

# **CONDITIONS GOVERNING PHILLIP SECURITIES TRADING ACCOUNTS**

## **CONTENTS**

PART A	:	GENERAL CONDITIONS
PART B	:	CONDITIONS FOR THE PRIMARY SERVICES
SECTION 1	:	ACCOUNTS
SECTION 2	:	TELEBROKING AND COMPUTER ONLINE BROKING
SECTION 3	:	MARGIN FINANCING
SECTION 4	:	MULTI-CURRENCY SERVICES
SECTION 5	:	CUSTODIAL SERVICES
SECTION 6	:	SECURITIES BORROWING AND LENDING SERVICE
SECTION 7	:	CONTRACTS FOR DIFFERENCES

### **Part A: General Conditions**

#### **1.1 Definitions** Unless the context otherwise requires:

**“Account”**: an account of the Customer opened and maintained with PSPL following acceptance of the Customer’s application for the trading of Securities (whether on a margin basis, on a contract for differences basis or a cash basis or otherwise) and shall also include accounts for Securities borrowing and custody.

**“Application Form”**: the application form by which the Customer applies to PSPL to open an Account.

**“Associate”**: any firm or corporation in which Mr. Lim Hua Min and/or his siblings has, whether directly or indirectly and either individually or collectively, control of not less than 20% of the voting power in the firm or corporation, including but not limited to Phillip Securities Nominees Pte Ltd, Phillip Financial Pte Ltd, Phillip Securities Research Pte Ltd, Phillip Futures Pte Ltd and Phillip Capital Management (S) Ltd.

**“Book-Entry Securities”**: shall have the meaning ascribed to the phrase in Section 130A of the Companies Act (or any amendment or substitution thereof).

**“Collateral”** : as between PSPL and a Customer means (i) the cash held in the Account(s) or if cash is provided on a title transfer basis in favour of PSPL the debt amount equivalent of the cash which would otherwise have been held in the Accounts. For the purposes of the preceding it is agreed that , unless otherwise specifically agreed with PSPL, all cash or cash equivalent given over to PSPL for the account of the Customer are intended and shall be regarded as title transferred to PSPL; (ii) Marginable Securities (if any) and any and all other Securities deposited by the Customer or otherwise beneficially owned by the Customer and applied pursuant to the terms set out below as margin or collateral for the Customer’s Margin Account; (iii) Marginable Securities that are bought for the Customer and financed by PSPL; and without prejudice to any of the foregoing, (iv) Securities deposited by the Customer with or held subject to the control of PSPL which are subject to a security interest (whether by way of lien, charge or otherwise) in favour of PSPL or if the same has been provided on a title transfer basis in favour of PSPL or title transferred in favour of PSPL or a third party (whether by way of a loan, on-loan or by way of settlement of a delivery entitlement on the part of such party) the debt equivalent of the same which were so title transferred; and in all cases (i) to (iv) inclusive includes all interests, benefits, rights and entitlements arising from any and all of them or attaching to the same, and the proceeds of sale and redemption, any payment or receipt of, on or in respect of any of them.

**“Customer”**: in relation to PSPL with respect to the Primary Services means the person or corporation for whom PSPL is maintaining or continuing to maintain one or more Account(s) for the Primary Services; and includes the Customer’s assignees, successors-in-title and agents.

**“Customer’s address”**: the address notified by the Customer in the Customer’s account application form as the address: (A) where the Customer is an individual, at which the Customer resides; and (B) where the Customer is a corporate or business entity, at which the Customer primarily carries on business.

**“Customer’s mailing address”** : the address notified by the Customer in the Customer’s account application form to PSPL as the address to which PSPL should send communications.

Both the foregoing expressions include such substitute address(es) as the Customer may from time to time notify in writing to PSPL as being the Customer’s address or mailing address (as the case may be). Such notice must be addressed to the attention of any member of the management and be actually acknowledged as received by him before it is effective. Any change of address notified by CDP may be treated by PSPL as notification from the customer.

**“Document”** : this document titled “Conditions Governing Phillip Securities Trading Account” and shall include all the terms therein.

**“Insolvent”** : includes (a) an individual who is bankrupt or has entered into a composition with his creditors; and (b) a corporate body that (i) is being wound up; (ii) in respect of which property a receiver and/or manager has been appointed; (iii) is under judicial management; or (iv) has entered into a compromise or arrangement with its creditors.

**“Marginable Securities”**: Securities acceptable to PSPL or provided as margin to be bought and carried in margin Accounts and, without limitation, shall include all actions, claims and rights against any central depository, depository agent, settlement system, clearing house, or member of any central depository in connection with such Securities.

**“MAS Directives”** : includes any notices, guidelines, interpretative statements and directives issued by the Monetary Authority of Singapore from time to time.

**“Nominee”** : includes an agent, representative, delegate or correspondent whether in Singapore or elsewhere.

**“Outstanding Balance”** : the sum from time to time owing by the Customer under the Account(s).

**“Phillip Group”**: the group of corporations comprising PSPL and its Associates.

**“Physical Securities”**: physical scrip or certificates being Securities of any kind or physical scrip or certificates evidencing or representing title to Securities of any kind, but excludes Scripless Securities and Book-Entry Securities.

**“PSPL”** : Phillip Securities Pte Ltd and includes any body which is its successor or transferee.

**“Scripless Securities”** : securities of any kind whatsoever the trading or transactions of which are cleared or settled through any book-entry or scripless system whether in Singapore or elsewhere but excludes Book-Entry Securities.

**“Securities”**: includes rights and instruments defined as “securities” under the Securities and Futures Act 2001.

**“SGX”**: the Singapore Exchange Limited.

**“SGX-ST”**: the Singapore Exchange Securities Trading Limited.

**“SGX-ST Rules”**: the rules, bye-laws and regulations of the SGX-ST as they may be supplemented or replaced from time to time (including any guidelines, notices, directives, advice or recommendations issued by the SGX-ST).

**“this/these Clause(s)”**: the Clause relating to that particular Primary Service.

**“these terms and conditions”**: includes all the terms and conditions set out in this Document and in the Application Form.

- 1.2 Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural person shall include bodies corporate, and the use of any gender shall include all genders.

## 2. Scope and Application

- (a) The terms and conditions in the Application Form and in Part A of the Document apply to the provision by PSPL of any of the Primary Services. If any service is provided expressly subject to some other terms and conditions, the applicable terms of the Document and the Application Form add to those other terms. Where there are conflicts and/or contradictions, the relevant terms and conditions in this Document and the Application Form shall prevail.
- (b) The terms and conditions for each relevant Primary Service in Part B of the Document will apply:
- (i) where use of a Primary Service requires the prior consent and approval of PSPL, upon PSPL approving the Customer's application for the use of that Primary Service; and
  - (ii) where use of a Primary Service does not require PSPL's prior consent and approval, upon the Customer accessing or using such Primary Service. For the avoidance of doubt, with respect to the Custodial Services (as defined below), the Customer shall be deemed to access and use the Custodial Services should the Customer by word or conduct leave possession or control of any Securities to which the Customer is beneficially entitled in the hands of PSPL or its Nominee or give any instructions with respect to the performance of such Primary Service.

The terms and conditions for each Primary Service are in addition to any other applicable terms including the terms and conditions contained in Part B, Section 1 of the Document and in the Application Form.

3. **Waiver** If PSPL does not exercise or delays exercising a right whether under these terms and conditions or otherwise, this does not mean that it has given up or waived the right or that it cannot exercise the right later. The only way PSPL can waive any of its rights is by giving the Customer a letter signed by the manager of PSPL or his superiors.
4. **Interest Waiver/Substitution** The Customer acknowledges that as a general rule funds of the Customer in the possession or control of PSPL, being funds not immediately or within 24 hours required to be applied towards discharge of the customer's payment obligations - hereafter "Excess Funds" (whether held in a trust account or subject to a trust in favour of the Customer or otherwise) - will (subject to the authorization on investment management of the same as set out in Part B Section 1 of the Document below) be held commingled with funds of other customers of PSPL (where applicable in a trust account in accordance with the provisions of the Securities and Futures Act 2001). One result of the preceding is that it would be administratively difficult and so as a matter of economic costs counter-productive to attempt to allocate the respective interest entitlement (if the trust account be interest bearing) on an individual basis. This is primarily because of the constant fluctuations in the value of the commingled funds in such trust account. It is a condition for PSPL accepting the Customer as a customer that the Customer agrees therefore to waive and relinquish in favour of PSPL any and all entitlement to interest accruing to the Customer's share of funds in such trust account. The Customer by applying to open an account with PSPL and be a customer of PSPL and/or accessing or using any of PSPL's services shall therefore be deemed to agree (and PSPL will and does materially rely on the effectiveness of such agreement) to such waiver and relinquishment. **Notwithstanding the foregoing**, where the Excess Funds of the Customer exceeds a minimum aggregate sum for a minimum period of time (both as prescribed by PSPL), PSPL may in return for the interest waived and relinquished by the Customer and at its discretion itself pay to the Customer interest thereon of such amount or at such rate as PSPL may deem appropriate net of its administration fee for crediting such interest into an account of the Customer.
5. **Maintenance of foreign trust account** The Customer acknowledges and consents to PSPL having the right and discretion where it deems appropriate to deposit moneys received on account of the Customer which are denominated in a foreign currency in a trust account which is maintained outside of Singapore with a bank licensed, registered or authorised to conduct banking business in that jurisdiction.

## Part B : Conditions For The Primary Services

### Section 1 : Accounts

1. **Opening an Account** PSPL will open an Account for the Customer to trade in Securities through PSPL after accepting the Customer's application to do so.
- 2.1 **Trading through Dealer or Remisier** PSPL is entitled to and will assume that the trading representative (whether a dealer or remisier) through whom the Customer commences or continues trading has been selected by the Customer as his own choice or as if he had made that choice himself .
- 2.2 **Customer's Legal Relationship with Remisier** The Customer acknowledges that if he transacts through a trading representative who is a remisier:
  - (a) the remisier is the Customer's agent in transmitting orders to PSPL for execution and PSPL is entitled to assume that as between PSPL and the Customer (i) any order said by the remisier to be intended to be executed for the Customer is so intended; and (ii) every order executed by the remisier for the Customer is the order intended to be executed by the Customer; and
  - (b) the Customer will, as between PSPL and the Customer, be liable for all settlement of the Customer's transactions in Securities including purchases and sales of Securities executed by the remisier for the Account regardless of whether the remisier would also be liable to PSPL for the same.
- 2.3 **Authority of Trading Representative** No trading representative is authorised and every trading representative is in fact prohibited to waive or vary any of PSPL's rights under these terms and conditions. Neither is any of them allowed to accept any liability on PSPL's behalf.
3. **Orders and Instructions** PSPL may refuse to accept any order given by the Customer in any medium whatsoever and whether in respect of the Account or any of the Primary Services. PSPL shall not be liable for any loss, damage, cost or expense suffered by the Customer as a result of any such refusal. If the Customer's instructions to PSPL are or are regarded by PSPL or any of its officer(s) in good faith to be ambiguous, contradictory or conflicting, PSPL may either regard these instructions as void or if it carries them out according to its good faith decision as to what such instructions mean, the Customer agrees to indemnify PSPL against all losses, damages, costs and expenses suffered by PSPL as a result of PSPL so acting in accordance with such instructions.
4. **Correspondent Brokers** PSPL is entitled as between the Customer and PSPL to delegate the execution of the Customer's orders to a correspondent broker of PSPL's choice (the "Correspondent Broker"). As between the Correspondent Broker and PSPL, PSPL may be obliged to regard itself as being primarily responsible for the execution of the Customer's orders. In this connection, the Customer recognises that PSPL may take such measures (including effecting payment and settlement in respect of the Customer's orders which have been executed) as may be necessary to ensure non-default of PSPL's own primary responsibility as aforesaid (notwithstanding that as between the Customer and PSPL, the Customer is in or has notified PSPL that he will be in default).
5. **Commissions, Fees, Costs and Charges** The Customer agrees to pay PSPL such commissions, fees, costs and other charges relating to the Account or any of the Primary Services at such rate or rates as PSPL may from time to time determine.
6. **Payments** The Customer agrees that he will pay PSPL, as and when monies are due or upon demand in all other cases, all monies and liabilities owing by the Customer to PSPL referable to any Account or any of the Primary Services.
7. **Interest** The Customer agrees to pay interest to PSPL on all monies due and payable by the Customer under every Account or any of the Primary Services or with respect to the transactions in Securities effected by the Customer and not paid at the prevailing board rate of PSPL. Such interest will be payable both before as well as (in the event of litigation) after judgement.
8. **Set-off** PSPL may at any time and from time to time without notice set-off any amounts due to the Customer or held in any Account or any other account to which the Customer is beneficially entitled (whether with PSPL or with any Associate) to reduce or extinguish any liability whether present or future, actual or contingent, primary or as surety, owed by the Customer to PSPL or to any of its Associates. Each and every Associate may, subject to the proviso hereafter set out, enforce the set-off

right provided in this clause in accordance with the Contracts (Rights of Third Parties) Act 2001 provided that with respect to credit balances in the Accounts, PSPL's right of set-off has priority and as to any excess credit remaining in the Accounts thereafter, priority as amongst the Associates' benefit to the set-off right shall be as determined by PSPL who may also elect to have the Associates enjoy such right on a pro-rated basis where the said excess is not sufficient to be set off against the aggregate debit balances owing to the Associates by the Customer

- 8A. Excess Funds** Without prejudice and in addition to PSPL's rights and powers including its investment entitlement pursuant to Regulation 20 of the Securities and Futures (Licensing and Conduct of Business) Regulations 2002, the Customer hereby grants to PSPL the authority at its discretion to invest the Customer's Excess Funds with PSPL (whether such funds are held distinctly or on a commingled basis pursuant to PSPL's entitlement to effect such commingling of customer funds) in money market funds whether distinctly or as part of a pool of commingled funds with or through any fund manager (including itself or a related entity or Associate, including without restriction Philip Capital Management (S) Ltd) on a discretionary basis with intent to preserve the principal and enhance returns on such Excess Funds. The Customer acknowledges that such investment management is at PSPL's discretion and PSPL shall have no liability or responsibility if no such investment management is effected or procured to be effected and so long as the investment management or the choice of investment manager for investment is made in good faith, PSPL will not be liable for any loss in principal or lack of enhancement in the value of the principal occasioned by and/or from the fund management effected and the Customer also accepts the risk of any and all losses or shortfalls that may result from the fund management effected, on a pro-rated basis where relevant. The terms for the discretionary management of such Excess Funds of the Customer shall be mutatis mutandis the terms for the discretionary investments of a customer's funds in money market funds prescribed as terms for the opening and maintenance of a Cash Management Account with PSPL

The Customer also acknowledges that for cash or cash equivalent otherwise of the Customer title transferred in favour of PSPL, the provisions of the preceding paragraph will not apply as the Customer will have no proprietary right to such cash or cash equivalent but only a right by way of an unsecured debt obligation as against PSPL. PSPL may however at its discretion pay interest of such amount as from time to time notified to the Customer on the cash or cash equivalent title transferred in favour of PSPL.

- 9. Currency and Currency Risk** All transactions for an Account or any of the Primary Services (except for the Multi-Currency Services as defined below) or relating to or arising out of any of the Primary Services will be settled in Singapore dollars or, if PSPL agrees, any other currency requested by the Customer, but at a rate of exchange determined by PSPL. The Customer will bear all losses, damages, or costs that result from any currency conversion connected with any transaction for the Account.
- 10. Holding of Securities on Aggregate or Omnibus Basis** Without prejudice to the terms for the provision of custody services with respect to Securities (set out in Section 5 below), the Customer acknowledges and consents to the fact that any securities belonging to the Customer held with PSPL, a Correspondent Broker or Nominee for any reason whatsoever may (to the extent that the same has not been the subject of any permitted borrowing) be held with securities held for PSPL itself (where not prohibited by law) or other customer of PSPL on an aggregate or omnibus basis. This may in some instances result in prejudice to the Customer and the Customer accepts and consents to this.
- 11. Unclaimed Assets** If there are any monies or securities standing to the credit of any Account (including a trust account) which are unclaimed by the Customer six years after the Customer's last transaction with or through PSPL and PSPL determines in good faith that it is not able to trace the Customer, the Customer agrees that all such assets including any and all accretions and accruals thereon (which in the case of monies shall include all interests earned thereon and all investments and their respective accretions and accruals which may have been made with such monies; and in the case of securities shall include all accretions and accruals thereon), the same shall be deemed to have been abandoned by the Customer in favour of PSPL and may be appropriated by PSPL to and for itself. The Customer thereafter shall have no right to claim such assets or their accretions and accruals.
- 12. Automatic Liquidation** Except for the purposes of returning Securities borrowed from PSPL, if the Customer does not pay for any Securities which he purchases or settle any other transaction with respect to Securities by the due date of the purchase contract, PSPL has the right to liquidate any or all of these transactions without notice to the Customer. PSPL may but need not exercise this right on any day after the day on which the right to liquidate first arose. PSPL will not be liable to the Customer with respect to Securities purchase transactions on which the Customer has defaulted on for any loss

suffered by the Customer as a result of any fall in the market price of the securities between the first day the right to liquidate arose and the day it actually sells the Securities. In the case of a purchase of Securities for the purposes of returning the same to PSPL, the shortfall in payment by the Customer shall be debited against the Customer's Securities borrowing Account maintained with PSPL.

- 13. Consent to Disclosure** The Customer consents to the disclosure of the pertinent particulars relating to the Account such as (in the case of the Customer being an individual) his name, address and NRIC/Passport number and claim amounts to the SGX Client Account Reporting System in the event that the Account is classified as delinquent or disputed as determined by PSPL in its sole discretion.
- 14. PSPL makes no recommendation and gives no advice and Customer not relying on PSPL's advice or recommendation** Without prejudice to the preceding, the Customer acknowledges and accepts that other than pursuant to an express agreement in writing otherwise to provide recommendations or investment advice, any reports, summaries, analysis, views or representations by or supplied by PSPL or on its behalf (and whether oral, published as research or otherwise) are at best merely expressions of PSPL's views or opinions provided on a good faith basis. Although PSPL will take reasonable care to ensure that no such report, summary or analysis or views or representations is untrue or misleading at the time they are made or provided to you:
- (i) no guarantee is given by PSPL as to its accuracy or completeness;
  - (ii) as such reports, summaries, analysis, views and representations are not generally prepared with individual customers or classes of customers in mind, they are all to be treated as general views and opinions only and not suitable for use by the Customer as an individual customer without independent verification by the Customer; and
  - (iii) each such view or opinion is subject to change without notice.

The Customer also agrees that he will not in any event make any orders in reliance on any representation, advice, view, opinion or other statement made by PSPL, its employees or its trading representative(s) without the Customer independently verifying the same and determining that the same is appropriate and suitable for the Customer to act on. The Customer also acknowledges that PSPL prohibits a trading representative giving any trading suggestions, recommendations or information on its behalf. Any such suggestions, recommendations or information if made must therefore be regarded as having been made in the trading representative's own personal capacity. If contrary to the foregoing, the Customer does so rely on them, the Customer will not hold PSPL either directly or indirectly liable for any loss suffered by the Customer as a result of this.

- 14A. Distinguishing Types of Advice and Scope of Authority** Without prejudice to or detracting from clause 14 above, the recommendation or advice the Customer may receive from any of PSPL's representatives or officers may be general or specific and the Customer needs to understand and take note of the different implications of each type of advice received.

It is a material part of the Customer being allowed to open and maintain an account with PSPL that the Customer agrees that while the Customer has the option to decide whether he wishes to provide PSPL with the information and answers PSPL requests of him in the Client Investment Profile questionnaire and such supplemental information and answers as PSPL may ask him as are reasonably relevant in the circumstances, the Customer has the obligation if he chooses to do so to provide PSPL answers in full and not in part. The Customer therefore agrees that partial or incomplete provision of information and answers may be disregarded by PSPL and the Customer may be treated as having refused and provided no answers or information. Where the Customer has provided PSPL full information and answers, it shall also be the Customer's obligation to keep such information current and accurate, failing which PSPL is entitled to assume that the information and answers provided remain complete and accurate.

Where the Customer has failed or refused or deemed to have failed or refused to provide PSPL with any information or answers as requested, then the Customer will also be taken as having acknowledged (and PSPL will be regarding and materially relying on the Customer having acknowledged) that PSPL cannot identify with any certainty the Customer's investment objectives, financial circumstances and particular needs and therefore the Customer agrees that any advice or recommendation provided in respect to any Account by PSPL, its duly authorised representatives or officers shall be treated as at best only as general advice or recommendation and it is acknowledged and agreed that such advice does not take into account and may not be suitable for the Customer's investment objectives, financial situation and particular needs.

The Customer also acknowledges and agrees that a distinction should be made with respect to any advice or recommendation that is given on a solicited basis from one given on an unsolicited basis. An advice or recommendation is to be regarded as having been given on an unsolicited basis if it is given otherwise than in response to the Customer's query or request.

Except if given pursuant to a specific advisory services agreement (and for the payment of an agreed and additional fee for such advice or recommendation), the Customer must and should regard any advice or recommendation given in response to the Customer's request or question as in the nature of general advice or recommendation and again it is acknowledged and agreed that such advice may not be suitable for your investment objectives, financial situation and particular needs.

Only if the Customer has provided full information and answers as requested by PSPL in the Client Investment Profile questionnaire and PSPL's supplementary questions and requests and then only in respect of unsolicited advice and recommendations from a duly authorised representative or officer duly authorised to give such advice and recommendations is the Customer entitled to regard the advice and recommendation given as specific advice given after having taken into account the Customer's investment objectives, financial situation and particular needs as may be reasonably inferred from the Customer's answers.

The Customer should note in relation to the preceding that no trading representative has any authority to give any advice or make any recommendation on PSPL's behalf or on PSPL's account unless specifically authorised to do so by a duly authorised officer of PSPL. In any other case, the trading representative, if he gives any advice or recommendation to the Customer, must be assumed and accepted as having given the same without authority from PSPL in his own personal capacity.

- 15. Exclusion of Liability** The Customer agrees that neither PSPL nor any of its officers, agents or employees shall be liable to the Customer for any loss, damage, cost, charge or expense suffered by the Customer for any act or omission in relation to any Account or the operation, provision or termination of any of the Primary Services unless it was caused by fraud, gross negligence or wilful default of PSPL or attributable to PSPL or an authorized agent or officer. Where PSPL utilizes a third party or nominee (including a Nominee or Correspondent Broker) to do any act in relation to an Account or any of the Primary Services, PSPL's sole responsibility to the Customer as regards the utilisation of such third party shall be to exercise reasonable care in the selection of such third party. The Customer will not hold PSPL liable for any wilful action or omission, default, fraud or negligence of the third party or nominee unless PSPL was negligent or fraudulent in selecting and/or continuing to use the third party.
- 16. Indemnities** The Customer hereby agrees to indemnify PSPL, and to keep PSPL harmless from any loss, damage, cost, charge or expense which PSPL may suffer as a result of the Customer's instructions or orders, the Customer's breach or violation of these terms or any third party rights, including but not limited to violation of any proprietary or intellectual property rights, or the enforcement of any of the terms. This obligation to indemnify PSPL shall survive the termination of these terms and conditions or any of the Primary Services. For the avoidance of doubt, this indemnity extends to each of the Primary Services.
- 17. Notices and communication** All written communication will be deemed received by the Customer: (a) two (2) days after despatch by post to the last mailing address known to PSPL if the same is in Singapore or five (5) days after despatch by post to the last mailing address known to PSPL if the same is not a Singapore address; (b) immediately, if delivered personally and (c) on the day of despatch or transmission if sent by telex, facsimile or electronic mail to any of the relevant telex, facsimile or electronic mail addresses of the Customer last known to PSPL. Where the Customer makes use of the Electronic Broking Services, the Customer shall be deemed to have notice of and be bound by all notices and communications as may be given by PSPL from time to time and accessible by the Customer via the Electronic Broking Services effectively as from the day when the same may be so accessed by the Customer.
- 18. Updating Particulars** The Customer undertakes to give PSPL notice in writing of any change of the particulars given to PSPL whether in the account application form or otherwise.
- 19. Statements and Contract Notes** Whenever the Customer receives any statements of account, contract notes or any document provided pursuant to any of the Primary Services from PSPL, the Customer agrees that he will inform PSPL of any mistakes or omission or disagreements within seven (7) days from the date the statement of account, contract note or document was posted. If the Customer

fails to do this, he agrees that he no longer has the right to dispute the accuracy of the statement, note or document. Accordingly, PSPL has the right to treat the Customer's silence as the Customer's representation that the statement, note or document is accurate. However, if PSPL finds out at any time that any statement, note or document is inaccurate, it can still amend the statement, note or document.

- 20. Conclusive Evidence** The record or recollection of any of PSPL's officers, agents or employees receiving any oral instructions from the Customer whether subsequently reduced to writing or otherwise, is conclusive against the Customer as to the contents of such oral instructions.
- 21. Suspension / Closure of Account** The Customer agrees that if any one of the following events occurs, PSPL will have the immediate right, at its discretion, to suspend or close any and every Account and take any one or more of the actions available to it in this Clause:
- (a) the Customer fails to observe these terms and conditions;
  - (b) the Customer becomes insolvent or bankrupt or makes any arrangement or composition with his creditors or where PSPL has determined in good faith that the Customer is unable to pay any of his debts (applying the presumptions in Section 62 of the Bankruptcy Act, Chapter 20);
  - (c) PSPL is of the opinion in good faith that its interest would be adversely affected if it does not suspend or close the Account.

Upon the suspension or closure of an Account, no further transactions for that Account may be initiated by the Customer. If any of the events set out above happens, the Customer agrees that PSPL will have the right to take any one or more of the following actions without having to give prior notice to the Customer:-

- (i) terminate its relationship with the Customer and demand that the Customer fully pay PSPL all sums owing by the Customer to PSPL;
  - (ii) terminate any service utilised by the Customer;
  - (iii) sell all Securities held in any and every Account or in custody; and
  - (iv) thereafter apply the net proceeds of sale (after deducting for PSPL's costs and expenses in connection with such sale) towards settlement of all monies owing by the Customer to PSPL or to any Associate.
- 22. Termination by Notice** The Customer agrees that PSPL has in any event the right to terminate any of the Account(s) at any time by giving five (5) days' notice in writing. PSPL is under no obligation to inform the Customer of its reasons. The Customer remains liable for any Outstanding Balance owing.
- 23. Variations** The Customer agrees that PSPL may at any time by notice in writing to the Customer, including notification via the Electronic Broking Services, vary or add to these terms and conditions without prior consultation with the Customer.
- 24. Power of Attorney** The Customer hereby irrevocably appoints PSPL through any of its directors or officers as the attorney of the Customer for each and all of the purposes of these terms and conditions and with power to sign and execute all documents and perform all acts in the name and on behalf of the Customer in connection therewith whether in respect of any transaction relating to these terms and conditions or in respect of anything required to give effect and/or substance thereto.
- 25. Ratification** The Customer agrees to ratify and confirm any and all acts and things done or caused to be done by PSPL for and on behalf of the Customer or otherwise in relation to any Account, any of the Primary Services or any part or all of the securities custodised with PSPL.
- 26. Security** PSPL shall at all times have a general lien over any and all Securities deposited by the Customer or held in or subject to the control of PSPL as security for any outstanding obligation (whether actual or contingent) owed by the Customer to PSPL. PSPL may at all times exercise this lien by effecting a sell out of any or all of such Securities and apply the net proceeds towards settlement or discharge of the Customer's obligations to PSPL.
- 27. Governing Law and Jurisdiction** These terms and conditions shall be governed by and construed in accordance with Singapore law. In relation to any legal action or proceedings arising out of or in connection with any Account (including transactions effected for the Account) or referable to any Primary Service, the Customer hereby submits to the non-exclusive jurisdiction of the courts of the Republic of Singapore and the Customer waives any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum. The Customer hereby nominates and appoints his trading representative to be his agent for service of process of any documents commencing and otherwise relating to any such legal action or proceedings brought by PSPL.

**28. Rules Governing Transactions** The Customer agrees that his transactions shall be governed by prevailing SGX-ST Rules or rules and regulations of such other exchange or market where the transactions are effected.

**29. Joint Account** In the case of the Customer comprising more than one person as joint account holders, each joint account holder further jointly and severally represents, warrants and undertakes as follows:-

- (i) None of the account signatories is under any legal disability and no one other than the joint account holders themselves has any interest in the Account(s), any of the Primary Services or any part or all of the securities custodised with PSPL.
- (ii) In the absence of express instructions as to which one of the joint account holders is authorised to act on behalf of both of them, any one of the joint account holders shall have full authority to give any instructions with respect to the Account(s) and any of the Primary Services. Accordingly, any orders and instructions from any one of the joint account holders shall be and shall be deemed to be binding upon the other joint account holder as if that joint account holder had expressly authorised the other joint account holder to act on his behalf.
- (iii) Without prejudice to the generality of the above, in the absence of express instructions as to which one of the joint account holders is authorised to collect Physical Securities from PSPL, delivery of the Physical Securities by PSPL to either of the joint account holders is deemed to fulfil PSPL's delivery obligations to all account holders.
- (iv) Any demand, notice, confirmation, report, statement and other communication if addressed to the Customer and sent in accordance with Clause 17 above, shall be binding on all joint account holders notwithstanding that they have not been sent to or received by any of the joint account holders.
- (v) PSPL is entitled to treat each joint account holder generally as authorised to deal with PSPL in connection herewith as fully and completely as if the other joint account holder or holders has no interest herein.
- (vi) The agreements, obligations and liabilities of the Customer herein contained or implied are joint and several.

**30. Introductions, Sharing of Fees, Commissions and/or Other Charges** The Customer may have been introduced or referred to PSPL by a third party. If so, the Customer accepts that :

- (a) no such third party shall in any way be regarded as an agent of PSPL and that PSPL accepts the Customer as a customer only on the basis that PSPL is not accepting and is to have and thus has and will accept no responsibility for any conduct, action, representation or statement of any such third party; and
- (b) PSPL may however share its fee, commission and /or charges with such third party or any other third party or otherwise reward such third party for such introduction or any administrative service the same may perform for PSPL in relation to the Customer.

The Customer may from time to time request PSPL to assist him in establishing accounts or transacting with other corporations in the Phillip Group or other third party or parties or PSPL may of its own initiative inform the Customer of such opportunities or direct such parties to so offer such opportunities to the Customer or host market such parties' offers to the Customer. In such a case, the Customer agrees that he shall be responsible for actually contracting to open, establish and maintain any such account(s) or concluding any transaction directly with the relevant party and that:

- (i) PSPL shall not in any way be regarded as an agent of the relevant third party (even if a member of the Phillip Group) and that the Customer will establish and/or maintain its account or conclude and effect any transaction with the relevant party only on the basis that PSPL will have no liability for any representation or statements made to be relied on by the Customer in establishing and/or maintaining such account or effecting such transaction; and
- (ii) PSPL may however receive one or more payments for it having referred the Customer to the relevant party for the Customer to open and/or maintain an account with such party or effect any transaction with such party.

**31. Contracts (Rights of Third Parties) Act 2001** Except as provided in clause 8 of this Section above, a person who is not a party to any agreement with PSPL to which the terms of the Conditions Governing Phillip Securities Trading Accounts applies has no rights under the Contracts (Rights of Third Parties) Act 2001 to enforce any of the clauses hereunder.

## **Section 2 : Telebroking And Computer Online Broking**

1. **Services** Phillip's On-line Electronic Mart System ("POEMS") and Phillip's Telebroker (collectively, the "**Electronic Broking Services**") are a telecommunications network and a software package respectively provided by PSPL that enable the Customer to:-
  - (a) transmit his Securities orders to PSPL for execution;
  - (b) chat electronically with any other users of the Electronic Broking Services;
  - (c) engage in any other activities and services as PSPL may include as part of such Electronic Broking Services from time to time, and
  - (d) have access to key market indicators, real-time quotes as well as information on the Account(s). In terms of technical data, the Electronic Broking Services provide source information, analyses and commentaries on Securities and foreign exchange and futures contracts, as determined by PSPL.
2. **User Guide** The Customer agrees to abide by the procedures and instructions set out in PSPL's user guide in respect of any item of the Electronic Broking Services which the Customer wishes to access or avail of.
3. **Terms and Conditions** All orders placed via the Electronic Broking Services in relation to any Account with PSPL are also subject to the same terms and conditions governing the maintenance and operation of that Account generally.
4. **Authorisation** PSPL is authorised by the Customer to debit the Customer's Account(s) as it deems appropriate for all charges incurred in the use of the Electronic Broking Services.
5. **Risk** Orders placed via the Electronic Broking Services are placed at the Customer's sole risk. The Customer agrees to check and ensure that such orders have been properly received and accepted by PSPL and acknowledges that the use of the Electronic Broking Services for placement of orders also implies full responsibility that no unauthorised person will have the right to access and use the Electronic Broking Services via the personalised security code(s). Due to the nature of transactions carried out over the internet and telecommunication networks, the Customer acknowledges and accepts the existence of risks unique to the Electronic Broking Services. Such risks are inclusive of, but not limited to the following:-
  - (a) delay in or inability to access or use the Electronic Broking Services due to any hardware, software, system or connection failure, error, malfunction, omission, interruption, delay in transmission or computer virus;
  - (b) loss of data or information that may occur due to any cause whatsoever, including any failure of any of PSPL's electrical, electronic, computer, microprocessor, recording or communication system; and
  - (c) the need to conduct maintenance of the Electronic Broking Services system infrastructure from time to time, and any delay, failure, error, omission which may ensue.

The Customer hereby acknowledges and agrees that PSPL is to have no liability with respect or referable to such risks and in any event releases PSPL from any claim which he may with respect to or referable to such risks or any one or more of them even if PSPL has been advised or is aware of the possibility of such damages, losses or expense arising.
6. **Distribution** The Customer is not entitled to and shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the Electronic Broking Services in any manner whatsoever without the express written consent of PSPL and shall not use the information for any wrongful or illegal purpose.
7. **Intellectual Property** In requesting PSPL to commence providing the Electronic Broking Services, the Customer accepts and acknowledges the fact that all intellectual property rights (whether by way of copyright or otherwise) in the information and reports available from and generated on the Electronic Broking Services as well as the Electronic Broking Services itself vest solely in and will remain the exclusive property of PSPL. The Customer therefore agrees not to do anything that will violate or infringe PSPL's intellectual property rights and will take all necessary measures to preserve and protect these rights.
8. **Limitation of Liability** None of PSPL, its employees or agents has any responsibility to the Customer for any loss or damage arising directly or indirectly from the Customer's use or reliance on the information and/or reports accessed from the Electronic Broking Services. The provisions in clause 14 of Section 1 shall mutatis mutandis apply with respect to such information and/or reports in favour of

PSPL. Without prejudice to the preceding, none of PSPL, its employees or agents is responsible should the Customer fail (otherwise than through PSPL's wilful default) to gain access to the Electronic Broking Services for any reason. It is the Customer's responsibility to obtain independent professional advice in respect of any information and/or reports obtained via the Electronic Broking Services, and to verify such information and/or reports, and none of PSPL, its agents or servants (except for fraud directly attributable to PSPL) is to have any liability for the Customer suffering any prejudice, loss (of profit or otherwise), damage, cost, expense (including any legal fees) or claim whatsoever and howsoever caused or arising, including but not limited to the following:

- (a) any reliance by the Customer on any information and/or reports which are incomplete, inaccurate, corrupted, non-sequential, untrue or out-of-date, notwithstanding that such information and/or reports may or may not have been customised for the use of the Customer;
- (b) any loss or unauthorised use of the Electronic Broking Services;
- (c) any delay, fault, failure or loss of access to or unavailability of the Electronic Broking Services;
- (d) any delay, failure or omission in the execution of the instructions of the Customer, inclusive of but not limited to the need to verify instructions due to considerations of security;
- (e) any non-performance, defective performance or late performance of the Electronic Broking Services through any cause whatsoever, including errors due solely to malfunction of the Electronic Broking Services or Electronic Broking Services equipment, infrastructure or programs;
- (f) any telecommunication or interconnection defects, faults or problems, system crashes, software errors or defects, sabotage or unlawful access; or
- (g) any failure, downtime, crash, breakdown or malfunction of or defects or glitches in the Electronic Broking Services.

Without prejudice to the foregoing, the Customer in any event acknowledges and accepts that it is not feasible except in return for significant payment to ensure otherwise (which the Customer is unwilling to pay) for the Customer to be guaranteed uninterrupted access to and reliability of all information and services on the Electronic Broking Services and the Customer thus accepts that the Customer is primarily responsible both to ensure the accuracy and completeness of information so accessed before relying on the same as well as ensuring that the Customer will take adequate measures (including, where relevant insurance coverage) to mitigate the Customer's loss so that in no event shall PSPL, its agents or employees be liable to the Customer for more than an aggregate sum exceeding S\$10,000 for any and all defaults referable to the Electronic Broking Services and/or its use and/or failure to be permitted its use.

9. **Warranty** PSPL makes no warranty, guarantee or representation of any kind, express or implied, as to the quality or the merchantability or fitness for any particular use or purpose in relation to the information furnished under the Electronic Broking Services or any other features or aspect of the Electronic Broking Services, including but not limited to investment advice and/or access to information or the execution of any buy or sell recommendations and/or the cancellation or amendment of the same.
10. **Access** The Customer also agrees that PSPL has no liability and will not be responsible for any loss or inconvenience that may be suffered by the Customer as a result of any action by the SGX-ST or the Monetary Authority of Singapore ("MAS") in exercise of their respective regulatory or supervisory functions over PSPL. The Customer agrees to permit PSPL and/or the SGX-ST or the MAS to have access to such terminal as PSPL and/or the SGX-ST or the MAS may request and to co-operate in answering any of their queries in relation to any aspect of the Electronic Broking Services.
11. **Indemnity** The Customer must indemnify PSPL and hold PSPL harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to solicitors' fees on a full indemnity basis) arising or which may arise out of the Customer's breach or violation of these terms or any statements, comments, or remarks made by the Customer using the Electronic Broking Services or any third party rights, including but not limited to violation of any proprietary or intellectual property rights, or the enforcement of any of the terms in this Section. This obligation to indemnify PSPL shall survive the termination of the Electronic Broking Services.
12. **Security** The Customer must at all times ensure that the integrity and the security of the Electronic Broking Services is preserved and maintained. Accordingly the Customer must ensure, inter alia, that there is no unauthorised use of the Personal Identification Number(s) ("PIN") or security code(s). The Customer will forthwith on being aware of any unauthorised access, or theft of the PIN(s) or security code(s) notify PSPL and provide such particulars as PSPL may require. The Customer is solely responsible to ensure that none of the events as mentioned in this Clause occurs, but if any of them

does occur the Customer shall indemnify PSPL for any loss and damage that PSPL may suffer as a consequence of such unauthorised access and use.

13. **Failure to Receive Confirmation** The Customer will notify PSPL forthwith of any failure to receive an appropriate response and/or confirmation that orders have been received and/or executed.
14. **Termination** Notwithstanding anything herein to the contrary, PSPL may at anytime, in its absolute discretion terminate forthwith, without notice and for any reason whatsoever, the Customer's right of access to and/or use of any of the Electronic Broking Services. In the event of such termination, PSPL shall not be liable to the Customer for any claim, liability or loss (including without limitation anticipated profit) which may be suffered by the Customer referable to such termination.
15. **Deposit** PSPL is entitled to require the Customer to place cash and/or equity as deposit prior to execution of any order. PSPL is entitled at its discretion to determine the amount of deposit payable by the Customer and the time and manner for the placement and nature of such deposit.

### Section 3 : Margin Financing

1. **Margin Trading Account** PSPL agrees that it will generally, upon but subject to its acceptance of the Customer's written request, open an account for margin trading (the "Margin Account") for the Customer. Notwithstanding the foregoing, to the extent that the Customer not already having a Margin Account gives any order for the purchase of securities and fails to effect settlement or procure the effecting of settlement on its due date but has excess and acceptable property with PSPL available to act as margin for the Customer, the Customer shall be deemed to request the opening and maintenance of the Margin Account on the terms hereunder for the purposes of any and all such orders given from time to time and to apply such excess property as margin to the degree and amount required or to the extent of such excess (whichever be the lesser amount).
2. **Credit limit and interest** The Customer shall not permit or cause its Outstanding Balance to exceed the credit limit from time to time set by PSPL for the Margin Account. The Customer agrees to pay interest to PSPL on the Outstanding Balance at such rate as PSPL may from time to time notify the Customer.
3. **Temporary Increases** PSPL may, in its sole discretion, grant the Customer a temporary increase beyond the credit limit set by it. Any such temporary increase may be revoked by PSPL at any time without notice to the Customer and without prejudice to any of its rights under these terms and conditions, including the right to liquidate the Collateral.
4. **Initial Margin and where Collateral is kept** The Customer agrees, before commencing trading on the Margin Account which the Customer has expressly requested the opening of, to deposit or procure the deposit with PSPL an initial margin comprising of cash or cash equivalent (collectively "Cash Collateral") or Marginable Securities over which a collateral interest by way of charge with ancillary title transfer rights as noted below shall be vested in PSPL or both, in such amount as PSPL may require. All Collateral (not the subject of a title transfer in favour of PSPL or a third party through PSPL or pending the exercise of PSPL's ancillary title transfer rights to the same) shall be kept in the Customer's Securities sub-account maintained with PSPL or in such sub-account as may be maintained by PSPL with its Nominee(s) together with a credit for such Collateral title transferred in favour of PSPL or to a third party through PSPL (and for which PSPL owes a duty to return by way of an unsecured debt) by way of unsecured receivables due from PSPL. Where the Margin Account is opened as a consequent of a deemed request, margin shall be procured as described in clause 1 above. Any and all cash provided by the Customer whether for margin or as payment for margin trading shall to the extent possible be applied towards payment for margin trading as and when such trading arises and payment with respect thereto becomes due and thus to the extent of such payment reduces both the Cash Collateral return obligation and the payment obligation of the Customer correspondingly.
5. **Maintenance Margin** The Customer shall maintain such margin between the Outstanding Balance and the current value of the Collateral in accordance with such terms and conditions relating to the marginable security imposed by PSPL from time to time and notified to the Customer. For avoidance of doubt, for the purposes of calculating the value of the Collateral, the value of Collateral title transferred in favour of PSPL or to a third party through PSPL (and for which PSPL owes a duty to return by way of an unsecured debt) shall be included to the extent of the collateral provided or procured to be provided

by PSPL in favour of the Customer as security for such debt obligation comprises cash, cash equivalent or Marginable Securities which the Customer shall be deemed to have onward provided to PSPL as Collateral ("collectively "Substitute Collateral").

- 6. Additional Margin/Alternative Source of Margin/Cumulative Margin and Collateral posting and Default Consequences** PSPL may require additional margin at any time and for any reason whatsoever. The Customer also acknowledges that PSPL is permitted to treat as margin (whether initial or maintenance) Excess Collateral of the Customer (including Substitute Collateral with respect to unsecured receivables and securities return obligations of PSPL due to the Customer as a result of a title transfer collateral having been provided to PSPL). For the purposes of the preceding, "Excess Collateral" shall refer to such Collateral of the Customer provided as collateral for obligations of the Customer otherwise than referable to margin trading so as to effectively determine whether the Customer satisfies its collateral or margin provision requirements for margin trading cumulatively with its collateral or margin provision requirements otherwise to PSPL. Insofar as such Excess Collateral comprises cash, cash equivalent or cash receivables due to the Customer, they may be applied by way of payment for shares purchased by the Customer and effectively reduce pro tanto or in toto (as the case may be) the amount of financing required by the Customer and correspondingly the amount of cash or cash equivalent PSPL is otherwise obliged to return to the Customer.

In the event that Excess Collateral is so treated, the Customer acknowledges that the collateral requirements otherwise than for margin trading shall be cumulated with the margin provision and maintenance requirements of the Customer and cumulatively calculated and complied with. In the event that the Customer is unable to satisfy in whole such cumulative requirements, the Customer shall be deemed to be in default of all the Customer's collateral and margin provision and maintenance requirements.

- 7. Forced Liquidation** Without prejudice and in addition to all other rights of PSPL under these terms and conditions, PSPL shall have the discretion to sell or dispose of any or all of the Marginable Securities in the Margin Account and other Securities of the Customer in any manner which PSPL may decide in order to cause the Margin Account to meet with the margin and credit balance requirements under these terms and conditions.
- 8. Withdrawal of Collateral** The Customer acknowledges and agrees that the Collateral in the Margin Account (or where relevant fungible equivalent of the same) shall only be withdrawn by the Customer upon giving not less than two (2) days' notice of such withdrawal and only if the margin requirements required to be maintained continue to be satisfied after such withdrawal.
- 9. Security** As continuing security for the Outstanding Balance and all other obligations and liabilities owing to PSPL under, or in connection with the Account (collectively the "Secured Obligations"), the Customer hereby assigns all the Collateral to PSPL by way of security/collateral **coupled with such title transfer rights as may be provided for below in clause 12 to enable PSPL to borrow, on-lend or deliver the same to third parties in discharge of delivery obligations of such securities to such third parties.** Without prejudice to the generality of the foregoing and (i) insofar as the Collateral comprises securities, the Customer hereby charges the Collateral, with full title guarantee and by way of first fixed charge all the Customer's rights, benefits, title, interest and entitlements in or to or arising from:-
- (a) all securities (including both scrip and Book Entry Securities) comprising Collateral both present and future together with any substituted and/or additional securities which the Customer may now or hereafter hold or beneficially own, and which are or are given over to the possession and control of PSPL;
  - (b) Related Assets being all dividends, interest and other monies payable in respect of the said securities and all other rights, benefits and proceeds in respect of or derived from the same (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise) to the securities in (a) and such Related Assets;
  - (c) all actions, claims and rights against the Central Depository Pte Ltd ("CDP"), any relevant Depository Agent, settlement system or clearing house or member of the CDP or any other person in connection with such Charged Securities (as hereafter defined),

and in each case whether or not the same is constituted, evidenced or represented by scrips, certificates or other documents evidencing title thereof for which are now or hereafter deposited with or delivered to or transferred to or lodged with or registered or held by PSPL or its nominees, representatives, correspondents or agents (whether in the name of or held in the account of or to the

order of or under the control and direction of PSPL or its nominees, representatives, correspondents or agents) or in PSPL's possession or custody or the custody or the possession of its nominees or transferred to or lodged with PSPL or its nominees by the Customer or by others in the Customer's name(s) or for the Customer's account or sub-account or at the Customer's request or with the Customer's consent, whether for safe custody, security, collection or for any specific purpose or generally (hereinafter collectively and individually called the "**Charged Securities**"), in favour of PSPL for the payment and discharge of all of the Secured Obligations; and (ii) insofar as the Collateral comprises cash or cash equivalent, the Customer agrees that all right, title and interest in and to any such cash or cash equivalent (collectively "Cash Collateral") which is transferred or given over to PSPL shall vest in PSPL free and clear of any liens, claims, charges or encumbrances or any other interest of the Customer or of any third person; and nothing in these terms is intended to create or does create in favour of PSPL an interest only by way of any mortgage, charge, lien, encumbrance or other security interest in any Cash Collateral.

The Customer hereby covenants with PSPL to discharge the Secured Obligations and to perform, observe and comply with all the undertakings, covenants, stipulations, terms and conditions set forth herein.

In respect of Charged Securities which are Book Entry Securities, the security interest created hereunder shall be created and/or perfected (as the case may be), in accordance with the provisions of this Clause and the other relevant provisions of this document.

The Customer shall (unless otherwise directed by PSPL from time to time) forthwith authorise and procure the transfer of the Charged Securities which are book-entry securities or which are held by the Customer or the Customer's Depository Agent (or such part thereof as shall be required by PSPL) from any of the Customer's Account(s) to PSPL's Account with the CDP or PSPL's sub-account(s) with its Depository Agent or any account of PSPL's nominees as PSPL may direct.

PSPL, whether acting by itself or through its nominee, may in PSPL's sole and absolute discretion from time to time, require the Customer to execute or authorise and procure the due execution and registration, in favour of PSPL and/or its nominees, the instrument(s) of assignment and/or instrument(s) of charge or any other prescribed form of transfer, request or application for transferring or creating security interest over the Charged Securities or any interest therein in favour of PSPL or its nominees which are or are capable of being converted into book-entry securities and the Customer shall forthwith execute such instrument(s) or form(s) as PSPL and/or its nominees may direct.

Without prejudice to the foregoing, where the Charged Securities which are book-entry securities over which a security interest hereunder is to be created remains in an account or sub-account of the Customer with a Depository Agent, who is also PSPL or the Depository Agent of PSPL, such Depository Agent is irrevocably authorised as agent of the Customer to execute any and all forms, notices, instruments, transfers, authorisations, agreements or documents as PSPL may from time to time require or deem necessary or desirable to effect or perfect the creation in favour of PSPL of a security interest over the Charged Securities, as directed by PSPL from time to time at PSPL's discretion and the Customer hereby ratifies and confirms and undertakes at all times to allow, ratify and confirm all and whatsoever such agent shall do or cause to be done in respect of any and all such forms as instructed by PSPL and that the Customer's agent shall be indemnified by the Customer against all costs, charges, expenses and losses which it may incur in so doing.

PSPL and/or its nominees shall have the sole and absolute discretion to determine from time to time, whether or not to register the Charged Securities (whether or not they are book-entry securities) or any part thereof in PSPL's name and/or the name of its nominees including (without prejudice to the generality of the foregoing) the power to deliver and deposit with and/or withdraw and/or transfer from the CDP the Charged Securities or any part thereof.

If at any time there are Related Assets, which have been charged or assigned to PSPL hereunder, the Customer undertakes, as and when required by PSPL, to further execute forthwith such documents and to give such instructions as to effect the creation, in favour and at the option and discretion of PSPL, of a security interest by way of mortgage, assignment, charge, pledge, encumbrance, lien or other security on such Related Assets.

Without prejudice to the generality of any provisions of this document or any other agreement or any other powers granted by the Customer to PSPL, as security for the discharge of the Secured Obligations, the Customer hereby covenants that it will forthwith on request by PSPL and/or its

nominees and for that purpose PSPL through any of its authorised officers is irrevocably authorised as agent of the Customer to execute any and all forms, notices, instruments, transfers, authorisations, agreements or documents as PSPL may from time to time require or deem necessary or desirable to open, operate, keep and maintain in relation to the Charged Securities one or more sub-account(s) with PSPL (if an authorised Depository Agent) or the Depository Agent with whom PSPL also maintains a sub-account for the purposes of this charge in relation to the Charged Securities, and do all such things in connection with such account(s) and/or sub-account(s) as PSPL and/or its nominees shall think fit (including but not limited to giving instructions to the CDP, the relevant Depository Agent and/or its nominees in relation to the Charged Securities for transfer of the Charged Securities from the Customer's Account(s) to a sub-account or sub-accounts) with PSPL or the Depository Agent with whom PSPL also maintains a sub-account for the purposes of this charge for purpose of securing the discharge of the Secured Obligations and/or perfecting the title or security interest of PSPL to the Charged Securities and the Customer hereby ratifies and confirms and undertakes at all times to allow, ratify and confirm all and whatsoever PSPL as the Customer's agent shall do or cause to be done in respect of any and all such forms as instructed by PSPL and that the Customer's agent shall be indemnified by the Customer against all costs, charges, expenses and losses which it may incur in so doing

- 10. Enforcement of Security** The Customer agrees that section 21 of the Conveyancing and Law of Property Act ("CLPA") shall not apply to the security created under this Clause 9 above and that PSPL may exercise the power of sale conferred on mortgagees by the CLPA (as varied and extended by these Clauses) free from the restrictions imposed by section 25 thereof. The security shall become immediately enforceable and the power of sale and other powers conferred by section 24 of the CLPA (as varied and extended by these Clauses) shall be immediately exercisable at any time after the Customer shall have failed to pay or satisfy when due and in the manner provided or on demand any part of the Outstanding Balance and at any time the Customer is in breach of any of these terms and conditions.
- 11. Further Assurance** The Customer shall, when required by PSPL, execute (a) such further legal or other charges or assignments in favour of PSPL, as it shall from time to time require, and on such terms as PSPL may decide, over any, some or all of the Collateral and all rights relating thereto both present and future; and, (b) other transfers or documents which PSPL may from time to time require for perfecting its title to the same or enabling it to vest the same in itself or its Nominees or in any purchaser, including without limitation, any forms used in relation to any Book-Entry Securities for the creation of any form of statutory security interests.
- 12. Borrowing, On-Lending and Creation of Further Security and Use Rights** Notwithstanding any provision to the contrary in these terms or the terms expressly appearing on PSPL's account application forms as may be revised from time to time in accordance with the provisions of the present edition of such terms as applicable to the Customer (as referred to below) or the terms of any collateral or charge documentation with respect to the Customer's securities and other property (collectively the "Terms") but subject to clause 7 above, the Customer agrees that with respect to ALL the Customer's securities and other property that now or in the future is in PSPL's possession and/or control (whether being Collateral or otherwise posted as collateral to PSPL or otherwise) PSPL may:-

  - (a) on a title transfer basis borrow for itself or to on-lend and/or directly on lend or deliver the said securities and other property to third parties and that clause 5 of Section 6 of Part B of the Document shall apply, *mutatis mutandis* to such on-lending [other than with respect to money] as principal as if it were the owner thereof to third parties in return (where Regulation 45 of the Securities and Futures (Licensing and Conduct of Business) Regulations so obliges PSPL) either for PSPL providing such collateral or PSPL's holding (as between the Customer and PSPL) for the duration of such borrowing any collateral PSPL may receive from PSPL's borrower(s) (and which PSPL will ensure in either case will be of such amount as is required of PSPL to provide under the said Regulation) for the Customer's benefit as security (whether singly or collectively with other customers of PSPL) for the return of the borrowed securities;
  - (b) create, to the maximum extent permitted by law, over the said securities and other property any encumbrance in favour of a third party by way of security, re-security, charge, re-charge, pledge, re-pledge, hypothecation, re-hypothecation or otherwise to secure PSPL'S obligations to a third party account (if mortgaged, pledged or hypothecated otherwise than on a pool basis and otherwise for an amount that does not exceed the aggregate amounts owed by all customers collectively in the pool to PSPL); and/or

- (c) to the maximum extent permitted by law assign, invest, use or otherwise dispose of the said securities and other property for PSPL's own benefit either separately or together with identical property provided by other customers/parties.

The Customer also agrees in connection with the foregoing that no compensation will be payable to the Customer in connection with the exercise of PSPL's rights under this clause 12 and that PSPL is the sole beneficiary of any fee or commission that PSPL may earn from any exercise of PSPL's rights under clause 12 (a) and clause 12 (c).

For the avoidance of doubt, PSPL reiterates that PSPL shall not be obliged with respect to any of the Customer's securities or other property (and in particular any Collateral) to retain the same in its possession or control (being entitled to treat all of the same as fungibles) or to retain for the duration of the Customer's account with PSPL like securities or other property of equivalent amount.

PSPL's only obligation is, subject to the Customer having discharged all the Customer's existing obligations and properly terminated the Customer's margin account with PSPL and subject otherwise to PSPL's rights under the Terms (including any right of interim liquidation or sale of the Customer's securities and other property) as the Customer may be entitled to demand of PSPL, to return to the Customer like securities and other property (as relevant) of equivalent amount.

The Customer also agrees that notwithstanding any contrary provision elsewhere in the Terms that in the event of the Customer's insolvency:

- (i) PSPL has the right at PSPL's option to convert any obligation PSPL may otherwise have to return the Customer securities and/or other property (other than cash) (where the same is not secured by any Substitute Collateral into an obligation instead to pay the aggregate market value for the same; and
- (ii) subject such converted payment obligation to PSPL's general right of set-off (in addition to any other rights of set-off and/or consolidation of accounts or obligations PSPL may have at law or in contract).

**13. Set-off rights** Without prejudice to any other right which PSPL may have whether under law by other terms in the Document (in particular clause 8 of Section 1 of Part B thereof) or otherwise, PSPL is expressly conferred by the Customer a right to effect a set-off against the Customer's obligations to PSPL whether referable to the Customer's margin or cash account any money or credit balance in any account with PSPL or maintained by PSPL for the Customer's benefit (including the trust account PSPL is obliged to maintain for the Customer pursuant to PSPL's obligations under the Securities and Futures Act 2001 and the Securities and Futures (Licensing and Conduct of Business) Regulations 2002) and including such money sum as PSPL may otherwise be obliged to pay to the Customer as a consequent of exercising PSPL's right of conversion under clause 12 above (collectively "Accounts"), effecting as PSPL deems necessary or appropriate any currency conversion.

**14. Waiver of Interest** The Customer acknowledges and agrees that the provisions of Part A clause 4 shall mutatis mutandis apply to with respect to interest that may be earned by such credit balances as may be held in the Margin Account (which are not utilised for the payment of shares) as if the same were Excess Funds for the purposes of this clause.

**15. Fees** The Customer shall also pay, such fees as are charged by PSPL as an administrative fee for administering the interest on the Margin Account. The Customer hereby authorises PSPL to deduct from the Margin Account such sums as may be required for and in payment of the administrative fee.

#### **Section 4 : Multi-Currency Services**

- 1. Condition Precedent** PSPL shall provide the Customer with multi-currency services subject to the terms and conditions set out in this Section (the "Multi-Currency Services"). A Customer may only use the Multi-Currency Services in conjunction with a Margin Account or Custodian Account.
- 2. Payment** The Customer availing himself of the Multi-Currency Services may pay any sum due in such currency as is acceptable to PSPL.

**3A. Payment and Securities Currency Account** Where payment is made for the purchase of any Securities or for contra losses incurred by the Customer in the sale of any Securities in a currency different from the denominated currency of settlement (which shall prima facie be the currency the securities transacted in are denominated in) - the "Settlement Currency" – the Customer's payment as aforesaid (the "Payment") will be accounted for by PSPL in the manner illustrated in the following examples:-

Example 1:

Customer buys 2,000 U.S. Dollar Listed Securities at US\$2.80 per share. Assume the total value of the purchase contract for these US Dollar Listed Securities is US\$5,600.00. The Payment made by Customer is S\$8,000.

The Customer's client ledger will reflect the following:-

US\$ Account

Purchase of 2,000 U.S. Dollar Listed Securities at US\$2.80	5,600 (DR)
---	------------

S\$ Account

Cash deposit	8,000 (CR)
--------------	------------

Example 2:

Subsequently, the Customer makes a Payment of US\$5,000.00 and purchases 1,000 Singapore Dollar Listed Securities at S\$7.00 per share. Assume the total contract value is S\$7,000.00.

The Customer's client ledger will reflect the following:-

US\$ Account

Purchase of 2,000 U.S. Dollar Listed Securities at US\$2.80	5,600 (DR)
---	------------

Cash deposit	<u>5,000 (CR)</u>
	<u>600 (DR)</u>

S\$ Account

Cash deposit	8,000 (CR)
--------------	------------

Purchase of 1,000 Singapore Dollar Listed Securities at S\$7.00	7,000 (DR)
---	------------

	<u>1,000 (CR)</u>
--	-------------------

Example 3:

Subsequently, the Customer sells the 1,000 Singapore Dollar Listed Securities at S\$8.00 per share. Assume the total contract value is S\$8,000.00. The Customer also purchases 1,000 Malaysian Ringgit Listed Securities at RM12.00 per share. Assume the total contract value for this transaction is RM12,000.00

The Customer's client ledger will reflect the following:-

US\$ Account

Purchase of 2,000 U.S. Dollar Listed Securities at US\$2.80	5,600 (DR)
---	------------

Cash deposit	<u>5,000 (CR)</u>
	<u>600 (DR)</u>

S\$ Account

Cash deposit	8,000 (CR)
--------------	------------

Purchase of 1,000 Singapore Dollar Listed Securities at S\$7.00	7,000 (DR)
---	------------

	<u>8,000 (CR)</u>
--	-------------------

Sale of 1,000 Singapore Dollar Listed Securities at S\$8.00	8,000 (CR)
---	------------

	<u>9,000 (CR)</u>
--	-------------------

<u>RM Account</u>	
Purchase of 1,000 Malaysian Ringgit Listed Securities at RM12.00	12,000 (DR)
	<u>12,000 (DR)</u>

- 3B. Foreign Currency Denominated Securities** Where, in using the Multi-Currency Services, the Customer trades in any foreign currency denominated securities on his Margin Account, the Customer understands and acknowledges that, in addition to the terms and conditions set out in this Section 4, the terms and conditions set out in Section 3 of this Document will apply to any such trading, and that PSPL will calculate the value of the Customer's Outstanding Balance and Collateral in Singapore Dollars using such exchange rate as PSPL may determine in its discretion.
- 3C. Nomenclature** Each Account denominated in a particular currency opened for the purposes of the Multi-Currency Services, shall, for the purposes of this section, be known generically as a "**Multi-Currency Account**".
- 4. Exchange Rate** The exchange rate applied for any currency conversion will be PSPL's prevailing exchange rate applicable to the transaction or for the currencies in question.
- 5. Changes in the Exchange Rate**
- (a) Where the Multi-Currency Service is being used in conjunction with a Custodian Account, and in the event that prior to onward payment by PSPL for the purchases or contra losses referable to trading by the Customer of the Securities, a change in the exchange rate causes the sum due in the relevant Settlement Currency or Currencies to be greater than the amount realisable from converting the Payment or any net credit balances in the Multi-Currency Accounts, PSPL may, at its discretion, by notice to the Customer, require the Customer to top up the short-fall and refrain from purchasing Securities until such short-fall is topped up by the Customer.
- (b) PSPL shall on every business day carry out a notional consolidation and set-off between all the Customer's Multi-Currency Accounts based on a notional conversion of all debits/ credits in such Multi-Currency Accounts into their equivalent in Singapore Dollars. Where the Multi-Currency Service is being used in conjunction with a Custodian Account, and in the event that such a rationalisation exercise indicates an aggregate debit amount/balance for any reason whatsoever, (including, but not limited to a change in any currency exchange rate), PSPL may, at its discretion, by notice to the Customer, require the Customer to top up the debit amount/balance and refrain from purchasing Securities until such debit amount/balance is topped up by the Customer.
- 6. Interest** The Customer acknowledges and agrees:
- (a) that the provisions of Part A clause 4 shall mutatis mutandis apply to with respect to interest that may be earned by such credit balances as may be held in any Multi-Currency Account;
- (b) to pay interest to PSPL on the Outstanding Balance in any Multi-Currency Account at such rate as PSPL may from time to time notify the Customer.
- 7. Consolidation/Set-Off** Without prejudice to PSPL's rights under clause 8 of Section 1 above, on the occurrence of any of the events in Clause 21 of Part B, Section 1 of the Document, PSPL will be entitled to consolidate and (where relevant) set off any (or all) Multi-Currency Account(s) against each other (effecting such conversions of the relevant currency amount as appropriate at such time based on such rates as PSPL may in good faith believe appropriate). Until all debit balances stated as due in any Multi-Currency Account are paid, the Customer shall not be entitled to request or make any withdrawal from any credit balance in any Multi-Currency Account.
- 8. Nominee/Custodian** PSPL may on the terms set out below and subject to such relevant restrictions as may be prescribed in the Securities and Futures (Licensing and Conduct of Business) Regulations 2002 hold all Securities purchased for the Customer either directly or through a Nominee or custodian (who may effect such holding through sub-Nominees or sub-custodians). Such Nominee/custodian and/or such sub-Nominees/sub-custodians may or may not be within Singapore and in the latter case and subject to the restrictions mentioned above, the Customer consents to PSPL having absolute discretion in the appointment or approval in appointment of the same. All costs associated with the holding of Securities by any of them shall be for the Customer's Account. Accruals with respect to any and all Securities custodised, if in money form, shall be held or accounted for in its original currency of receipt or its Singapore Dollar equivalent (as PSPL thinks fit) and credited to a Multi-Currency Account denominated in the same currency.

- 9. Withdrawals** Where the Customer wishes to withdraw any sums from any credit balance in any Multi-Currency Account and such sums as he wishes to withdraw are denominated in foreign currency, the Customer will make such withdrawal in whatever currency as may be allowed by PSPL and (where relevant) at the prevailing exchange rate for the currency in question.
- 10. Security** All Securities purchased for a Customer and held by PSPL or its Nominee or Custodian shall be subject to a general lien, fixed or other equivalent security interest in PSPL's favour and Clauses 9, 10 and 11 of Part B, Section 3 will apply *mutatis mutandis* to the security so created in favour of PSPL for any and all of the Customer's payment obligations owed and owing to PSPL from time to time, including (but not limited to) any sums paid by PSPL for Securities purchased by the Customer (including any shortfall in Payment(s) due to fluctuations in exchange rates as described in this Clause 5(a) or any sums equal to debit amount(s)/balance(s) as described in Clause 5(b) and contra losses incurred by the Customer on the sale of Securities. On default of any of such secured obligation, PSPL may exercise its security rights to effect a sale of the Securities (on such terms and on such timing as it in good faith believes appropriate) and apply the proceeds thereof as follows:-
- (a) first towards the costs and expenses referable to the exercise and enforcement of the security interest;
  - (b) thereafter towards accrued interest; and
  - (c) finally towards discharge or reduction of the obligation defaulted upon. Any surplus will be credited into the relevant Multi-Currency Account (as determined by PSPL at its discretion).
- 11. Authorisations** For the purpose of the holding of the Securities purchased pursuant to the Customer's orders as aforesaid, PSPL is authorised to execute such documents and conclude such agreements in the Customer's name or on his behalf as it may feel reasonably necessary.

## **Section 5 : Custodial Services**

- 1.1. Bare Custodial Services** Unless otherwise agreed, PSPL shall receive and hold in custody all the Securities custodised subject to the terms and conditions set out in this Section (the "Custodial Services"). Subject to clause 1.2 and the Customer's acknowledgement in any event that PSPL as custodian is not a fiduciary to the Customer or otherwise with respect to the Securities but shall be regarded generally only as a bare custodian and not trustee of the Securities with its duties strictly restricted to the duties expressly provided under this Section 5, being duties of PSPL hereunder shall be:-
- (a) to hold or procure to be held to its order all documents evidencing ownership of, the Securities and identify in its books that all Securities belong to the Customer;
  - (b) to procure that all Securities other than bearer securities are registered in the name of PSPL or such other nominee or nominees as PSPL or any Sub-custodian (as the case may be) may appoint in accordance with clause 2 or, where due to the nature of the law or market practice of any relevant jurisdiction, it is in the Customer's best interests or it is not feasible to do otherwise, any Sub-custodian. In these circumstances, Securities will still be held in such a way that it is readily apparent that the Securities are not the property of PSPL, any Sub-custodian or any nominee appointed by PSPL or any Sub-custodian (as the case may be). The Securities may be registered collectively with other securities both of PSPL and/or other customers of PSPL in the same name and where so registered here Securities, the Customer's entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records (although PSPL and/or its delegate will maintain records such that it will be readily apparent the degree of the Customer's interest in the commingled securities so collectively held but on the express understanding and agreement of the Customer that where such commingling and aggregation of the securities of the Customer and other persons result in entitlements to Related Assets which otherwise without such commingling or aggregation would not have accrued to the Securities (the "Bonus Related Assets"), the Custodian has full discretion as to the allotment of such Bonus Related Assets as amongst its customers, (including the Customer as it deems fit) and should the Custodian, any Sub-custodian or, as the case may be, its nominee default, any shortfall in the Securities registered in that name may be shared pro rata among all customers of the Custodian or Sub-custodian whose Securities are so registered;
  - (c) to hold or procure that there are held in safe custody all bearer Securities and ensure that such bearer Securities are held in such a manner that it is readily apparent that the Securities are not the

property of PSPL or any Sub-custodian; bearer Securities shall be segregated by PSPL or any Sub-custodian (as the case may be) from all property of PSPL or Sub-custodian and shall be identified as held by PSPL or Sub-custodian for the account of the Customer. Where any securities are in uncertificated form, or otherwise transferable by book entry transfer, PSPL may use the services of any Securities Depository, on such terms as it may think fit, for the purpose of the holding and transfer of such Securities (or entitlements thereto);

- (d) except to the extent permitted or not prohibited by the Securities and Futures Act 2001 or its regulations (including but not limited to Regulation 20 of the Securities and Futures (Licensing and Conduct of Business) Regulations 2002 , to hold and/or procure that any Sub-custodian holds Securities, if registered in the same name as investments of PSPL or Sub-custodian, in an account designated separately from that used for investments of PSPL or Sub-custodian (as the case may be);
  - (e) on receipt of the Customer's instructions or with the Customer's authority to make or accept delivery of Securities which have been sold, purchased, transferred or otherwise acquired or lent or disposed of by the Customer or its agent, such acceptance or delivery to be made in accordance with the normal practice for transactions of the type concerned;
  - (f) to use its reasonable endeavours to collect and receive Related Assets including income and other payments due with respect to the Securities provided that the Customer acknowledges and accepts that PSPL (whether directly or through any delegate or agent) shall have no duty or responsibility but is entitled, if it so chooses to:
    - (i) exercise or discharge any obligations conferred or imposed by reason of PSPL's holding of the Securities or to investigate, participate or take any affirmative action in connection therewith or otherwise;
    - (ii) send or give notice of any proxy form or other document which PSPL may receive in respect of the Securities;
    - (iii) recognize any claim in the nature of a trust or equitable claim by anyone other than the Customer in respect of the Securities or any part thereof.
  - (g) to credit to the Customer's Custodian Account all income and other payments received by PSPL under paragraph (f) of this clause 1.1;
  - (h) to sign, execute and/or complete such documents, certificates or forms from time to time required for fiscal and taxation purposes in connection with the collection of income from the Securities including bonds and note coupons; and
  - (i) to keep or (to the extent reasonably practicable) procure there to be kept by any Sub-custodian, or any nominee appointed by PSPL or any Sub-custodian (as the case may be), such books records and statements, in retrievable form, as may be necessary to provide an adequate record of all Securities held and transactions carried out by or on behalf of the Customer.
- 1.2. PSPL may refuse to act as Custodian in relation to any asset it deems unsuitable to be held hereunder without giving any reason therefor or being liable for any loss thereby occasioned.
- 2. Nominees/Delegates** PSPL is authorised to utilise one or more Nominee(s) or Sub-Custodians for the purpose of providing the Custodial Services. In the event that a Nominee is being used, the Customer is deemed to have contracted as principal with such Nominee. PSPL may utilise the services of a foreign custodian as Nominee or Sub-Custodian where it deems this to be necessary or appropriate and the Customer hereby expressly consents to PSPL having the full authority and discretion to appoint and use such foreign custodian as it deems necessary or appropriate. Where Securities are held by a Nominee or Sub-custodian, PSPL shall separately agree in writing the requirements specified in Regulation 32 of the Securities and Futures (Licensing and Conduct of Business) Regulations 2002 but otherwise the Customer acknowledges and accepts that different settlement, legal and regulatory requirements and different practices relating to the segregation of those Securities may apply. In addition, PSPL and any Nominee, Sub-custodian, agent or delegate may deposit Securities with, and hold Securities in, any Securities Depository on such terms as such systems customarily operate.
- 3. Custodial responsibilities and power** PSPL shall in addition to the powers set out in clause 1.1(f) be entitled to do, subject and on receipt of the Customer's instructions to the contrary, any other act or refrain from doing any other act unless (as the case may be) prohibited or required by law or regulation, in relation to any Securities custodised with PSPL, which under the terms of the Customer's agreement

with PSPL, PSPL is not specifically (as the case may be) either specifically prohibited or required to do. Without prejudice to the foregoing the Customer hereby specifically instructs PSPL that, until it receives written instructions to the contrary, whenever the Customer purchases Securities through it, and the sums standing to the credit of the Customer's Custodian Account are sufficient to satisfy the purchase price of the Securities purchased, PSPL is to withdraw from the Custodian Account such sum as is equal to the purchase price and appropriate such sum to PSPL in satisfaction of the Customer's obligation to pay the purchase price, or where the shares are contra sold, to use such sums for any contra losses incurred (if any). Also without prejudice to any of the foregoing, any amount payable by the Customer pursuant to the services hereunder shall be payable to PSPL or its nominees, Sub-custodians or agents, as the case may be, on demand and may be deducted from the Securities or such Account as PSPL deems appropriate.

- 4. Liability** PSPL shall not be liable for any loss, claim, damage, expense or liability suffered or incurred by the Customer, or profit or advantage of which the Customer may be deprived, which arises from or in connection with:-
- (a) the manner in which PSPL holds the Securities hereunder or deals with monies received or intended to be received in connection herewith;
  - (b) the loss, theft or destruction of, or any damage to, any of the Securities or certificates relating thereto; or
  - (c) the performance or non-performance of PSPL hereunder,

except insofar as the same arises as a result of the negligence, fraud and/or wilful default of PSPL.

PSPL shall use reasonable care in the selection of any nominee, Sub-custodian, agent or delegate. PSPL shall not be liable for any loss, claim, damage, expense or liability suffered or incurred by the Customer or profit or advantage of which the Customer may be deprived, which arises from or in connection with:-

- (i) the insolvency of any Sub-custodian or nominee; or
- (ii) any act or omission of any Sub-custodian or nominee,

the same arises as a result of the negligence, fraud or wilful default of PSPL itself.

PSPL shall not be liable for any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities.

The Customer acknowledges and agrees that PSPL shall be under no duty to supervise compliance by the Customer with any restrictions on the investment powers of the Customer.

PSPL shall not be liable or have any responsibility to the Customer for any loss or damage incurred or suffered by the Customer if the performance of PSPL's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include but not be limited to industrial disputes, acts or regulations or any governmental or supranational bodies or authorities and breakdown, failure or malfunction of telecommunications or computer service or systems.

- 5. Statements and Information** PSPL shall provide or procure the provision to the Customer with such reports and statements concerning the Securities and at such intervals as agreed between them from time to time. PSPL will on the request of the Customer prepare and deliver to the Customer a statement, made up as at a date specified by the Customer (being a date not later than one calendar month before the statement is delivered to the Customer) identifying in relation to each description of the Securities:-
- (a) the customer title documents held for the Customer by PSPL or its delegate;
  - (b) the amount of the Securities; and
  - (c) where the Securities are registrable, the number of units so held in each different name.

- 6. Return of Securities custodised** The Customer shall not have any right to specific Securities custodised with or through PSPL, but will be entitled, subject to these other Clauses, to delivery by PSPL of Securities of the same class, denomination and nominal amount, and which rank pari passu with those accepted by PSPL as being the Securities so custodised, subject always to any capital

reorganisation or share exchange which may have occurred. Such delivery may be to the Customer or any specified third party.

7. **Authorisations** Without prejudice to Clauses 1, 3 above and 8 below, PSPL is authorised (but not obliged), either by itself, through a Nominee (if so, subject to Clause 2 above) or otherwise, and whether in Singapore or elsewhere to do any lawful act or thing which in the discretion of PSPL is necessary to preserve the integrity of the Securities custodied and/or any Account and/or to protect the reasonable interests of the Customer and/or PSPL.
8. **Customer Primarily Liable** Notwithstanding that the Customer may as between himself and a third party be effecting transactions on and/or in respect of any part or all of the Securities custodied for and on behalf of such third party, as between the Customer and PSPL, the Customer shall be deemed to be, and is, transacting as sole principal. The Customer acknowledges, undertakes and agrees to be always primarily liable for such transactions in all or part of the Securities custodied.
9. **Orders/Instructions** PSPL need only act on instructions (oral or otherwise) from the Customer in respect of any Account or any part or all of the Securities custodied. PSPL shall not be required to act in accordance with any instruction from the Customer which purports to dispose of or deal with Securities or other property which are in fact not held in any Account and/or which are not in fact Securities custodied.

PSPL shall only be required to act on or effect any instruction from the Customer within a reasonable time. For the avoidance of doubt, in the event that the Customer wishes to withdraw any part or all of the Securities custodied, the Customer shall give at least one (1) day's notice to PSPL prior to such withdrawal.

10. **Instructions from Third party** Any instructions (oral or otherwise) purported to be given by any person other than the Customer, need not be acted on by PSPL but PSPL is authorised to act on any and all such instructions which PSPL in good faith has reason to believe is from the Customer as soon as such instructions have been received by PSPL without requiring written confirmation thereof. PSPL shall not be liable for any loss, damage, cost, charge and expense incurred by the Customer as a result of PSPL so acting.
11. **Representations, Warranties and Undertakings** The Customer represents, warrants and undertakes that :-
  - (a) he is the legal and beneficial owner of the Securities custodied;
  - (b) the Securities custodied are fully paid up and paid for, in the required or regular form and in good delivery order; and
  - (c) there is no defect in title, security interest or encumbrance affecting the Securities custodied.
12. **Security** In addition and without prejudice to the foregoing, all Securities custodied are hereby charged by way of first fixed charge to PSPL as continuing security for all of the Customer's liabilities to PSPL whether the same accrue under or pursuant to the Account or otherwise. Clauses 9, 10 and 11 of Part B, Section 3 will apply *mutatis mutandis* to the security created under this Clause. Save for the charge mentioned in this Clause, the Customer will not create nor will he allow to be created any security interest of whatsoever nature over any part or all of the Securities custodied without the prior consent in writing of PSPL.
13. **On-Lending and Creation of Further Security and Use Rights** Notwithstanding any provision to the contrary in these terms or the terms expressly appearing on PSPL's account application forms as may be revised from time to time in accordance with the provisions of the present edition of such terms as applicable to the Customer (as referred to below) or the terms of any collateral or charge documentation with respect to the Customer's securities and other property (collectively the "Terms") but subject to Section 3, clause 7 above, the Customer agrees that with respect to ALL the Customer's securities and other property that now or in the future is in PSPL's possession and/or control (whether posted as collateral to PSPL or otherwise) PSPL shall have the same rights of borrowing, on-lending and delivery on a title transfer basis over such securities as the securities subject to clause 12 of Section 3 above.
14. **Set-off rights** Without prejudice to any other right which PSPL may have whether under law, the Document (particularly pursuant to clause 8 of Section 1 above) or otherwise, PSPL is expressly conferred by the Customer a right to effect a set-off against the Customer's obligations to PSPL whether

referable to the Customer's margin or cash account any money or credit balance in any account of the Customer with PSPL or maintained by PSPL for the Customer's benefit (including the trust account PSPL is obliged to maintain for the Customer pursuant to PSPL's obligations under Securities and Futures Act and including such money sum as PSPL may otherwise be obliged to pay to the Customer as a consequent of exercising PSPL's right of conversion under clause 13 above (collectively "Accounts"), effecting as PSPL deems necessary or appropriate any currency conversion.

- 15. Default and Termination** In the event that any of the events set out in Clause 21 of Part B, Section 1 occurs, then in addition to the rights set out in Clause 21 of Part B, Section 1, PSPL shall be further entitled to immediately enforce the security created pursuant to this Clause 13 above by way of disposing or otherwise dealing with any part or all of the Securities custodised using or employing any and all powers granted hereunder or otherwise to a mortgagee or chargee under the laws of Singapore.
- 16. Fees and Expenses** In consideration of the services provided by PSPL hereunder, the Customer shall pay to PSPL fees (exclusive of goods and services or other relevant value added tax) as agreed or as may be varied and notified by PSPL to the Customer.

The Customer shall, on demand, pay to or reimburse (or shall procure payment to or, reimbursement of) PSPL for all expenses, including, without limitation, management or supervisory fees, agents' and other advisers' fees, disbursements and operating expenses incurred in connection with:-

- (a) the performance by PSPL of its obligations hereunder; and
- (b) the enforcement or preservation by PSPL of its rights hereunder,

together with any applicable goods and services tax or other tax thereon.

The Customer hereby authorises PSPL to debit the Customer's Account with all amounts due or which may become owing by the Customer to PSPL hereunder, together with any applicable goods and services or other value added tax, thereon.

- 17. Contra Losses** The Customer agrees that:-
- (a) no Securities may be withdrawn from the Customer's Custodian Account if there are any contra losses outstanding; and
  - (b) if any contra loss is not paid within 14 days, PSPL is entitled to sell such of the Customer's Securities in the Customer's Custodian Account as may be necessary to reimburse PSPL of such contra loss.

## **Section 6 : Securities Borrowing and Lending Service**

- 1. General** The Customer agrees that any and all borrowings of securities/stock by a Customer from PSPL shall be governed by the terms contained in this Section and the Customer acknowledges that PSPL will rely on the fore-going in agreeing to and/or making any lending of securities/stock to a Customer. In addition, all borrowings by a Customer of securities/stock from PSPL shall at all times be subject to the provisions of all relevant SGX-ST Rules as well as all relevant laws and regulations including, where the Customer is not an accredited investor and (i) securities of the Customer are to be on-lent, Regulation 33 of the Securities and Futures (Licensing and Conduct of Business) Regulations and otherwise (ii) Regulation 45 of the Securities and Futures (Licensing and Conduct of Business) Regulations.
- 2. Provision of Collateral** Without prejudice to the generality of clause 1 above:
- (a) where the Customer is not an accredited investor, then in accordance with the requirements of the said Regulation 45 of the Securities and Futures (Licensing and Conduct of Business) Regulations 2002, the Customer shall at all times ensure that it provides collateral of no less than one hundred percent of the value of the securities/stock borrowed by the Customer from time to time and which the Customer has yet to return; or
  - (b) where the Customer is an accredited investor, the Customer shall at all times ensure that it provides collateral of no less than the amount as determined from time to time by PSPL.

**3. Security and Title Transfer Rights of PSPL and Cumulative Margin and Collateral posting and Default Consequences** The Customer agrees that for the purposes of the Customer's borrowing of securities/stock:-

- (a) a separate account will be opened and maintained on the books of PSPL into which will be credited all property (including securities and cash) to be provided with respect to and which are intended to be appropriated as collateral and/or security (including property provided by way of initial margins or comprising proceeds from sale of securities borrowed) for any and all borrowings of the Customer (the "SBL Collateral") and over which PSPL shall have a first and paramount fixed charge (and Clauses 9, 10 and 11 of Part B, Section 3 will apply *mutatis mutandis* to the fixed charge so created) and/or general lien as security first for the obligations of the Customer with respect to the Customer's borrowings of securities/stock and secondly for all the Customer's other obligations from time to time owing or due to PSPL howsoever arising; **Notwithstanding the foregoing, insofar as the SBL Collateral comprises cash or cash equivalent the Customer agrees that all right, title and interest in and to any such cash or cash equivalent (collectively "Cash Collateral") which is transferred or given over to PSPL shall vest in PSPL free and clear of any liens, claims, charges or encumbrances or any other interest of the Customer or of any third person; and nothing in these terms is intended to create or does create in favour of PSPL an interest only by way of any mortgage, charge, lien, encumbrance or other security interest in any Cash Collateral.**
- (b) unless the Customer shall have executed such collateral documents as may be required by PSPL to ensure that PSPL will have a valid and enforceable first and subsidiary security right over all SBL Collateral as intended under (a) above, the terms governing PSPL's rights with respect to the SBL Collateral shall insofar as the same are not contrary to the rights conferred under these terms and conditions include *mutatis mutandis* the terms of PSPL's standard charge documentation for securities and/or money and Clauses 9, 10 and 11 of Part B, Section 3 will apply *mutatis mutandis* to the security created under this Clause.

Notwithstanding the preceding, the Customer also acknowledges that PSPL is permitted to treat as collateral for any securities borrowed, Excess Collateral of the Customer (including Substitute Collateral with respect to unsecured receivables and securities return obligations of PSPL due to the Customer as a result of a title transfer collateral having been provided to PSPL). For the purposes of the preceding, "Excess Collateral" shall refer to such Collateral of the Customer provided as collateral for obligations of the Customer otherwise than referable to securities borrowing by the Customer so as to effectively determine whether the Customer satisfies its collateral requirements for securities borrowing cumulatively with its collateral or margin provision requirements otherwise to PSPL. Insofar as such Excess Collateral comprises cash, cash equivalent or cash receivables due to the Customer, they may also at the discretion of PSPL be applied by way of payment for shares purchased by the Customer to satisfy the Customer's obligation to return borrowed securities and correspondingly the amount of cash or cash equivalent PSPL is otherwise obliged to return to the Customer.

In the event that Excess Collateral is so applied, the Customer acknowledges that the collateral requirements otherwise referable to securities borrowing by the Customer shall be cumulated with the collateral provision and maintenance requirements of the Customer referable to securities borrowing by the Customer and cumulatively calculated and complied with. In the event that the Customer is unable to satisfy in whole such cumulative requirements, the Customer shall be deemed to be in default of all the Customer's collateral and margin provision and maintenance requirements.

**4. Co-Mingling of Collateral and Return Obligation of Cash Collateral** The Customer agrees that PSPL may co-mingle and hold any or all of the SBL Collateral (not being the subject of any title transfer in favour of PSPL) together with the securities and/or money that PSPL may hold for its other Customers whether as collateral or otherwise and as such PSPL shall not be obliged with respect to any of the Customer's securities or other property to retain the same in its possession or control (being entitled to treat all of the same as fungibles) but, subject to PSPL's rights to borrow and/or on-lend the same as set out below, to retain for the duration of the Customer's borrowing of securities/stock from PSPL or at anytime only like securities or other property of equivalent amount and description or their equivalent value. As such the Customer further agrees that :

- (a) In relation to the preceding the Customer acknowledges, without prejudice to the Customer's consent in Clause 4 of Part A, that it would be administratively and operationally difficult, if not impossible (in view of the constant ebb and flow of the aggregate balance in such account) to account separately for each of PSPL's Customers the interest due to their fluctuating cash balances (insofar as the same has not been the subject of a title transfer in favour of PSPL) being

part of a larger pool of money since interest will be received on a lump sum basis. The Customer further acknowledges and accepts that such an exercise would be likely to cost more than any interest earned. In the circumstances, the Customer agrees that it is a material condition that the Customer waives and relinquishes in PSPL's favour all claims for interest that might otherwise accrue with respect any cash component of the SBL Collateral; and

- (b) PSPL's only obligation is, subject to the Customer having discharged all the Customer's existing obligations and properly terminated the Customer's securities/stock borrowing account with PSPL and subject otherwise to PSPL's rights under these terms and conditions (including any right of interim liquidation or sale of the Customer's SBL Collateral) to return to the Customer like securities/stocks of equivalent amount or their cash value. Without prejudice to the generality of the foregoing, insofar as the SBL Collateral had been the subject of a title transfer in favour of PSPL, PSPL's only obligation to effect the said return of the same will be by way of discharge of an unsecured debt obligation; and
- (c) As such, notwithstanding any contrary provision agreed between the parties that in the event of the Customer's insolvency, PSPL has the right at their option to convert any obligation PSPL may otherwise have to return the Customer securities/stock into an obligation instead to pay the aggregate market value for the same, and to subject such converted payment obligation to PSPL's general right of set-off (in addition to any other rights of set-off and/or consolidation of accounts or obligations PSPL may have at law or in contract).

**5. On-Lending of Collateral** The Customer agrees that with respect to the SBL Collateral comprising securities/stocks, PSPL also has the right on a title transfer basis to borrow for itself or to on-lend and/or directly on-lend or deliver the said securities/stocks as principal as if it were the owner thereof to third parties in return (where Regulation 45 of the Securities and Futures (Licensing and Conduct of Business) Regulations so obliges PSPL) for PSPL providing collateral and/or holding (as between the Customer and PSPL) for the duration of such borrowing or on lending any collateral PSPL may receive from the borrower(s) – "Third Party Collateral" - (and which PSPL will ensure in either case will be of such amount as is required of PSPL to provide under the said Regulation) whether by itself or in conjunction with such Securities as are owned by PSPL (the "PSPL Collateral") and charged in favour of the Customer as a member of the class of customers from whom PSPL may have borrowed Securities or whose Securities have similarly been on-lent by PSPL subject to PSPL's residual interest in the PSPL Collateral as are in excess of the value required of PSPL to provide as collateral collectively to all its customers, including the Customer (for the purposes of Regulation 45) for the Customer's benefit together with such collateral as may be provided by or deemed provided by PSPL by way of a charge on the PSPL Collateral to make up any shortfall in the value of Third Party Collateral for the purposes of the said Regulation 45 (the "Shortfall") as security for PSPL's obligation to return the same on redemption by the Customer in priority to PSPL's own rights in relation thereto but subject to its rights with respect to any Substitute Collateral in favour of PSPL onward provided or deemed onward provided by the relevant customers (including the Customer) to PSPL pursuant to the terms set out in section 3 above either separately or together with identical property provided by other customers without any compensation being payable to the Customer in connection with the exercise of the on-lending and with PSPL as the sole beneficiary of any fee or commission that PSPL may earn from such on-lending. For the purposes of the preceding, PSPL charges in favour of the Customer and other customers of PSPL whose Securities have been borrowed by PSPL and/or on-lent by PSPL as aforesaid such of the PSPL Collateral as would make up the Shortfall from time to time subject always to (i) PSPL's residual interest and right to deal with the balance of the PSPL Collateral as PSPL deems fit; and (ii) PSPL's rights to Substitute Collateral onward provided to PSPL pursuant to the terms set out in section 3 above. The Customer also acknowledges and agrees in connection with the preceding that notwithstanding any contrary provision elsewhere in these terms and conditions or any other agreement between the Customer and PSPL, the Customer has a right to the return of the Customer's securities/stock on-lent by PSPL or their respective equivalent **only** when the Customer has discharged all the Customer's existing obligations to PSPL **and** properly terminated its securities/stock borrowing account with PSPL by the giving of the required notice for termination of the same which shall in any event be no less than 5 market days.

**6. Value of Collateral Provided** The Customer agrees that the initial value of the collateral required to be placed as SBL Collateral with PSPL by the Customer with respect to any borrowing of securities/stock by the Customer shall be of a value not less than one hundred and fifty percent (150%) of the value of the securities/stock borrowed or to be borrowed by the Customer and should the value of the SBL Collateral relative to the value of securities/stock borrowed and remaining to be returned at anytime thereafter fall below one hundred and thirty percent (130%), PSPL shall thereupon and thereafter have the discretion to demand the immediate return of the securities/stock borrowed and/or

sell or dispose and/or appropriate any or all SBL Collateral in any manner in order to purchase equivalent securities/stock to the securities/stock borrowed and to appropriate the same towards satisfaction of the Customer's return obligations so as to bring about a position where the value of SBL Collateral is at least 150% of the value of securities/stock borrowed and remaining to be returned.

Without prejudice to the foregoing, the Customer also notes and agrees that:-

- (a) should the value of the SBL Collateral in PSPL's possession and control fall below one hundred and forty percent (140%) but remains higher than one hundred and thirty percent (130%) of the value of the securities/stock borrowed, PSPL is entitled to request (and the Customer shall comply with any such request) to provide additional collateral to bring the value of the SBL Collateral to not less than 150% of the value of the securities/stock borrowed and in the interim the Customer is not permitted to effect any new borrowings of securities/stock;
- (b) should the value of the SBL Collateral fall below one hundred and thirty percent (130%) of the value of the securities/stock borrowed, PSPL is entitled (but not obliged) at PSPL's absolute discretion and without notice to the Customer to realise the SBL Collateral (or any part thereof) and apply the proceeds therefrom to purchase such amounts of securities/stock equivalent to the securities/stock borrowed and appropriate the same as securities/stock returned by the Customer to bring about a position where the value of the SBL Collateral is not less than one hundred and fifty percent (150%) of the value of the securities/stock borrowed and still to be returned; and
- (c) PSPL is entitled at any time to change any of the percentages stated above and its determination of the value of any component of the SBL Collateral other than cash shall be final and determinative as between the parties so long as made in good faith. In this connection, the Customer recognises and accepts that depending on the quality of the securities/stock provided as SBL Collateral a larger deduction or hair-cut for valuation process will be made by PSPL.

**7. Undertakings by the Customer** The Customer makes the following undertakings to PSPL:

- (a) All SBL Collateral deposited or provided by the Customer shall be in the form of cash, securities issued by the Government or its agencies, acceptable securities/stock and such other instruments as PSPL may from time to time prescribe;
- (b) All securities/stock selling transactions intended by the Customer to be satisfied by the delivery of securities/stock borrowed from PSPL be prior notified to PSPL and effected only through PSPL through the Customer's Securities/Stock Borrowing account maintained with PSPL. In addition the Customer shall in each case make a prior request for the required borrowing as a pre-condition to effecting a securities sale transaction as intended. Unless PSPL indicates otherwise to the Customer, the Customer's request will be deemed accepted and for the purposes of calculating the period of borrowing, the commencement date for such borrowing shall be deemed to be the date of acceptance of the Customer's request regardless of the actual date the lending is actually effected by PSPL's delivery of the borrowed stocks/securities on the Customer's behalf in settlement of the Customer's delivery obligation to be satisfied by such stocks/securities but provided that it is expressly acknowledged and agreed that pending such delivery no title to the borrowed stocks/securities will pass from PSPL. In this connection, the Customer further acknowledges and agrees that all proceeds being the purchase price for the sale transaction settled by delivery of the borrowed stocks/shares shall be received by PSPL as part of and subject to the terms of the SBL Collateral with a request to PSPL;
- (c) All securities/stock purchase transactions intended to be satisfied by money comprising part of the SBL Collateral be prior notified to PSPL and such notice deemed to be a request for a release of the money in substitution of the securities/stock purchased becoming part of and subject to the terms for the SBL Collateral and effected only through PSPL through the Customer's cash trading account maintained with PSPL. In each such case the Customer further acknowledges that the securities/stock to be so purchased must be of securities/stock acceptable to PSPL for the purposes of the SBL Collateral and be either:
  - (i) of at least equivalent value as the money to be drawn out of the SBL Collateral to pay for the securities/stock purchased; or
  - (ii) is of a value which taken together with the rest of the SBL Collateral (after release of the money requested to be released and applied towards payment for the securities/stock purchased) is at least one hundred and fifty percent (150%) of the value of all securities/stock borrowed by the Customer and still to be returned.

**8. Provisions Relating to Accredited Investors** For the purposes of clause 2 above, the Customer shall be assumed by PSPL as not being an accredited investor unless the Customer expressly notified

PSPL that it is and wishes to be regarded as an accredited investor for the purposes of its borrowing of securities/shares in which case:

- (a) The Customer shall be deemed as having warranted to PSPL that the Customer is a corporation with net assets exceeding S\$10 million in value or its equivalent in foreign currencies as determined in accordance with the Customer's most recent audited balance sheet or in the case of an individual, net assets exceeding S\$5 million in value or its equivalent in foreign currencies; and
- (b) The Customer undertakes in favour of PSPL to ensure that for the duration of the Customer's borrowing of securities/shares that it will remain an accredited investor and shall forthwith notify PSPL in writing if the Customer has any reason to believe it cease to be an accredited investor and in any event should it so cease to be an accredited investor, it shall forthwith ensure that it complies with all the collateral requirements expected of it if it were not an accredited investor as noted above and will in any event provide PSPL on an updated and prompt basis copies of its audited accounts.

- 9. Borrowing Fee** The Customer shall pay PSPL a borrowing fee as determined by PSPL and notified to the Customer. The borrowing fees may be deducted and/or drawn from the cash collateral component of the SBL Collateral.
- 10. Period of Borrowing** The Customer shall be entitled to borrow securities and/or continue the borrowing of securities subject to the following:
- (a) PSPL's right to demand return of the securities/stock borrowed by giving at least 3 market days' notice to the Customer;
  - (b) No borrowing, unless otherwise separately agreed with PSPL, being permitted whose period extends over any relevant record date/period including dividend and/or accrual and accretion entitlement and/or book closure date of the securities/stock borrowed; and
  - (c) The Customer has not in the interim breached any of its obligations to PSPL.
- 11. Customer's obligation to execute security documents** The Customer shall take such actions and complete and execute any and all documentation required to ensure that PSPL shall have a first and paramount lien (being in the nature of a general lien) and/or security interest over any and all the SBL Collateral.
- 12. Withdrawals** For avoidance of doubt, and subject to the Customer at all times maintaining the requisite minimum in value of SBL Collateral relative to the value of the securities/stock borrowed, the Customer is permitted, with PSPL's prior consent (but without prejudice to PSPL's first and paramount fix security interest over the SBL Collateral with or in PSPL's possession) and at PSPL's discretion, to withdraw cash from the Customer's account so long as such withdrawal does not result in the value of the SBL Collateral remaining being less than 150% of the value of the securities borrowed and in fact there being excess cash comprising the SBL Collateral and not otherwise earmarked to a Customer's request for release pursuant to satisfy a pending purchase transaction effected through PSPL as per 7(c) above.
- 13. Variation of terms** The Customer acknowledges and agrees that PSPL has the right at any time and from time to time to vary the terms for the borrowing or continued borrowing of securities/stock by 3 days' notice to the Customer.
- 14. Communication of requests** The Customer may make a request for a borrowing through any means of communication and agents (including the Customer's remisier) as the Customer is permitted to effect a securities transaction through PSPL.
- 15. Terminology** In this Section, the expressions such as "borrow", "lend" and "redeliver" reflect terminology used in the market for transactions of the kind provided for subject to these terms and conditions on the understanding that title to securities/stock "borrowed" or "lend" shall pass from PSPL as lender to the Customer as borrower with respect securities/stock borrowed and from the Customer to PSPL when borrowed, and title to equivalent securities/stocks redelivered or deemed redelivered by the Customer to PSPL shall pass to PSPL on such redelivery or deemed redelivery. Notwithstanding the foregoing, the Customer may (by prior arrangement with or with the consent of PSPL) effect any purchase or subscription of securities/stocks pursuant to any employee stock/share option scheme by paying and/or procuring the payment of the price for the same (whether or not pursuant and consequent upon the exercise of the Customer's option rights as an employee) for the purposes of effecting a

redelivery of borrowed securities/stock. In such a case, redelivery shall be deemed effective as from the later of the date of full payment for the securities/stock and the Customer's absolute assignment (on a recourse basis) of all the Customer's entitlement with respect to the purchased/subscribed for securities/stock in form and substance acceptable to PSPL and the payment in addition to PSPL of an agreed fee in consideration of PSPL accepting such assignment in lieu of physical redelivery of securities/stock.

- 16. Delivery** In respect of redelivery of any book-entry securities pursuant to the provisions of the Agreement, the Customer shall execute and do all such assurances, acts and things which the Customer is required to do including where relevant the execution and delivery of a duly executed CDP Form 4.1 (or such other forms as may be prescribed by CDP from time to time) to PSPL in due time for PSPL to effectively obtain a re-delivery of the securities/stocks borrowed on the due date for re-delivery of the same by the Customer.

## **Section 7 : Contracts for Differences**

- 1. Contracts For Differences ("CFD") Trading Facility** The Customer agrees that for the purposes of trading CFDs, a separate account will be established by PSPL for the Customer. An account limit will be set by PSPL and varied from time to time according to the Customer's credit status and the amount of funds deposited with PSPL. The Customer agrees that PSPL may, in its absolute discretion, apply a limit to:
- (a) the size of any order or trade or series of orders or trades which the Customer may enter into;
  - (b) the amount of any loss or liability to which the Customer may be exposed.
- 2. CFD Information Sheet** Notwithstanding these terms and conditions, the Customer agrees to be bound by the terms in the CFD Information Sheet which sets out matters relating to CFD trading, including the initial and maintenance margin requirements, margin calls, trading hours and list of available underlying financial instruments, markets, and exchanges.
- 3. CFD – The Product** The Customer acknowledges that:
- (a) trading in CFDs involves trading on the outcome of the price of a financial instrument (eg. equity) or of an index and the Customer will not be entitled to delivery of, or be required to deliver, the underlying financial instrument nor ownership thereof or any other interest therein. A CFD has a fixed tenure and needs to be closed out at or before its expiry date, failing which an automatic roll-over will be effected by PSPL;
  - (b) PSPL conducts CFD business in relation to individual equities and equity indices and all CFD trades conducted are open-ended margined products that require funding or financing on a daily basis. PSPL reserves the right to review and adjust the percentage of funding required or the rates at which interest is calculated on such CFD contracts especially in, but not limited to, volatile market conditions.
- 4. Customer's Responsibility** The Customer is responsible for:
- (a) monitoring the amount of margin deposited with PSPL from time to time against the amount of margin currently required and any additional margin that may be necessary for the purpose of complying with obligations under Clause 8 below;
  - (b) ensuring that monies sent to PSPL are correctly designated, including where applicable, that the monies are by way of margin and to which account they should be applied;
  - (c) notifying PSPL immediately in writing of any material change in the Customer's financial circumstances and/or any material change to any of the information given by the Customer in the application form (including change of employment, address, contact details).
- 5. Suspension / Termination** PSPL may in its sole discretion:
- (a) close or terminate any open CFD position without notice to the Customer upon a failure on the part of the Customer to honour a margin call. If PSPL does not close or terminate any such open CFD position but the Customer remains in breach of applicable margin limits, PSPL may at any time close or terminate any open CFD position and decline to enter into any further positions unless a further deposit of funds is received to bring the Customer within account limits; and/or
  - (b) suspend or close the Customer's account upon the occurrence of an event of Default in accordance with Clause 11 below.

- 6. Placing of Orders** The Customer may instruct PSPL to execute any CFD contract by placing an order (in whatever form and howsoever sent, given or transmitted) with PSPL. Once an order is received by PSPL, such order is binding on the Customer provided that the Customer may give an order to withdraw, cancel, revoke or vary a previous order.

Where a Customer gives PSPL an order to withdraw, cancel, revoke or vary a previous order, PSPL shall not be obliged to execute such order until after the Customer confirms with PSPL both that the previous order has not been executed, and that the withdrawal, cancellation, revocation or variation as the case may be, will not prejudice PSPL's position.

Nothing in this agreement obliges PSPL to enter into any CFD contract with or to act on any order of the Customer, and PSPL may refuse to enter into any contract or otherwise act on any order without giving any reason. PSPL shall bear no liability whatsoever for failing to comply with any order of the Customer or for exercising or failing to exercise any discretion, power or authority conferred upon PSPL by this agreement.

PSPL shall be entitled (but not obliged) to verify and be satisfied with respect to the identity of the person purporting to give such order or the source and origin of such order and PSPL may not rely or act upon any such order unless and until PSPL is satisfied as to the matters on which PSPL sought verification.

In the event that PSPL decides to act on any order or is otherwise under an obligation to act on any order, PSPL shall be allowed such amount of time to act and implement the order as may be reasonable, having regard to the systems and operations of PSPL and the other circumstances then prevailing, and shall not be liable for any loss arising from any delay on the part of PSPL in acting on the order.

- 7. Pricing** PSPL will quote prices at which it is prepared to deal in CFDs with the Customer. The Customer acknowledges that it is possible that errors may occur in the prices of contracts quoted by PSPL which may be due to errors in the prices of the underlying financial instruments. In such circumstances, without prejudice to any rights it may have under statute or common law, neither party will be bound by any contract which purports to have been made (whether or not confirmed by PSPL) at a price which was, or ought reasonably to have been known to either party to be materially incorrect at the time of the contract. The party asserting that the contract is avoided under this clause shall give notice to the other within seven (7) calendar days of the contract. If the Customer gives notice to PSPL under this clause, PSPL shall determine, acting reasonably, whether the price quoted was materially incorrect. Except in the case of fraud, PSPL does not accept any liability for any loss or damage suffered by the Customer as a result of the Customer's reliance on a price which the Customer knew, or ought reasonably to have known, to be materially incorrect.
- 8. Margin Requirements** The Customer shall deposit and maintain in the account and/or otherwise provide PSPL with initial margin in such amounts and at such times as PSPL may in its sole and absolute discretion stipulate. PSPL may, in its sole and absolute discretion, with or without notice to the Customer, vary the margin requirements at any time and by any level, and may also stipulate that such margin requirements shall apply to existing positions as well as to new positions affected by such change.

The Customer acknowledges that PSPL may, in certain market conditions, effect an immediate change in limits or levels and/or require additional margin to be deposited immediately or within a specified period of time, which period may, in certain circumstances, be less than 24 hours, and waives any right to object on the grounds that such requirement is or was unreasonable. No previous margin levels shall set a precedent or bind PSPL. PSPL reserves the right to close-out any or all the Customer's open CFD positions upon a failure of the Customer to immediately deposit the required additional margin.

If PSPL determines that additional margin is required, a margin call will be made by PSPL and the Customer shall deposit with PSPL such additional margin within the time stipulated or close out sufficient open positions to meet the margin call, provided that, notwithstanding any such demand for additional margin, PSPL may at any time exercise its rights set out in Clause 12 below. Margin calls may be made at any time by any method of communication including telephone, voice mail, letter, fax or electronic mail.

The Customer acknowledges that the margin may be held and used to secure the performance of the Customer's obligations as well as for such other purposes as the applicable laws may permit or

stipulate for the contracts traded. All margin shall be held by PSPL, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set off in favour of PSPL for any and all of the Customer's liabilities to PSPL, whether contingent or actual, under this agreement or otherwise, and PSPL may realise any of the margin of the Customer as provided for in this agreement.

All margin shall be in such form as PSPL may stipulate and the value of any such margin shall be determined by PSPL in its sole and absolute discretion. PSPL shall be entitled to deposit, pledge, repledge or loan any margin in whatever form provided to PSPL and shall not be under any obligation to account to the Customer for any interest, income or benefit that may be derived therefrom. No interest shall be paid on any type of margin deposited by Customer with PSPL and the Customer acknowledges and consents that any interest earned on the margin deposited under this agreement may be retained by PSPL for its own account and benefit.

- 9. Withdrawal of Margin** For so long as the Customer owes moneys or obligations (of whatsoever nature and howsoever arising) to PSPL, the Customer shall only withdraw margin from PSPL with PSPL's consent. PSPL may at any time withhold any margin of the Customer pending full settlement of all such moneys or obligations of the Customer.
- 10. Multiple Deals** The Customer acknowledges that he shall not hold opposing CFD positions on the same underlying financial instrument. For example, if the Customer originally placed a sell order and subsequently placed a buy order for a CFD on the same underlying financial instrument, this will close all or part of the Customer's original sell trade and may create a new open position. If the Customer has more than one open CFD position on the same underlying financial instrument, such trades (or part thereof) will be closed in the order "First In, First Out" (commonly known as "FIFO").
- 11. Default** A "Default" shall be deemed to occur if :-
- (a) the Customer is in breach of any of these terms and conditions or fails to comply with any of its obligations hereunder or under the account or CFD contract;
  - (b) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or is the subject of a petition presented, an order made, or a resolution passed, to wind up the Customer, to place the Customer in bankruptcy or in judicial management, or to take any similar or analogous action in respect of the Customer;
  - (c) PSPL is of the opinion that the financial condition of the Customer or of any person guaranteeing the account of the Customer has materially or adversely changed since the date of the agreement or the date on which the account was opened, whichever is earlier;
  - (d) PSPL has, for more than 2 consecutive business days, been unable to establish direct contact with the Customer or any of its designated representatives; or
  - (e) PSPL forms the view, in good faith, that it should take action in order to preserve its rights or interests under the account or under its relationship with the Customer.
- 12. PSPL's Rights** Without prejudice to any other right of PSPL hereunder or otherwise at law, in the event of Default, PSPL may (but is not obliged to) immediately or at any time thereafter, do any one or more of the following:-
- (a) suspend (indefinitely or otherwise) or terminate the account, or PSPL's relationship with the Customer and accelerate any and all liabilities of the Customer to PSPL so that they shall become immediately due and payable;
  - (b) hedge and/or close-out all or any of the Customer's open positions;
  - (c) cancel any of the Customer's outstanding orders;
  - (d) apply any amounts of whatsoever nature standing to the credit of the Customer against any amounts which the Customer owes to PSPL (of whatsoever nature and howsoever arising, including any contingent amounts), or generally to exercise PSPL's right of set-off against the Customer;
  - (e) demand any shortfall from the Customer, hold any excess pending full settlement of any other obligations of the Customer, or pay any excess to the Customer; and/or
  - (f) exercise such other authority and powers that may have been conferred upon PSPL by this agreement.
- In relation to PSPL's right to close-out all or any of the Customer's open CFD positions under 12(b), the Customer accepts that PSPL may close out which of the Customer's positions and in what proportion that it decides in its absolute discretion.
- 13. Adjustments and Corporate Actions** If the underlying security of the CFD on which the Customer is trading becomes subject to possible adjustments as a result of :

- (a) a subdivision, consolidation or reclassification of shares, or a free distribution of shares to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution to existing holders of the underlying security of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer equal proportionately with such payments to holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares;
- (c) any event in respect of the shares analogous to any of the foregoing events or otherwise having a dilutive or concentrative effect on the market value of the shares,

PSPL may determine the appropriate adjustment, if any, to be made to the contract value of that CFD and/or the related contract quantity to account for the dilutive or concentrative effect necessary to preserve the economic equivalent prior to that event, to be effective as of the date determined by PSPL and such determination shall be conclusive and binding on the Customer. Notwithstanding the foregoing, PSPL reserves the right to close all open positions relating to the underlying security before the occurrence of the abovementioned adjustments.

**14. Market Disruption** On the occurrence of any of the following circumstances or events:

- (a) if the underlying security on which the Customer is trading is the subject of a take-over offer or merger offer or the issuer of such equity has entered into or is the subject of insolvency or liquidation proceedings;
- (b) any event which disrupts the market, including the suspension of or limitation of trading by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise howsoever and which is, in the sole determination of PSPL, material,

PSPL may in its absolute discretion with or without notice to the Customer (and without prejudice to any other rights or remedies it may otherwise have under these terms and conditions or at law):

- (i) close any or all open positions, refuse any trades, cancel any orders and fill any orders in each case at such level as PSPL may consider in good faith to be appropriate in all the circumstances;
- (ii) suspend or modify the application of any of these terms and conditions to the extent that it is impossible or not reasonably practicable to comply with them;
- (iii) take all such other actions as PSPL deems appropriate in the circumstances; and

in the absence of fraud or bad faith, PSPL shall not be liable to the Customer for any loss, cost, claim, damage, demand or expense of whatever nature the Customer may suffer or incur in connection with and howsoever arising.

**15. Account Adjustment for Dividends** The Customer agrees that an adjustment to the Customer's account shall be made with reference to any dividend attributable to the underlying security of any CFD and shall be made and calculated as follows:

- (a) where the Customer holds a long position, PSPL shall adjust the account in favour of the Customer by the net dividend per share multiplied by the contract quantity; and
- (b) where the Customer holds a short position, PSPL shall adjust the account in favour of PSPL by the gross dividend per share multiplied by the contract quantity.

**16. Interest, Commissions and Charges** The Customer shall promptly pay all interest, commissions and charges at such rates and in such manner as PSPL may in its sole and absolute discretion impose and stipulate from time to time with respect to the execution, performance and/or settlement of any contract or otherwise for the maintenance of the CFD Account. The Customer shall make payment to PSPL's order promptly of any outstanding sum on the due date of the relevant contract, or upon demand by PSPL as provided for in this agreement. PSPL shall be entitled to charge interest on any sum or payment due to PSPL from the Customer at such rate and calculated and/or compounded in such manner as PSPL may, in its sole and absolute discretion, impose and determine from time to time and to debit the Customer's account in respect of the interest due.

**17. Waiver of Interest** The Customer acknowledges and agrees that the provisions of Part A clause 4 shall mutatis mutandis apply to with respect to interest that may be earned by such credit balances as may be held in the Customer's account.