently given; and
 - (ix) the Client agrees and acknowledges that due to the volatility of the foreign exchange market it may not be practicable for CGS SG to contact the Client prior to its closing out of any Leveraged FX Contract or its exercise of any of its rights under these Terms of Business or this Annex.
- (b) **Default Interest.** The Client agrees to pay such interest at such rate as CGS SG may determine on (i) any amount which is due and payable to CGS SG until the date of receipt of payment by CGS SG and (ii) any shortfall in or Margin howsoever arising, including any shortfall resulting from any increase, variation or introduction by CGS SG of any Margin requirements.
- (c) **Condition Precedent.** Each obligation of CGS SG to make payment or delivery in respect of a Leveraged FX Contract is subject to the condition precedent that no Event of Default or event that, with the giving of notice or the lapse of time or both, would be an Event of Default has occurred and is continuing in respect of the Client.

7. Settlement Date, Rollover and Offset Instructions

- (a) Not later than 10.00 am two (2) Business Days prior to the maturity date of an Leveraged FX Contract, the Client must (unless CGS SG agrees otherwise) (i) arrange to settle the Leveraged FX Contract on the maturity date, and/or (ii) have entered into Reverse Contract(s) of an aggregate value sufficient to close out such Leveraged FX Contract and/or (iii) have requested CGS SG to rollover such Leveraged FX Contract.
- (b) Where the Client requests CGS SG to rollover all or part of a Leveraged FX Contract and CGS SG agrees thereto then the parties shall be deemed to have:
 - (i) entered into a Reverse Contract to close out the Leveraged FX Contract (the “**Base Leveraged FX Contract**”) at the market rate applicable at the time of entry into the Reverse Contract as determined by CGS SG; and
 - (ii) simultaneously, to the extent that the Client has requested and CGS SG has agreed to rollover the Base Leveraged FX Contract, entered into a fresh Leveraged FX Contract under which the Client is liable to deliver the “rolled over” amount in the same currency deliverable by the Client under the Base Leveraged FX Contract in exchange for an amount in the other currency transacted under the Base Leveraged FX Contract, such fresh Leveraged FX Contract to be effective on the maturity date of the Base Leveraged FX Contract, at the rate determined by CGS SG under sub-paragraph (i) above as altered by CGS SG to reflect the later maturity date of the fresh Leveraged FX Contract and prevailing interest rates applicable to the relevant currencies.
- (c) If CGS SG does not agree to rollover all or part of a Leveraged FX Contract, then CGS SG may by entering into a Reverse Contract or Reverse Contracts close out the Leveraged FX Contract (or part thereof). Unless otherwise agreed in writing between the Client and CGS SG, the Leveraged FX Contract (or part thereof) shall be closed out on a first in first out basis. If the Client does not take any of the actions contemplated in Clause 7(a) within the stipulated time then CGS SG may take such action as it considers appropriate including the effecting of a rollover of such Leveraged FX Contract.
- (d) The party from whom a net amount is due under any Leveraged FX Contract must (unless CGS SG specifies otherwise) pay such amount to the other party with value as of the maturity date of such Leveraged FX Contract.

8. Payment Netting

Unless otherwise agreed by CGS SG, if on any date amounts would otherwise be payable:

- (a) in the same currency; and
- (b) in respect of one or more Leveraged FX Contracts,

by each party to the other, then, on such date, each party’s obligation to make payment of any such amount will be automatically satisfied and discharged and, if the aggregate amount that would otherwise have been payable by one party exceeds the aggregate amount that would otherwise have been payable by the other party, replaced by an obligation upon the party by whom the larger aggregate amount would have been payable to pay to the other party the excess of the larger aggregate amount over the smaller aggregate amount.

9. Taxes

- 9.1 The Client is responsible for all taxes (local or foreign) that may arise in relation to a Leveraged FX Contract, whether under current law or practice or otherwise. CGS SG shall have no responsibility for any of the Client's tax liabilities, or for providing information or advice in respect of such liabilities and shall not be responsible for notifying the Client of a change in tax law or practice.
- 9.2 In the event that CGS SG becomes liable to pay any tax on the Client's behalf arising from or incidental to Leveraged FX Contracts executed by the Client with CGS SG, the Client shall reimburse CGS SG on demand in full for the amount of such tax paid by CGS SG.
- 9.3 Without prejudice to the generality of Clause 15 of the Terms of Business, the Client shall indemnify CGS SG Group and keep CGS SG Group indemnified from and against all costs, claims, demands and expenses arising in connection with (a) any failure by the Client to reimburse CGS SG in accordance with Clause 9.2 of this Annex and (b) any late payment or non-payment of any tax payable by the Client in respect of the Leveraged FX Contracts executed by the Client with CGS SG Group.

10. Extraordinary Events

If there occurs in relation to any Leveraged FX Contract an Extraordinary Event, CGS SG shall have the sole discretion to determine any adjustments or action necessary in relation to such Leveraged FX Contract or any or all Leveraged FX Contracts or otherwise to an Account or Accounts in view of the Extraordinary Event. Such adjustments or actions may include (without limitation) altering or varying the quantities of currencies or exchange rates or other terms of the Leveraged FX Contract(s), terminating the Leveraged FX Contract(s), or suspending (definitely or otherwise) or terminating the Account(s). Provided that CGS SG undertakes such adjustment or action in good faith, any such adjustment or action shall be binding on the Client and the Client shall be liable for any losses incurred by CGS SG on the Client's account or which the Client is consequently liable to CGS SG for as a result of such adjustment or action.

11. Termination

Upon the occurrence of an Event of Default, in addition to the actions that CGS SG may take under Clause 9.6 of the Terms of Business, CGS SG may:

- (a) hedge, close out, and/or settle or perform all or any Leveraged FX Contracts; and
- (b) determine its total cost, loss or gain (including, if appropriate, any loss of bargain, cost of funding or other loss or gain as a result of the termination), and any net amount in respect of the terminated Leveraged FX Contracts (after taking into account any contractual obligation on CGS SG's part to return equivalent Margin under Clause 4.7 of this Annex) due from CGS SG to the Client or from the Client to CGS SG shall be immediately payable upon its calculation.

Direct Market Access Services Annex

This Direct Market Access Services Annex shall apply where the Client requests CGS SG, either in the Application Form or by any Communications to CGS SG, to provide the Client with direct market access to any Market as the Client and CGS SG may agree from time to time.

For the purposes of this Direct Market Access Services Annex, “**direct market access**” means the ability to purchase, sell or otherwise enter into transactions concerning futures, options, financial products or instruments that are listed (and remain listed) for quotation on the Markets (the “**Transactions**”) by the Client through the utilisation of certain electronic facilities provided by CGS SG and/or the Platform, including Electronic Communications.

The Client agrees and acknowledges that the direct market access is provided pursuant to or under an agreement CGS SG has entered with a service provider (the “**Service Provider**”) to utilise the Service Provider’s trading platform and facilities (the “**Platform**”) for such purposes.

Accordingly, the Client agrees and acknowledges that direct market access will be provided subject to (i) existence of such agreement with the Service Provider and its terms and conditions thereof or (ii) the continued availability of the Platform to CGS SG.

In consideration of CGS SG agreeing to provide the Client with direct market access to the Markets, the Client hereby agrees to be bound by the terms and conditions set out in this Direct Market Access Services Annex, as amended, modified or supplemented from time to time.

1 Definitions

In this Direct Market Access Services Annex, the following words and expressions shall have the meanings set out hereunder unless the context otherwise requires:

Applicable Laws includes, but is not limited to, any rules, regulations, orders, decisions, procedures and other requirements whatsoever whether having legal force or otherwise of any applicable regulatory body, exchange, clearing house, governmental or other authority to which a party hereto or the execution, settlement and/or clearing of any Transactions;

CGS SG Group means CGS SG and CGS SG’s Affiliate collectively;

CGS SG’s Affiliate means a related corporation (as defined in the Companies Act 1967 of Singapore) of CGS SG.

Confidential Information has the meaning given to the term in Clause 10.1 below;

Connection means the connection to the electronic facilities and/or the Platform under which direct market access is provided;

Effective Date means the date on which CGS SG commences providing the Client DMA Services; **Exchange** or **SGX-DT** means the Singapore Exchange Derivatives Trading Limited;

Futures Trading Rules means the Futures Trading Rules of the SGX-DT;

Loss means any and all loss, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising, including legal fees on a full indemnity basis, cost of funding and loss or cost incurred by the CGS SG Group (including any loss arising from the terminating, liquidating or re-establishing of any hedge or related trading position);

Order means a binding instruction or order in respect of a Transaction made pursuant to or under the direct market access provided hereunder;

DMA Services means the provision of direct market access hereunder; and **User** means the Client.

In this Direct Market Access Services Annex, capitalised terms have the meaning given to them in the “CGS International Securities Singapore Pte Ltd – Terms of Business” (the “**Terms of Business**”). Words importing only the singular number includes the plural number and vice versa. Words importing the masculine gender include the feminine and neuter gender and vice versa. References to clauses are references to clauses of the terms and conditions in this Direct Market Access Services Annex. Headings in this Direct Market Access Services Annex are inserted for ease of references and shall not affect the interpretations thereof. Unless otherwise specified, a reference to time is to Singapore time. References to any party shall, where relevant, be deemed to be references to or to include, as appropriate, their respective lawful successors, assigns or transferees.

2 General Conditions

- 2.1 Subject to all Applicable Laws and this Direct Market Access Services Annex, CGS SG hereby agrees to provide the User with the DMA Services. The User agrees that in respect of any Transaction, all applicable terms and conditions in the Terms of Business shall continue to apply in addition to this Direct Market Access Services Annex. In the event of any conflict or inconsistency between this Direct Market Access Services Annex and the Terms of Business, this Direct Market Access Services Annex shall prevail in respect of that conflict or inconsistency.
- 2.2 For purposes of facilitating the matters referred to in Clause 2.1 above, the User shall open and maintain with CGS SG such number of accounts as may be required by CGS SG.
- 2.3 CGS SG may, at any time without notice or liability to the User and on such terms and conditions as CGS SG sees fit, limit, suspend, revoke or terminate the DMA Services, and the User hereby acknowledges and confirms that the User shall have no claim against CGS SG in respect thereof. Without derogation from the generality of the foregoing, the DMA Services and/or the User's access to the Connection terminated forthwith if CGS SG 's agreement with the Service Provider in respect of the Platform is varied, suspended or terminated for any reason or CGS SG has no or limited access to the Platform, whether arising from a default of CGS SG or otherwise.
- 2.4 The User shall:
- (a) ensure that the integrity and security of its interface to the Connection is preserved and maintained. In this connection, the User undertakes, where required, to take all necessary steps to install and maintain all hardware, equipment and apparatus (complying with such specifications and configuration stipulated by CGS SG and/or the Service Provider from time to time) as may be required by CGS SG and/or the Service Provider to facilitate the User's use of the DMA Services;
 - (b) without prejudice to sub-clause (a) above, comply with all requirements and specifications as may be notified by CGS SG to the User from time to time in relation to the Connection;
 - (c) not in any way modify, interfere or otherwise tamper with the Connection, the Platform or any other hardware, software, interface, equipment, apparatus or component used in connection with the provision of the DMA Services; and
 - (d) to the extent that this has been communicated to the User and/or the User should reasonably be aware thereof, take any and all necessary action, and not fail or omit to take any and all action, that would cause CGS SG to be in breach of any contract or arrangements which any member of the CGS SG Group has entered into or may enter into with the Service Provider.

3 Term and Termination

- 3.1 This Direct Market Access Services Annex shall take effect from the Effective Date and shall continue in full force and effect until terminated in accordance with the provisions of this Clause 3.
- 3.2 The User shall only be able to terminate its use of the DMA Services upon thirty (30) days' prior written notice to CGS SG.
- 3.3 Upon termination, the User shall promptly pay CGS SG or the relevant member of the CGS SG Group all amounts due and owing to it pursuant to the DMA Services, return all documents or items which CGS SG may have provided to the User for purposes of the DMA Services and immediately cease all further usage of the DMA Services.
- 3.4 For the avoidance of doubt, termination of this Direct Market Access Services Annex shall not affect the rights and liabilities of CGS SG that have accrued prior to such termination.
- 3.5 Clauses 10, 11, 12, 13 and 14 shall survive any termination of this Direct Market Access Services Annex

4 Orders

- 4.1 It is the User's sole responsibility to ensure that an Order has been duly transmitted, received and processed. In the event that the User encounters any difficulty in transmitting, receiving or processing an Order, or has any queries in relation thereto, CGS SG will use all commercially reasonable endeavour to assist the User but the User acknowledges and confirms that CGS SG has no responsibility whatsoever for any failure in the transmission, receipt or processing of an Order.

5 Commission

The User shall promptly pay all of CGS SG's fees and/or other charges (including all brokerage fees and charges) at such rates and in such manner as shall be mutually determined from time to time in relation to the execution of any Order placed pursuant to or under the DMA Services.

6 Trading Restrictions and Credit Limits

- 6.1 Processing, delivery, execution or settlement of Orders may be subject to such trading restrictions and/or credit limits as CGS SG may, whether at the User's request or otherwise, establish, revise or impose, at any time and from time to time. The User acknowledges that an Order may not be routed, transmitted, processed, delivered, executed or cleared immediately.
- 6.2 Notwithstanding the foregoing Clause 6.1, it is the User's duty to ensure that any Order placed by it pursuant to or under the DMA Service does not breach any trading restriction and/or credit limit established or imposed by CGS SG at any time and from time to time. CGS SG has no obligation to monitor or determine whether any Order will so breach any trading restriction and/or credit limit as aforesaid.

7 Authorised Persons

The User shall provide a list of persons authorised to use the DMA Services to CGS SG forthwith and shall promptly provide CGS SG with any amendments to the list.

8 Representations, Warranties and Undertakings

- 8.1 The User represents, warrants and undertakes to CGS SG as follows:
- (a) that this Direct Market Access Services Annex contain legal, valid and binding obligations of the User, enforceable in accordance with their terms against the User;
 - (b) that it has taken all necessary corporate action, and has obtained all authorisations, consents, licences or approvals (whether under the Applicable Laws or otherwise) required to accept and agree this Direct Market Access Services Annex, to access and use the DMA Services made available pursuant to this Direct Market Access Services Annex, and to give Orders; the use of the DMA Services and all Orders are in full compliance with all Applicable Laws;
 - (c) that any Orders placed are solely and exclusively based on its own judgment and after its own independent appraisal and investigation into the risks associated with such Orders or dealings;
 - (d) that any person(s) empowered to act on the User's behalf have been duly authorised;
 - (e) every Order placed or made pursuant to or under the DMA Services is duly authorised and in accordance with Applicable Laws and market convention. The User agrees that CGS SG shall have no obligation or duty to enquire if an Order has been so authorised and shall be entitled at all times to assume so;
 - (f) that it has read and familiarised itself, as appropriate, with the rules of the relevant Market and all relevant information regarding direct market access to any relevant Market and the Connection and that it will not do or omit to do anything that would cause CGS SG to be in breach of the relevant rules or regulation of any Market;
 - (g) the User will not use the DMA Services for any unlawful or illegal act or do or omit to do anything that would be in breach of the relevant rules of any Market; and
 - (h) that it has reviewed this Direct Market Access Services Annex and the DMA Services provided hereunder, has decided to enter into this Direct Market Access Services Annex and utilise the DMA Services based on its own independent judgement and has not in any way whatsoever relied on any representation or warranty from CGS SG in entering into this Direct Market Access Services Annex and utilising these DMA Services.
- 8.2 The above representations, warranties, agreement and undertakings shall be deemed repeated whenever the User transmits Orders through the Connection or uses the DMA Services.

9 Notice by the User

The User shall notify CGS SG immediately upon its becoming aware of any unauthorised use of the DMA Services or of any breach of or non-compliance with any of Clauses 2.6(a) to (d) or any act that will or is likely to cause any disruption or malfunction of the Platform or the provision of the DMA Services (whether to the User or any other entity or person).

10 Confidentiality

10.1 The User undertakes to keep strictly confidential any information relating to CGS SG, the CGS SG Group, the Service Provider and any DMA Services to which the User may be given access pursuant to this Direct Market Access Services Annex which it may receive or may come into its possession in the course of its access and use of the Connection (“**Confidential Information**”) save that Confidential Information shall not include any information which enters the public domain through no fault or omission of the User.

10.2 Notwithstanding Clause 10.1, the User may disclose Confidential Information where this is required by any court order or by applicable law. In all such instances, the User shall promptly notify and consult with CGS SG beforehand prior to making any such disclosure.

11 Intellectual Property

The User accepts and acknowledges the fact that all intellectual property rights in the Service Provider’s Platform vest solely in and shall remain the exclusive property of the Service Provider and the User has no right, title, licence or interest in the Service Provider’s Platform. The User agrees not to take any action that would violate or infringe the Service Provider’s intellectual property rights in the Platform, as the case may be, and shall take all necessary measures to preserve and protect these rights.

12 Warranty Disclaimer

12.1 The User acknowledges that the DMA Services are provided on an “as is”, “as available” basis. The User irrevocably acknowledges and agrees that no member of the CGS SG Group makes any warranty, representation or assurance of any nature whatsoever that the DMA Services will be suitable for the User’s commercial, business or financial purposes, or as to its reliability, and that all liability in respect thereof is disclaimed. No warranty is made that the DMA Services will be accessible, secure, complete, reliable, uninterrupted or error-free, or that it will be free of viruses or harmful components. In particular, no member of the CGS SG Group shall be liable for any reason whatsoever for any information provided by, under or pursuant to the DMA Services and no warranty, representation or assurance of any nature whatsoever is made as to such information, and as to its (or its continued) accuracy, reliability or suitability for any purpose.

13 Regulatory Supervision

CGS SG shall have no liability, and shall not be responsible, for any prejudice, loss or inconvenience which the User may suffer as a result of any action by any regulatory body in the exercise of its regulatory or supervisory functions over CGS SG or the Service Provider. The User shall permit CGS SG any member of the CGS SG Group and/or the Service Provider and/or any regulatory body to have access to such terminals, computer systems or equipment in respect of the Connection as any of these parties may require and the User shall co-operate in answering any of their queries and render all reasonable assistance to CGS SG and/or any regulatory body in relation to any aspect of the Connection and the User’s usage thereof and access thereto.

14 General Indemnity

The User agrees to indemnify CGS SG and each and every member of the CGS SG Group, and each of their respective employees and agents against any and all Loss arising against the indemnified persons as a result of:

- (a) any failure by the User to comply with this Direct Market Access Services Annex or as a result of any act, omission, default, negligence or fraud on the part of the User, or otherwise howsoever arising, including but not limited to any Loss arising from:
 - (i) any unauthorised person being given access to the Connection through the User; and enter
 - (ii) any breach by the User of Clause 2.2 and Clause 11 hereof;

- (b) CGS SG facilitating the User's access to the DMA Services for purposes of direct market access to Markets, including but not limited to any Loss which CGS SG may suffer as a result of:
 - (i) any claim brought or threatened to be brought by the Service Provider against CGS SG in connection with the User's use of and access to the Connection;
 - (ii) any claims, proceedings, actions, fines, penalties or charges brought or imposed by any exchange, clearing body, any regulatory authority or any other third party whatsoever against or on CGS SG any member of the CGS SG Group arising from the User's access to the DMA Services; and
 - (iii) any liability which CGS SG may incur towards any other member of the CGS SG Group (the "**Relevant Entity**") as a result of CGS SG being considered the counterparty of the Relevant Entity for purposes of the Relevant Entity facilitating the User's direct market access to the Market(s).

15 Liability/Force Majeure

- 15.1 Neither CGS SG, the CGS SG Group nor any of their respective directors, officers, employees or agents shall be liable for:
- (a) any failure or delay in the User's ability to use the Connection or to submit Orders through the Connection or to use any other Service made available pursuant to this Direct Market Access Services Annex as a result of causes beyond its reasonable control, including but not limited to any act of God, fire, natural disaster, act of war, act of terrorism, epidemics or pandemics, governmental or regulatory action or omission, strike or lockout action or omission of a third party equipment supplier or software supplier or a third party communications provider;
 - (b) any breakdown or delay or failure of or in relation to the Connection and/or the Service Provider's Platform which results in a disruption or delay in direct market access to Markets and/or any other service made available pursuant to this Direct Market Access Services Annex;
 - (c) any inappropriate security, if any, of any network services through which the User may access the Connection;
 - (d) any unauthorised use of the Connection by any unauthorised person given or obtaining access to the Connection through the User; and
 - (e) any failure in the transmission, receipt or processing of an Order submitted using the Connection for any reason.
- 15.2 In addition and without prejudice to any other right or remedy of CGS SG (at law or otherwise), neither CGS SG, the CGS SG Group nor any of their respective directors, officers, employees or agents shall be liable to the User in any respect of any indirect or consequential Loss suffered by the User, (whether in contract, tort or otherwise, and even if advised of the possibility of the same) including any anticipated profits or punitive damages or as a result of any act, omission, default, negligence or fraud on the part of CGS SG, or otherwise howsoever arising.

16 General

- 16.1 This Direct Market Access Services Annex supplements and/or amends and is to be read together with all Applicable Laws. In the event of any inconsistency between this Direct Market Access Services Annex and Applicable Laws, this Direct Market Access Services Annex shall be modified or superseded to the extent necessary to eliminate such conflict, but shall in all other respects continue in full force and effect.
- 16.2 The User agrees to be bound by any amendment to this Direct Market Access Services Annex as may be determined by CGS SG and notified to the User in writing from time to time. If the User continues to use the DMA Services after any such amendment has been notified to it, the User shall be deemed to have accepted all such amendments in their entirety.
- 16.3 The User agrees and acknowledges that this Direct Market Access Services Annex shall be for the benefit of CGS SG and each and every member of the CGS SG Group and can be enforced against the User by each of the members of the CGS SG Group as if they were a party to this Direct Market Access Services Annex.
- 16.4 This Direct Market Access Services Annex supersedes any previous agreement between CGS SG and the User in relation to the matters with which it deals and represents the entire understanding between CGS SG and the User in relation to those matters.

16.5 Any electronic record relating to this Direct Market Access Services Annex and the DMA Services provided hereunder kept and/or maintained by CGS SG or the Service Provider shall be conclusive evidence of the contents thereof. The User agrees to the admission as evidence in any court in Singapore of such electronic records maintained or kept by CGS SG and/or the Service Provider and any part, copy or computer output thereof, as an original document, and the User further agrees not to challenge or dispute the admissibility, authenticity or accuracy of such electronic records or computer output thereof.

17 Specific Singapore Regulatory Obligations

17.1 Where DMA Services is delegated by the User to any third party, the User:

- (a) confirms that the User has relevant procedures in place to ensure that each underlying party to whom the User delegates DMA Services are subject to the requirements set out in Rule 2.1.2(1)(a)-(f) of the Futures Trading Rules;
- (b) acknowledges that the User remains responsible for ensuring that the actions of any such third party are compliant with the provisions of this Direct Market Services Annex and any applicable Market requirements, and for any trade resulting therefrom; and
- (c) agrees that CGS SG or the Service Provider may rely on this Direct Market Services Annex to demonstrate CGS SG's own compliance with Rule 2.1.2(2) of the Futures Trading Rules to the Exchange.

Disclosure Statement Schedule (Parts B to E)

Part B: Notification of Rule 1.6 of the Futures Trading Rules

CGS SG is required under the Futures Trading Rules to notify the Client of the following Rule 1.6 of the Futures Trading Rules (Exclusion of Liability, Disclaimer of Warranties & Statutory Immunity).

Reproduction of Rule 1.6

1.6.1 No Liability for Loss

Unless otherwise expressly provided in this Rules or in any other agreements to which the Exchange is a party, the Exchange shall not be liable to any Person for any loss (consequential or otherwise, including, without limitation, loss of profit), damage, injury, or delay, whether direct or indirect, arising from:

- (a) any action taken by the Exchange in connection with the discharge of its regulatory responsibilities including the suspension, interruption or closure of the Markets; or
- (b) any failure or malfunction of Exchange Systems.

“**Exchange Systems**” refers to any pre-trade, trade or post-trade systems, including QUEST, operated by the Exchange in connection with the Markets.

1.6.2 Statutory Immunity

As provided under the Act, the Exchange or any Person acting on its behalf including any director or any Committee Member shall be immune from any criminal or civil liability for anything done (including any statement made) or omitted to be done with reasonable care and in good faith in the course of, or in connection with, the discharge or purported discharge of its obligations under the Act or this Rules.

1.6.3 Disclaimer of Warranties

All warranties and conditions, both express and implied as to condition, description, quality, performance, durability, or fitness for the purpose or otherwise of any of the Exchange Systems or any component thereof are excluded except as required by law. The Exchange does not warrant or forecast that the Exchange Systems, any component thereof or any services performed in respect thereof will meet the requirements of any user, or that operation of the Exchange Systems will be uninterrupted or error-free, or that any services performed in respect of the Exchange Systems will be uninterrupted or error-free.

1.6.4 Index Related Disclaimers

The Exchange, Index Provider and any other party involved in, or related to, making or compiling any index do not guarantee the originality, accuracy or completeness of such indices or any data included therein. Contracts on any index (“**Index Contracts**”) are not sponsored, guaranteed or endorsed by the Index Provider or any other party involved in, or related to, making or compiling such indices. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any representations regarding the advisability of investing in such Index Contracts. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any warranty, express or implied, as to the results to be obtained by any person or any entity from the use of such index or any data included therein. Neither the Index Provider nor any other party involved in, or related to, making or compiling any MSCI Index makes any express or implied warranty, and expressly disclaims all warranties of merchantability and fitness for a particular purpose or use with respect to such index or any data included therein. Without limiting any of the foregoing, in no event shall an Index Provider or any other party involved in, or related to, making or compiling any index have any liability for any direct, special punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. In addition, neither the Exchange, an Index Provider nor any other party involved in, or related to, making or compiling any index shall have any liability for damages, claims, losses or expenses relating to any futures or options contracts that may be caused by any errors or delays in calculating or disseminating such index. “**Index Provider**” as used herein refers to MSCI, FTSE, IISL, NKS or such other index provider and their respective affiliates with whom the Exchange has or shall enter into agreements with for the creation and exploitation of indices and index-linked products.

Part C: Notification of Rules 1.01.1 to 1.01.5 of the Clearing Rules

CGS SG is required by the Clearing Rules to notify the Client of the following rules of the Clearing Rules.

Reproduction of Rules 1.01.1 to 1.01.5 of the Clearing Rules

1.01.1 This Rules apply to all Members and operate as a binding contract between the Clearing House and each Member and between a Member and any other Member and for the exclusive benefit only of the parties to such contract(s). Save as otherwise provided in this Rules, a person who is not a party to this Rules has no rights under the Contracts (Rights of Third Parties) Act 2001 of Singapore to enforce any terms of this Rules.

1.01.2 Except where the Clearing House otherwise expressly agrees with or expressly commits itself to any party, the benefit of any performance by the Clearing House of its obligations under:

1.01.2.1 this Rules, or

1.01.2.2 Directives, Practice Notes or Circulars issued by the Clearing House,

is restricted to only Members. The Clearing House shall have no liability to any other party. In particular, the Clearing House shall have no liability to any party affected or aggrieved by any alleged action or omission of the Clearing House or any of the directors, officers or employees of the Clearing House.

1.01.3 Without prejudice to Rule 1.01.2 or the benefit of any exclusion of liability in any contract or undertaking in favour of the Clearing House, the Clearing House accepts no duty to and therefore shall have no liability whatsoever to any Member or any Third Party in contract, tort, trust, as a fiduciary or under any other cause of action in respect of any damage, loss, cost or expense of whatsoever nature suffered or incurred by a Member or any Third Party, as the case may be, as a result of:

1.01.3.1 any suspension, restriction or closure of any market whose contracts are cleared by or novated to the Clearing House (each a "**Relevant Market**"), whether for a temporary period or otherwise or as a result of a decision taken on the occurrence of a market emergency;

1.01.3.2 any failure by the Clearing House or any Relevant Market to supply each other with data or information in accordance with arrangements from time to time established between and/or amongst any or all such persons;

1.01.3.3 the failure of any systems, communications facilities or technology supplied, operated or used by the Clearing House;

1.01.3.4 the failure of any systems, communications facilities or technology supplied, operated or used by any Relevant Market;

1.01.3.5 the inaccuracy of any information supplied to and relied on by the Clearing House (including but not limited to any error in the establishment of a settlement price made by a Relevant Market) or a Relevant Market; and

1.01.3.6 any event which is outside the reasonable control of the Clearing House.

1.01.4 Without prejudice to Rule 1.01.2, and in addition to Rule 1.01.3, each Member should and must note that in connection with any index used or to be used by the Clearing House for clearing and settlement or in connection or by reference therewith, none of the Clearing House, its directors or officers or any relevant party that the Clearing House may contract with for the supply of the index or information in relation thereto (each of the foregoing, a "**Relevant Party**") assume any obligation or liability in connection with the clearing or settlement of any contract based on such index. Accordingly, none of the foregoing parties shall be in any way responsible for any losses, expenses or damages (in all cases direct or indirect) arising in connection with or referable to the clearing or settlement of any contract linked or referable to the said index, provided that nothing herein shall affect either obligations of the Clearing House or its Members as parties clearing or settling in any contract so linked or referable. None of the Relevant Parties guarantee or warrant or undertake in any manner the accuracy or completeness of any such index or any information or data included in or referable to it.

NONE OF THE RELEVANT PARTIES MAKES ANY WARRANTY OR GIVES ANY GUARANTEE OR UNDERTAKING, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF, OR THE RESULTS TO BE OBTAINED BY ANY PERSON OR ENTITY FROM THE USE OF ANY SUCH INDEX, OR ANY INFORMATION OR DATA INCLUDED IN OR REFERABLE TO IT IN CONNECTION WITH ANY CLEARING OR SETTLEMENT OF ANY CONTRACTS OR FOR ANY OTHER USE. NONE OF THE RELEVANT PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY SUCH INDEX, OR ANY INFORMATION OR DATA INCLUDED IN OR REFERABLE TO ANY SUCH INDEX.

- 1.01.5 All Members are to note the foregoing and ensure that they are taking on membership in and/or will carry on as Members of The Clearing House, transact and will transact by reference to the Clearing House or any Contract or information or action referable to the Clearing House or any of its directors or officers, only on the foregoing basis and will also ensure that they will not open or allow the continued operation of any account for any person with respect to any Contract unless such person has been notified of the foregoing provisions and has satisfied him/herself or itself that the same is acceptable and is accepted.

Part D: Prohibited Trading Practices

This statement is being provided to the Client pursuant to Rule 3.3.5 of the Futures Trading Rules. This statement reproduces, for the Client's information, provisions of the SFA and the Futures Trading Rules which prohibit certain trading practices. The Client acknowledges that the Client has read and understood this statement and undertakes not to engage in any such prohibited trading practices. The Client further acknowledges that these provisions may be amended from time to time by the relevant authorities, and the Client should therefore refer to the relevant rules and regulations for the updated provisions on these prohibited trading practices.

Prohibited trading practices under the SFA

Section 206 – False Trading

No person shall create, or do anything that is intended or likely to create, a false or misleading appearance of active trading in any futures contract on a futures market or in connection with leveraged foreign exchange trading, or a false or misleading appearance with respect to the market for, or the price of futures contracts on a futures market or foreign exchange in connection with leveraged foreign exchange trading.

Section 207 – Bucketing

- (1) No person shall knowingly execute, or hold himself out as having executed, an order for the purchase or sale of a futures contract on a futures market, without having effected a bona fide purchase or sale of the futures contract in accordance with the business rules and practices of the futures market.
- (2) No person shall knowingly execute, or hold himself out as having executed, an order to make a purchase or sale of foreign exchange in connection with leveraged foreign exchange trading, without having effected a bona fide purchase or sale in accordance with the order.

Section 208 – Manipulation of price of futures contract and cornering

- (1) No person shall, directly or indirectly –
 - (a) manipulate or attempt to manipulate the price of a futures contract that may be dealt in on a futures market, or of any commodity which is the subject of such futures contract; or
 - (b) corner, or attempt to corner, any commodity which is the subject of a futures contract.

Section 209 – Fraudulently inducing persons to trade in futures contracts

- (1) No person shall –
 - (a) by making or publishing any statement, promise or forecast that he knows or ought reasonably to have known to be false, misleading or deceptive;
 - (b) by any dishonest concealment of material facts;
 - (c) by the reckless making or publishing of any statement, promise or forecast that is false, misleading or deceptive; or
 - (d) by recording or storing in, or by means of, any mechanical, electronic or other device information that he knows to be false or misleading in a material particular,

induce or attempt to induce another person to trade in a futures contract or engage in leveraged foreign exchange trading.

- (2) In any proceedings against a person for a contravention of subsection (1) constituted by recording or storing information as mentioned in subsection(1)(d), it is a defence if it is established that, at the time when the defendant so recorded or stored the information, he had no reasonable grounds for expecting that the information would be available to any other person.

Section 210 – Employment of fraudulent or deceptive devices, etc.

No person shall, directly or indirectly, in connection with any transaction involving trading in a futures contract or leveraged foreign exchange trading –

- (a) employ any device, scheme or artifice to defraud;
- (b) engage in any act, practice or course of business which operates as a fraud or deception, or is likely to operate as a fraud or deception, upon any person;
- (c) make any false statement of a material fact; or
- (d) omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

Section 211 – Dissemination of information about illegal transactions

No person shall circulate, disseminate, or authorise, or be concerned in the circulation or dissemination of, any statement or information to the effect that the price of a class of futures contracts or foreign exchange in connection with leveraged foreign exchange trading will, or is likely to, rise or fall or be maintained because of the market operations of one or more persons which, to his knowledge, are conducted in contravention of section 206, 207, 208, 209 or 210 if –

- (a) the person, or a person associated with the person, has conducted such market operations; or
- (b) the person, or a person associated with the person, has received, or expects to receive, directly or indirectly, any consideration or benefit for circulating or disseminating, or authorising or being concerned in the circulation or dissemination, the statement or information.

Section 218 – Prohibited conduct by connected person in possession of inside information

- (1) Subject to this Division, where –
 - (a) a person who is connected to a corporation (referred to in this section as the connected person) possesses information concerning that corporation that is not generally available but, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of securities of that corporation; and
 - (b) the connected person knows or ought reasonably to know that –
 - (i) the information is not generally available; and
 - (ii) if it were generally available, it might have a material effect on the price or value of those securities,subsections (2) to (6) shall apply.
- (2) The connected person must not (whether as principal or agent) –
 - (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities; or
 - (b) procure another person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities.
- (3) Where trading in the securities referred to in subsection (1) is permitted on the securities market of a securities exchange or futures market of a futures exchange, the connected person must not, directly or indirectly, communicate the information, or cause the information to be communicated, to another person if the connected person knows, or ought reasonably to know, that the other person would or would be likely to –
 - (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities; or
 - (b) procure a third person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities.

- (4) In any proceedings against a connected person for a contravention of subsection (2) or (3), where the prosecution or plaintiff proves that the connected person was at the material time –
- (a) in possession of information concerning the corporation to which he was connected; and
 - (b) the information was not generally available, it shall be presumed, until the contrary is proved, that the connected person knew at the material time that –
 - (i) the information was not generally available; and
 - (ii) if the information were generally available, it might have a material effect on the price or value of securities of that corporation.
- 5) In this Division,
- (a) **“connected person”** means a person referred to in subsection (1) or (1A) who is connected to a corporation; and
 - (b) a person is connected to a corporation if –
 - (i) he is an officer of that corporation or of a related corporation;
 - (ii) he is a substantial shareholder within the meaning of Division 4 of Part IV of the Companies Act 1967 of Singapore in that corporation or in a related corporation; or
 - (iii) he occupies a position that may reasonably be expected to give him access to information of a kind to which this section applies by virtue of –
 - (A) any professional or business relationship existing between himself (or his employer or a corporation of which he is an officer) and that corporation or a related corporation; or
 - (B) his being an officer of a substantial shareholder within the meaning of Division 4 of Part IV of the Companies Act 1967 of Singapore in that corporation or in a related corporation.
- (6) For the purposes of subsection (5), **“officer”**, in relation to a corporation, includes –
- (a) a director, secretary or employee of the corporation;
 - (b) a receiver, or receiver and manager, of property of the corporation;
 - (c) a judicial manager of the corporation;
 - (d) a liquidator of the corporation; and
 - (e) a trustee or other person administering a compromise or arrangement made between the corporation and another person.

Section 219 – Prohibited conduct by other persons in possession of inside information

- (1) Subject to this Division, where –
- (a) a person who is not a connected person referred to in section 218 (referred to in this section as the insider) possesses information that is not generally available but, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of securities; and
 - (b) the insider knows that –
 - (i) the information is not generally available; and
 - (ii) if it were generally available, it might have a material effect on the price or value of those securities, subsections (2) and (3) shall apply.

- (2) The insider must not (whether as principal or agent) –
- (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities; or
 - (b) procure another person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities.
- (3) Where trading in the securities referred to in subsection (1) is permitted on the securities market of a securities exchange or futures market of a futures exchange, the insider must not, directly or indirectly, communicate the information, or cause the information to be communicated, to another person if the insider knows, or ought reasonably to know, that the other person would or would be likely to –
- (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities; or
 - (b) procure a third person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities.

3.4.1 Market Manipulation

A Member, Approved Trader or Registered Representative shall not manipulate or attempt to manipulate the price of a contract or of any underlying, or corner, or attempt to corner, any underlying.

3.4.2 Churning

A Member, Approved Trader or Registered Representative is prohibited from churning or generating commissions through creating excessive transactions in a Customer's Account.

3.4.3 False Trading, Bucketing, Fraudulent Inducement to Trade and Employment of Fraudulent Device

A Member, Approved Trader or Registered Representative shall not:

- (a) engage in, or knowingly act with any other Person in, any act or practice that will or is likely to create a false or misleading appearance of active trading in any contract or a false or misleading appearance with respect to the price of any contract;
- (b) knowingly execute, or hold out as having executed, an order for the purchase or sale of a contract, without having effected a bona fide purchase or sale of the contract in accordance with this Rules;
- (c) induce or attempt to induce another person to trade in a contract:
 - (i) by making or publishing any statement, promise or forecast that it knows or ought reasonably to know to be false, misleading or deceptive;
 - (ii) by any dishonest concealment of material facts;
 - (iii) by the reckless making or publishing of any statement, promise or forecast that is false, misleading or deceptive; or
 - (iv) by recording or storing in any mechanical, electronic or other device information that is knowingly false or materially misleading; or
- (d) directly or indirectly in connection with any trading in a contract:
 - (i) employ any device, scheme or artifice to defraud;
 - (ii) engage in any act, practice or course of business which operates as a fraud or deception, or is likely to operate as a fraud or deception upon any Person;
 - (iii) make any false statement of a material fact; or
 - (iv) omit to state a material fact necessary in order to make any statements made, in the light of the circumstances under which they were made, not misleading.

3.4.4 Duty to Inform Exchange of Prohibited Trading Practices

A Member, Approved Trader or Registered Representative shall immediately inform the Exchange if it reasonably suspects, or knows of, any commission or attempted commission of the acts prohibited under Rules 3.4.1, 3.4.2 and 3.4.3.

3.4.5 Dissemination of False or Misleading Information

A Member, Approved Trader or Registered Representative shall not disseminate false or misleading reports concerning market information or conditions that may affect the price of any contract, if the Member, Approved Trader or Registered Representative:

- (a) knows or ought reasonably to know that the information is false or misleading; or
- (b) is reckless about the truth of the information.

This prohibition includes circulation or aiding in the circulation in any manner of rumours which cast doubt on the integrity of any contract or underlying.

3.4.6 Professional Misconduct

A Member, Approved Trader or Registered Representative shall not:

- (a) permit the use of the Member's facilities or Membership privileges by another Member, Approved Trader or Registered Representative or non-Member in a manner that impairs the dignity or degrades the good name of the Exchange, or creates a market or other situation detrimental to the Exchange, or effectuates manipulations or cornerings or attempts at either, or to itself do any of the foregoing;
- (b) engage in any conduct which impairs or tends to impair the dignity or the good name of the Exchange;
- (c) commit an act which is substantially detrimental to the interest of the Exchange;
- (d) refuse to comply with an order of the Exchange, the Disciplinary Committee or the Appeals Committee;
- (e) refuse to comply with a final arbitration award;
- (f) fail to answer Customers' complaints promptly and in appropriate detail;
- (g) commit any fraudulent or dishonest act or any act of bad faith;
- (h) act in a dishonourable or uncommercial manner;
- (i) make a material mis-statement to the Exchange, the Disciplinary Committee or the Appeals Committee, or in any information supplied to the Exchange or its officers;
- (j) make, or cause to be made, a false or misleading entry in any books, records, reports, slips, documents or statements relating to the business, affairs, transactions, conditions, assets or accounts of the Member;
- (k) omit from making, for whatever reason, a material entry in any books, records, reports, slips, documents or statements relating to the business, affairs, transactions, conditions, assets or accounts of the Member;
- (l) alter or destroy any books, records, reports, slips, documents or statements relating to the business, affairs, transactions, conditions, assets or accounts of the Member without a valid reason;
- (m) make use of or reveal any confidential information obtained by reason of participating in any investigative proceeding or hearing;
- (n) refuse to appear before the Exchange, the Disciplinary Committee or the Appeals Committee at a duly convened hearing or in connection with any investigation; or
- (o) refuse to fully answer all questions or produce all books and records in relation to any audit, hearing or investigation.

3.4.9 Fictitious Transactions Without Change In Ownership

The creation of fictitious transactions or the placing of orders which do not involve any change in ownership, or the execution of such an order with knowledge of its character by a Member, Approved Trader or Registered Representative is prohibited. A Member, Approved Trader or Registered Representative shall not accept buying and selling orders at the same time and price from a Customer for the same contract month of the same futures contract or in the case of option contracts, a put or call option contract with the same class of options, the same strike price and expiration month. This Rule does not apply if orders are entered in the following circumstances:

- (a) the orders are from a fund manager whose instructions are intended to switch the contract from one (1) sub-account to another for legitimate commercial reasons;
- (b) the orders will be booked out finally to different beneficial owners; or
- (c) if the Member or the Approved Trader establishes to the Exchange that it was not a purpose of the orders to create a false market.

3.4.10 Overtrading by a Member, Approved Trader or Customer

The following provisions apply in relation to overtrading:

- (a) a Member shall not execute any trade beyond any limits imposed by that Member's sponsoring Clearing Member, the Exchange, the Clearing House or MAS. A Member shall ensure that its Customers do not trade beyond any limits. A Member shall be guilty of overtrading if such Member or its Approved Trader enters into any trade or trades beyond any limits imposed from time to time by its sponsoring Clearing Member, the Exchange or MAS. If a Member is charged with violating this Rule:
 - (i) the Exchange may at its discretion suspend that Member from trading until such time as the Disciplinary Committee or the Appeals Committee has completed the hearing in respect of such charge against such Member;
 - (ii) its sponsoring Clearing Member shall, upon being notified by the Exchange or the Clearing House as the case may be, withhold any profits due or owing to such Member from the transaction that resulted in overtrading, or such monies due or owing to such Member as directed by the Exchange or the Clearing House, and shall not release any such profits or monies until the Disciplinary Committee or the Appeals Committee has completed the hearing in respect of the charge against the Member; and
 - (iii) without prejudice to the foregoing, the Exchange may, in any case of overtrading, direct the Clearing House to withhold any profits due or owing to any Clearing Member from the transaction that resulted in overtrading, or such monies due or owing to such Member, until the Disciplinary Committee or the Appeals Committee has completed the hearing in respect of the charge against the Member;
- (b) if overtrading by a Customer granted Bypass Privileges occurs, the sponsoring Clearing Member shall immediately inform the Exchange and if directed by the Exchange, arrange to terminate the Customer's connectivity to QUEST so as to prevent further trade execution by the Customer; and
- (c) each trade entered into beyond any limits imposed by a sponsoring Clearing Member, the Exchange, the Clearing House or MAS shall be deemed to be a distinct and separate violation of this Rule and shall be punishable as such. If a Member is charged by the Exchange for overtrading, it is not necessary for the Exchange to show that the Member intended to overtrade. The act of overtrading is sufficient to constitute an offence under this Rules.

3.4.11 Knowingly Taking Advantage of an Error Prohibited

A Member, Approved Trader or Registered Representative shall not knowingly take advantage of a situation arising from:

- (a) a breakdown or malfunction in any Exchange Systems; or
- (b) error entries made by the Exchange on QUEST.

3.4.13 Front Running – Priority of Customers' Orders

A Member, Approved Trader or Registered Representative shall not trade in contracts for its own accounts or for an account associated with or connected to that Member, Approved Trader or Registered Representative, if that Member, Approved Trader or Registered Representative also has in hand Customers' orders (including discretion orders) to do the same at the prevailing market price or at the same price. This Rule does not apply if:

- (a) that Member, Approved Trader or Registered Representative has no access to the Customer's order flow information;
- (b) the Customer has prescribed that the order be executed under specified conditions and the order cannot be executed by reason of those conditions; or
- (c) the transaction is entered into in circumstances prescribed by MAS.

"Customer" as used in this Rule 3.4.13 does not include the Member's Approved Traders, Registered Representatives or Persons associated with or connected to the Member, Approved Trader or Registered Representative.

3.4.14 Trading Against Customers' Orders Prohibited

A Member, Approved Trader or Registered Representative shall not knowingly effect a transaction to buy from or sell to a Customer any contract for:

- (a) an account in which the Member, Approved Trader or Registered Representative has an interest; or
- (b) the account of any Person associated with or connected to the Member, Approved Trader or Registered Representative.

This Rule does not apply if the Member, Approved Trader or Registered Representative has first entered the Customer's order into QUEST and waited at least 10 seconds before entering an opposite order, or if the Member, Approved Trader or Registered Representative has obtained the Customer's prior written consent. "Customer" as used in this Rule 3.4.14 does not include the Member's Approved Traders, Registered Representatives or Persons associated with or connected to the Member, Approved Trader or Registered Representative.

4.1.9 Withholding and Order Withdrawal

A Member, Approved Trader or Registered Representative shall not withhold or withdraw from QUEST any Customer's order or any part of a Customer's order for any reason, unless it is for the benefit of the Customer or pursuant to the Customer's instruction.

4.1.10 Cross Trades

A Member or Approved Trader who knowingly receives buy and sell orders from different Customers at the same time and price, for the same Contract Month of the same Contract, shall first expose the leg which is the better bid or offer than the prevailing bid or offer in QUEST. If there is no prevailing bid or offer, the Member or Approved Trader shall first expose the leg which has the better price than the last traded price, or if there is no last traded price, the last settlement price. This Rule 4.1.10 does not apply if the orders are entered by:

- (a) different Approved Traders on behalf of different Customers; or
- (b) different Customers directly into QUEST and the Member or its Approved Trader does not know or have access to that Customer's order flow information.

However, if the Exchange suspects that a cross trade was pre-arranged in either one of the above circumstances in contravention of Rule 4.1.13, the onus is on the Member or the Approved Trader to show otherwise.

4.1.13 Pre-arranged Trades Prohibited

A Member or Approved Trader shall not make any purchase or sale which has been pre-arranged except for:

- (a) an exchange of Underlying for Futures Contracts as contemplated in this Rules; or
- (b) a Negotiated Large Trade as contemplated in this Rules.

For the avoidance of doubt, a request for a quote from a designated market maker approved by the Exchange does not constitute a pre-arranged trade.

Part E: Sections 274, 275 and 276 of the Securities and Futures Act

CGS SG is required by Practice Note 12.3.1, 12.3.2 of the Singapore Exchange Securities Trading Limited (“**SGX-ST**”) Rules (“**SGX- ST Rules**”) to notify the Client of Sections 274, 275 and 276 of the SFA.

In summary, Sections 274 and 275 of the SFA provide that, where the conditions set out therein are satisfied, an offer of securities is exempted from the prospectus registration requirements of the SFA. In other words, where securities are offered to the Client in reliance of the prospectus exemptions under Sections 274 and/or 275, the requirement to lodge a prospectus with the Monetary Authority of Singapore (“**MAS**”) and the SGX-ST does not apply.

Section 274 – Offer made to institutional investors

Section 274 of the SFA provides that offers of securities may be made to the following classes of “**institutional investors**” without a prospectus having to be registered:

- (a) banks licensed under the Banking Act 1970 of Singapore;
- (b) merchant banks approved as financial institutions under Section 28 of the Monetary Authority of Singapore Act 1970;
- (c) finance companies licensed under the Finance Companies Act 1967 of Singapore;
- (d) companies or societies registered under the Insurance Act 1966 of Singapore, as an insurer;
- (e) companies licensed under the Trust Companies Act 2005 of Singapore;
- (f) the Singapore government or statutory bodies established under any Act;
- (g) pension funds or collective investment schemes;
- (h) holders of capital market service licences under the SFA for:
 - (i) dealing in securities;
 - (ii) fund management;
 - (iii) providing custodial services for securities;
 - (iv) real estate investment trust management;
 - (v) securities financing; or
 - (vi) trading in futures contracts;
- (i) persons (other than individuals) who carry on the business of dealing in bonds with accredited investors or expert investors;
- (j) a trustee of such trust that the MAS may prescribe, when acting in that capacity;
- (k) a designated market-maker as defined in paragraph 1 of the Second Schedule to the Securities and Futures (Licensing and Conduct of Business) Regulations;
- (l) a headquarters company, or Finance and Treasury Centre, as defined in paragraph 1 of the Second Schedule to the Securities and Futures (Licensing and Conduct of Business) Regulations, which carries on a class of business involving fund management, where such business has been approved as a qualifying service in relation to that headquarters company or Finance and Treasury Centre under Section 43E(2)(a) or 43G(2)(a) of the Income Tax Act 1947 of Singapore, as the case may be;
- (m) a person resident in Singapore who undertakes fund management activity in Singapore on behalf of not more than 30 qualified investors, as defined in paragraph 5(3) of the Second Schedule to the Securities and Futures (Licensing and Conduct of Business) Regulations;
- (n) a Service Company which carries on business as an agent of a member of Lloyd’s; and
- (o) such other persons as the MAS may prescribe.

Section 275 – Offer made to accredited investors and certain other persons

Section 275 of the SFA provides that securities may be offered without a prospectus to the following persons (“**Section 275 Persons**”):

- (a) a “**relevant person**” (as defined below); or
- (b) a person who acquires the securities as principal if the offer is on terms that the securities may only be acquired at a consideration of not less than S\$200,000 (or its equivalent in a foreign currency) for each transaction, whether such amount is to be paid for in cash or by exchange of securities or other assets;

A “**relevant person**” is defined as:

- (a) an accredited investor, namely:
 - (i) an individual whose net personal assets exceed S\$2 million (or its equivalent in a foreign currency) or such other amount as the MAS may prescribe in place of the first amount; or
 - (ii) an individual whose income in the preceding 12 months is not less than S\$300,000 (or the equivalent in value in a foreign currency) or such other amount as the MAS may prescribe in place of the first amount;
 - (iii) a corporation with net assets exceeding S\$10 million in value (or its equivalent in value in a foreign currency) or such other amount as the MAS may prescribe, in place of the first amount, as determined by:
 - (A) the most recent audited balance sheet of the corporation; or
 - (B) where the corporation is not required to prepare audited accounts regularly, a balance sheet of the corporation certified by the corporation to give a true and fair view of the state of affairs of the corporation as of the date of the balance-sheet, which date shall be within the preceding 12 months;
 - (iv) the trustee of a trust of which all property and rights of any kind whatsoever held on trust for the beneficiaries of the trust exceed S\$10 million in value (or its equivalent in a foreign currency);
 - (v) an entity (other than a corporation) with net assets exceeding S\$10 million in value (or its equivalent in a foreign currency);
 - (vi) a partnership (other than a limited liability partnership within the meaning of the Limited Liability Partnership Act 2005 of Singapore) in which each partner is an accredited investor; or
 - (vii) a corporation, the sole business of which is to hold investments and the entire share capital of which is owned by one or more persons, each of whom is an accredited investor;
- (b) a corporation the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor (a “**Relevant SPV**”);
- (c) a trustee of a trust the sole purpose of which is to hold investments and each beneficiary of which is an individual who is an accredited investor (a “**Relevant Trust**”);
- (d) an officer or equivalent person of the person making the offer (such person being an entity) or a spouse, parent, brother, sister, son or daughter of that officer or equivalent person; or
- (e) a spouse, parent, brother, sister, son or daughter of the person making the offer (such person being an individual).

Section 276 – Offer of securities acquired pursuant to section 274 or 275

Where securities have been sold to the Client pursuant to the prospectus exemptions in Section 274 or 275, Section 276 imposes restrictions on the Client’s ability to subsequently on-sell those securities.

Under Section 276, within a period of **six months** from the date of the Client’s initial acquisition of such securities, the Client may only subsequently sell the shares/debentures to institutional investors or to Section 275 Persons. Offers by the Client of the securities to any other persons within this **six-month** period will attract a requirement to register a prospectus.

In addition, no transfer of securities of a Relevant SPV (other than a Relevant SPV which is itself an accredited investor) and the beneficiaries’ rights and interest in a Relevant Trust (other than a Relevant Trust the trustee of which is an accredited investor) may be made within **six months** after such Relevant SPV or Relevant Trust has acquired shares/debentures under Section 275, unless:

- (a) the transfer is made to institutional investors or Section 275 Persons;
- (b) no consideration is given for the transfer; or
- (c) the transfer is by operation of law.