

Leveraged Foreign Exchange Trading Corporate/ Institution Terms of Business

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

1. Definitions

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

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

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

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

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

“**CGI Group**” means China Galaxy International Financial Holdings Limited and its related corporations (as defined in the Companies Act (Cap 50)).

“**CGS-CIMB Group**” means CGS-CIMB and CGS-CIMB’s Affiliate collectively.

“**CIMB Group**” means CIMB Group Sdn. Bhd. and its related corporations (as defined in the Companies Act (Cap 50)).

“**CGS-CIMB’s Affiliate**” means (i) a related corporation (as defined in the Companies Act, Chapter 50, Singapore Statutes) of CGS-CIMB; (ii) a corporation in which CGS-CIMB or any member of the CGI Group or the CGS-CIMB Group owns or controls, directly or indirectly, between 20% to 50% (both inclusive) of the equity of such corporation; (iii) a member of the CGI Group; and/or (iv) a member of the CGS-CIMB Group.

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

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

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

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

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

“**Contractual Currency**” means the applicable currency specified by a currency-pair symbol on which the relevant Investments are traded.

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

“Event of Default” means (a) the Client failing to pay any sum under these Terms of Business when due; (b) the Client failing to take delivery of any property under these Terms of Business when due; (c) the Client failing to perform any of its obligations under the terms and conditions of these Terms of Business, including, without limitation, failing to provide margins or variation adjustments upon CGS-CIMB’s request, and not remedying such failure within such time period as may be specified by CGS-CIMB at its sole and absolute discretion whether in writing or otherwise, and where such failure arises in relation to a Margin call, an Event of Default shall be deemed to have occurred if such default is not remedied within three (3) Business Days; (d) where the Client is a corporation, immediately upon the Client convening a meeting of its creditors or the making of a proposal for a voluntary arrangement or the making of a proposal for any other composition, scheme or arrangement with (or assignments for the benefit of) its creditors or upon the Client being unable to pay its debts within the meaning of the Companies Act, Chapter 50, Singapore Statutes, or upon the appointment of a trustee, receiver, judicial manager or similar officer in respect of all or any part of the business or assets of the Client or upon the presentation of an application or the convening of a meeting for the purposes of considering a resolution or other steps being taken for the winding-up of the Client or for the making of an administration order or upon a material adverse change in the Client’s financial position which in CGS-CIMB’s opinion, may affect the Client’s ability to perform the Client’s obligations under these Terms of Business; (e) where the Client is an individual, immediately upon the death or the bankruptcy of the Client or upon the Client petitioning for a voluntary arrangement under the Bankruptcy Act, Chapter 20, Singapore Statutes, or upon any order under the Mental Capacity Act, Chapter 177A, Singapore Statutes, being made in respect of the Client; (f) the levying of any attachment against the Accounts of the Client; (g) any representation, warranty or statement made by or deemed made or given by the Client under these Terms of Business being or becoming incorrect, untrue or misleading in any material respect when made or repeated or deemed to have been made or repeated; (h) upon CGS-CIMB considering, in its reasonable belief, it necessary or desirable to prevent a breach of the Market Requirements or of good standard of market practice; (i) the Client admitting to CGS-CIMB its inability to, or its intention not to, perform any of its obligations hereunder and/or in respect of any loan, debenture, mortgage or agreement; (j) any of the assets of the Client being transferred or ordered to be transferred to a trustee by a regulatory authority pursuant to any securities regulating legislation or seized, nationalised, expropriated or compulsorily acquired by any government or agency; or (k) where CGS-CIMB considers it necessary or desirable for its own protection or upon a material adverse change in the Client’s position which in CGS-CIMB’s opinion, may affect the Client’s ability to perform or comply with the Client’s obligations under these Terms of Business.

“Investments” means Options Contracts, Leveraged FX Contracts and OTC products.

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

“Leveraged FX Contract” means a spot FX contract between CGS-CIMB and the Client that can only be closed by a reverse contract, and the difference between the two contract values will be cash-settled on a certain agreed Maturity Date.

“Leveraged FX/Options Trading Services” means services provided by CGS-CIMB in connection with Leveraged FX/Options Contracts.

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

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

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

“Maturity Date” means the date on which, under the contracted agreements, the Leveraged FX Contract is to be delivered or received.

“Misprice” or “Mispriced” means that a transaction has been performed on a wrong price due to factors which include, but is not limited to a mis-quote price feed from any of CGS-CIMB’s third party liquidity providers, an unexpected technical fault, delays due to internet connection or occasions whereby a position is open or closed based on latent prices that do not reflect the correct market price at the time of the transaction, resulting in an inaccurate profit or loss.

“OTC” means over-the-counter.

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

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

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

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

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

- 1.2 Words importing only the singular number includes the plural number and vice versa. Words importing the masculine gender include the feminine and neuter gender and vice versa. References to clauses are references to clauses of these terms and conditions. Headings in these terms and conditions are inserted for ease of references and shall not affect the interpretations thereof.
- 1.3 All references to clauses, unless otherwise specified, are references to clauses in these terms and conditions.
- 1.4 Unless otherwise specified, a reference to time is to Singapore time.

2. Appointment And Services

- 2.1 The Client requests and authorises CGS-CIMB to open an account or accounts in the Client’s name for the purpose of purchasing, executing, investing in, selling, exchanging, clearing for sale and purchase, otherwise disposing of, and generally dealing in and with any and all kinds of Investments including, if necessary, for the provision of the Services (the “**Accounts**”).
- 2.2 The additional terms and conditions applicable to the provision of a particular Service are set out in the relevant Services Annex and, where applicable, any other supplemental agreement to these Terms of Business. Such additional terms and conditions shall be deemed to be incorporated into and form part of these Terms of Business. The Services offered by CGS-CIMB include the Leveraged FX/Options Trading Services. CGS-CIMB may, from time to time and at its sole and absolute discretion, provide the Client with other Services, the terms of which will be notified to the Client in writing and, where necessary, the Client may be required to agree to such terms in writing. Any such additional terms will thereafter form a part of and be supplemental to these Terms of Business.
- 2.3 The Client agrees to provide CGS-CIMB with certified copies of such documents as CGS-CIMB may request and to do such things as CGS-CIMB may, in its sole and absolute discretion, deem necessary or desirable to ratify or confirm anything done or to be done by CGS-CIMB or its agents in the exercise of its rights and powers pursuant to or arising from these Terms of Business.
- 2.4 The Client agrees that CGS-CIMB may in its sole and absolute discretion, and for the purposes of client facilitation or otherwise, provide the Client with foreign exchange transactions in relation to the Services and/or the payment, combination, set-off, application, transfer or otherwise of the Client’s transactions at such rate as CGS-CIMB may in its reasonable discretion determine and further agrees that the Client shall bear and be solely responsible for all currency exchange risks arising therefrom or otherwise.

3. Agents

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

4. Instructions

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

5. Transactions

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

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

6. Client Money

- 6.1 The Client agrees and acknowledges that CGS-CIMB shall be entitled to, subject to any applicable Market Requirements and applicable laws and regulations, deposit any cash balances in any of the Client's Accounts with any financial institutions as CGS-CIMB shall, in its sole and absolute discretion, think fit, including without limitation, with any of CGS-CIMB's Affiliates.
- 6.2 The Client agrees and acknowledges that, unless otherwise agreed in writing by CGS-CIMB in its absolute discretion, the Client shall not be entitled to receive any interest in respect of any cash balances in any of the Client's Accounts held by CGS-CIMB for and on the Client's behalf for any reason whatsoever and further that all such interest shall belong to CGS-CIMB and be retained by CGS-CIMB.

- 6.3 The Client agrees that unless the Client instructs CGS-CIMB in writing otherwise, CGS-CIMB shall credit the proceeds of any sale of Investments pursuant to these Terms of Business, less all amounts which CGS-CIMB is entitled to deduct under these Terms of Business or required to deduct under applicable laws or regulations, to the Client's Accounts.

7. Commission, Fees And Other Charges

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

8. Termination

- 8.1 The Services pursuant to these Terms of Business may be terminated:
- (a) for any reason whatsoever by either Party giving the other Party seven (7) days' notice in writing; or
 - (b) by CGS-CIMB immediately without prior notice upon the occurrence of an Event of Default or in order to comply with any Market Requirements.
- 8.2 The termination of the Services shall not prejudice, impair or otherwise adversely affect the completion of transactions already initiated between the Parties or any of CGS-CIMB's rights or remedies in respect of or arising from an antecedent breach of the Terms of Business by the Client.
- 8.3 The Client agrees that any warranties, representations, undertakings and indemnities given by the Client pursuant to these Terms of Business, and the provisions of Clauses 9, 10, 11, 15, 16, 18, 20, 21, 24, 25, 26, 27, 28, 29, 30 and 31 shall survive the termination of the Services.

- 8.4 Unless otherwise stated in writing, the date on which CGS-CIMB terminates the Services pursuant to Clause 9.1 shall be deemed to constitute the termination date (the “**Termination Date**”).
- 8.5 Upon the termination of the Services pursuant to Clause 9.1, CGS-CIMB may, but shall not be obliged to, notify the Client of the day on which CGS-CIMB will terminate all transactions pursuant to and in respect of these Terms of Business.
- 8.6 Upon the occurrence of an Event of Default or on and from the Termination Date (as the case may be):
- (a) CGS-CIMB may decline to accept, cancel and/or withdraw any instructions from the Client;
 - (b) CGS-CIMB may Close Out all or any Leveraged FX/Options Contracts held on the Client’s behalf;
 - (c) CGS-CIMB will not be obliged to make any further payments or deliveries under any of the Client’s transactions which would otherwise have fallen due for performance pursuant to these Terms of Business, and such obligations will be satisfied by settlement (whether by payment, set-off or otherwise) of the amount calculated in accordance with Clauses 9.6 (d) and (e) below;
 - (d) (where applicable) CGS-CIMB will determine, in respect of each transaction set out in Clause 9.6 (c) above, the total cost, loss or gain in such currency in its sole and absolute discretion including, without limitation, any loss of bargain, cost of funding, stock borrowing, penalties or fines or other consequential costs, as a result of the termination of each payment or delivery which would otherwise have been required to be made under each particular transaction;
 - (e) CGS-CIMB may apply any balances in the Client’s Accounts towards the discharge of the Client’s liabilities to CGS-CIMB;
 - (f) CGS-CIMB will have the right, without notice to the Client, to combine or consolidate all the Client’s Accounts and the Accounts of the Client’s Affiliates (where applicable), to convert any sums of money into such currencies as CGS-CIMB may consider appropriate, and to set-off or transfer any monies, securities, Investments or other property held for the benefit of the Client and that of the Client’s Affiliates in or towards satisfaction of the Client’s indebtedness and/or obligations including, without limitation, margin maintenance obligations or liabilities (whether actual or contingent) which may be due, owing or payable to CGS-CIMB, its correspondent brokers, the Exchanges, Clearing Houses, FX Counterparties or whatsoever in respect of the Client’s Investments;
 - (g) CGS-CIMB will have the right to sell, realise or otherwise deal with all or any of the monies, securities, Investments or other property held by any member of the CGS-CIMB Group anywhere in the Client’s name or for the Client’s account and apply the proceeds in or towards the satisfaction of the Client’s outstanding obligations and liabilities (if any) towards CGS-CIMB, its correspondent brokers, the Exchanges, Clearing Houses, FX Counterparties or whatsoever in respect of the Client’s Investments;
 - (h) CGS-CIMB will have the right to close all or any of the Client’s Accounts, including, without limitation, liquidating all or any open positions in such Accounts;
 - (i) CGS-CIMB may Close Out, replace or reverse any transaction, enter into any other transaction or take, or refrain from taking, such other action at such times and in such manner as CGS-CIMB considers necessary or appropriate to cover, reduce or eliminate any loss or liability under or in respect of any Investments, positions or commitments;
 - (j) for the period from the Termination Date until the date CGS-CIMB remits any credit balance to the Client in accordance with Clause 9.6 (k), CGS-CIMB shall be entitled to charge an administration fee to be notified to the Client in writing in connection with the termination of the Services and closure of the Client’s Accounts; and
 - (k) CGS-CIMB may thereafter, send the Client a remittance of any remaining credit balances to the Client’s last known address by prepaid post, or such other means as CGS-CIMB may determine in its sole and absolute discretion.
- 8.7 Without prejudice to the foregoing, upon the occurrence of an Event of Default, CGS-CIMB is hereby granted an irrevocable power of attorney for and on behalf of and in the name of the Client (with the power to appoint a substitute or substitutes as CGS-CIMB may in its sole and absolute discretion think fit) or otherwise to execute all documents and otherwise perfect any documents, deeds, assurances, agreements, instruments and transfers, and do all acts and things which may be proper, necessary or appropriate for the full exercise of the authorities, rights and powers of CGS-CIMB under these Terms of Business. The Client hereby undertakes to ratify and confirm everything that CGS-CIMB or its duly appointed substitute or substitutes shall lawfully do or purport to do or cause to be done pursuant to the power of attorney granted under this Clause.

9. Security And Rights Over The Client's Accounts

- 9.1 If an Event of Default has occurred or is threatened to occur, the Client authorises CGS-CIMB, without prior notice to the Client, to set-off or transfer any sum standing to the credit of any of the Client's Accounts with CGS-CIMB or any other account opened and maintained by the Client with any of CGS-CIMB's Affiliates, wherever situate, in or towards satisfaction of all present, future, several or joint, secured or unsecured, actual or contingent obligations, liabilities or monies whatsoever at any time owing, due or incurred by the Client to CGS-CIMB or any Account or in respect of the Services and, where such combination, set-off or transfer requires the conversion of one currency into another, such conversion shall be calculated at a rate of exchange prevailing in such foreign exchange market as CGS-CIMB shall in its sole and absolute discretion think fit.
- 9.2 Without prejudice to any rights or remedies that CGS-CIMB may be entitled to by law or otherwise, and whether or not an Event of Default has occurred or is threatened to occur, the Client expressly grants to CGS-CIMB:
- (a) a general and continuing lien over all or any part of the Client's interest in any funds (including, without limitation, any deposit or margin payments), securities, Commodities or other property held by CGS-CIMB for any purpose or in the custody of CGS-CIMB in any Account on behalf of the Client (either individually or jointly with others) or which may be in CGS-CIMB's possession to secure the payment of all monies now or later due payable actually or contingently whether under these Terms of Business or otherwise howsoever;
 - (b) the right at any time without notice to the Client to debit or set-off any amount standing to the credit of any of the Client's Accounts with CGS-CIMB in satisfaction of any liabilities or monies at any time owing, due or incurred by the Client to CGS-CIMB or any Account or in respect of the Services;
 - (c) the sole and absolute discretion at any time to sell or otherwise realise any such securities, Commodities and other property from time to time held by the CGS-CIMB Group and to apply the proceeds of any such sale or realisation in satisfaction of such liabilities or monies at any time owing, due or incurred by the Client to CGS-CIMB or any Account or in respect of the Services;
 - (d) the right at any time without notice to the Client to apply any assets held by CGS-CIMB for the Client's account in or towards the discharge of all monies now or later due payable actually or contingently whether under these Terms of Business or otherwise howsoever; and
 - (e) the right at any time without notice to the Client to combine and/or consolidate all or any of the Client's Accounts.
- 9.3 For the avoidance of doubt, in the event that a debit balance arises on any of the Client's Accounts, neither CGS-CIMB nor any member of the CGS-CIMB Group shall nor shall be deemed to be, obliged to make available or continue to make available any credit facilities. In particular, but without prejudice to the Client's obligations in respect of any debit balance which CGS-CIMB or any member of the CGS-CIMB Group permits to arise, the fact that CGS-CIMB and/or any member of the CGS-CIMB Group permits a debit balance to arise on any Accounts so debited shall not impose or imply an obligation on CGS-CIMB or such member of the CGS-CIMB Group to advance monies or incur any obligation on the Client's behalf on any subsequent occasion.

10. Representations And Warranties

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

- (a) the Client has the power and the capacity, and has taken all necessary action, to enter into, execute, deliver and perform the Client's obligations under these Terms of Business and each transaction and to grant the security interests and powers referred to herein and that such obligations are valid and binding on the Client and are enforceable in accordance with their respective terms;
- (b) the entry into, execution and delivery of these Terms of Business and each transaction by the Client does not (i) require any consent or approval of any person which has not already been obtained; (ii) violate any applicable law or regulation, Market Requirement, or any order, injunction, decree, award or condition of any government, public body, judicial, administrative or organisation presently having jurisdiction over the Client; or (iii) result in the breach of, or would constitute a default under, any agreement to which the Client is a party or a surety, and in particular, any agreement relating to any loan, mortgage, bond, deed or guarantee;

- (c) where required, the Client has or will obtain, and maintain in effect, in relation to all transactions in Investments, all necessary consents of any governmental or other regulatory body or authority applicable to each transaction and that the Client will comply with the terms of the same and all applicable laws and regulations and directives of such bodies and authorities;
- (d) the persons entering into these Terms of Business and each transaction on the Client's behalf have been duly authorised by the Client to do so;
- (e) no Event of Default has occurred or which, with the passage of time or the giving of notice, or both, has occurred or is continuing or would occur in consequence of the Client entering into these Terms of Business or a transaction;
- (f) the Client is permitted under its constitution and any applicable Market Requirements, and is financially able, to sustain any loss which may result from any transaction;
- (g) the Client beneficially owns or is otherwise entitled to transfer the Investments transferred to or placed with CGS-CIMB, its agents or nominees, or charged in CGS-CIMB's favour and/or the assets that are deposited in respect of the Margin and that such Investments and/or assets deposited in respect of the Margin are free and clear from any prior mortgage, charge, lien or other encumbrance whatsoever and the Client will not further pledge, charge or encumber such Investments or grant any lien over them while it is pledged or charged in favour of CGS-CIMB except with CGS-CIMB's prior written consent;
- (h) the Client is not a resident of the United States of America, its territories, possessions and areas subject to its jurisdiction;
- (i) the Client is the principal of the Account and that no person other than the Client has or will have any interest in the Account; and
- (j) all the information which the Client provides or has provided is accurate, true and complete and is not misleading and shall remain accurate, true and complete and not misleading.

11. Dealing As Principal

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

12. Conflicts Of Interest

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

13. Fiduciary Duty

- 13.1 The Client understands and is fully aware of the risks involved in relation to the Investments and/or any transactions CGS-CIMB may execute on the Client's behalf and will not hold CGS-CIMB liable for any losses whatsoever (direct, indirect, special, consequential, punitive or otherwise), loss of investment opportunity or failure to make a profit suffered or incurred by the Client as a result of or in connection with such Investments or transactions.
- 13.2 The Client acknowledges that it is the Client's responsibility to obtain independent tax, accounting and other financial advisers in determining whether to enter into, terminate or take any action with respect to any transaction in respect of Investments or otherwise, or in assessing the merits, suitability, value or effects of any such transaction in light of the Client's experience, objectives, financial and other relevant circumstances and agrees that CGS-CIMB shall have no liability or responsibility whatsoever to the Client for any losses whatsoever (direct, indirect, special, consequential, punitive or otherwise), loss of investment opportunity or failure to make a profit suffered or incurred by the Client as a result of or in connection with such Investments or transactions.
- 13.3 The Client acknowledges that trading, investing or otherwise dealing with the Investments are subject to investment and market risks, including the possible loss of the principal amount invested and that CGS-CIMB does not give any warranty as to the suitability of the Investments traded under the transactions nor does CGS-CIMB assume any fiduciary duty to the Client.
- 13.4 Without prejudice to generality of the foregoing, the Client acknowledges that any information that may be provided by CGS-CIMB, its employees and/or agents in relation to the Investments shall not be taken as representations or advice to the Client, and that the Client shall not in any circumstances rely on such information. The Client further acknowledges that CGS-CIMB does not make any warranty to the Client in relation to the value, merit or suitability of the Client's transactions.

14. Liability And Indemnity

- 14.1 CGS-CIMB and/or its directors, officers, employees or agents shall not be liable to the Client in respect of any direct or indirect losses, damages, costs or expenses incurred or suffered by the Client under or pursuant to or arising from these Terms of Business whatsoever unless such loss or damage arises directly from the gross negligence or fraud of CGS-CIMB, its directors, officers, employees or agents. Without prejudice to the foregoing, CGS-CIMB shall not in any circumstances be liable for any consequential or special damages.
- 14.2 Without prejudice to the foregoing, CGS-CIMB and/or its directors, officers, employees or agents shall not be liable to the Client in respect of any delays, errors, interruptions or failures in any communication or correspondence including, without limitation, the delivery of confirmations or transmission of orders, or for any other matters in relation to a transaction due to the breakdown, unavailability, interruption, error or failure of telephone, facsimile, or other electronic communication lines or electronic system or other communication facilities or equipment howsoever caused unless arising directly from the gross negligence or fraud of CGS-CIMB, its directors, officers, employees or agents.
- 14.3 No claim relating to or arising from the provision of the Services shall be made unless written notice of such claim (specifying in detail with evidence supporting the Client's claims) shall have been given to CGS-CIMB not later than six (6) months from the date such alleged claim arose.
- 14.4 The Client undertakes to fully indemnify and hold harmless the CGS-CIMB Group, and keep the CGS-CIMB Group indemnified, from and against and in respect of all liabilities, losses, damages, claims, demands, charges, costs, expenses (including, without limitation, legal fees and costs on a full indemnity basis), actions and proceedings whatsoever which may be taken against or sustained or incurred by the CGS-CIMB Group directly or indirectly from or by reason of or in relation to or arising from or in connection with the provision of the Services or otherwise pursuant to the Terms of Business or the breach of these Terms of Business on the part of the Client and the Client shall pay and reimburse the same to the CGS-CIMB Group on demand at any time or from time to time.

15. Effect Of Terms Of Business; Amendment; Conflict

- 15.1 These Terms of Business are legally binding and govern the manner in which CGS-CIMB may provide the Client with Services and shall apply to all relationships, Accounts and funds held by CGS-CIMB on behalf of the Client and shall take effect when the Client signifies the Client's acceptance by placing an order with CGS-CIMB following the Client's receipt of these Terms of Business.
- 15.2 These Terms of Business constitute the entire agreement between the Parties with respect to the subject matter hereof and supersedes all previous terms of business or agreements between the Parties, whether written or oral, relating to the same subject matter.
- 15.3 The Client agrees to be bound by any amendments to these Terms of Business as may be determined by CGS-CIMB in its sole and absolute discretion and notified to the Client in writing from time to time. If the Client gives notice in writing to CGS-CIMB objecting to the amendments of the terms and conditions, such notice of objection by the Client shall, unless otherwise accepted by CGS-CIMB in its sole and absolute discretion, be deemed to be a notice to terminate all of the Client's agreements with CGS-CIMB.
- 15.4 Subject to Clause 16.1, in the event of any conflict between these Terms of Business and any provision of a Services Annex, the latter shall prevail.
- 15.5 Notwithstanding Clause 16.4, in the event of any conflict between these Terms of Business (including any Services Annexes) and any of the Market Requirements, the latter shall prevail.
- 15.6 The Client undertakes to notify CGS-CIMB of any changes in any material information provided by the Client in or pursuant to these Terms of Business, including, without limitation, changes in the Client's contact information and authorised signatories.

16. Capacity

- 16.1 CGS-CIMB may from time to time in its sole and absolute discretion execute or effect any of the Client's transactions pursuant to these Terms of Business through another company, whether within the CGS-CIMB Group or otherwise, whether local or overseas, and the Client hereby acknowledges that CGS-CIMB may from time to time act as agent for any such company and engage sub-agents from outside the CGS-CIMB Group upon such terms as it may decide in its sole and absolute discretion and the Client shall not under any circumstances be regarded as a client of any such company unless such company agrees to the same in writing. The Client acknowledges that CGS-CIMB shall not in any circumstances be liable to the Client for any act or omission of such entity of any kind or nature whatsoever (including, without limitation, those resulting from the fraud, negligence or wilful default on the part of such entity) as a result of or arising from or pursuant to such arrangement.

17. Capacity

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

18. Market Requirements

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

19. Force Majeure

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

20. Notices And Service Of Documents

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

21. Disclosure Of Information

- 21.1 The Client hereby expressly authorises and permits CGS-CIMB and each of its authorised representatives (including but not limited to its officers, employees and agents) to divulge, reveal or disclose any or all of the particulars of the Accounts, including but not limited to information relating to any transaction or dealings between the Client and CGS-CIMB to:

- (a) the CGS-CIMB Group, or entity currently or which in the future may be associated with the CGS-CIMB Group, including representative and branch offices, and their respective authorised representatives (including but not limited to its directors, employees and agents) (“**Authorised Parties**”);
- (b) the auditors, legal advisors and other professional advisors of the CGS-CIMB Group and the Authorised Parties;
- (c) any person or organisation participating in the provision of electronic or, without limitation, other services in connection with services utilised by the Client, whether in Singapore or elsewhere for the purpose of the operation of the Accounts including but not limited to investigating discrepancies or claims;
- (d) any third party printer, agent or storage or archival service provided (including but not limited to any provider of microfilm service or any electronic storage, archival or recording facility) for the purpose of making, printing, mailing, storing, microfilming and/or filing personalised statements of accounts, labels, mailers or any other document or items on which the Client’s name and/or other particular appears, or any data or record of any document whatsoever;
- (e) the police or any other public officer or any representative of any governmental or regulatory body conducting an investigation in connection with any offence;
- (f) any Exchange, government or regulatory body or governmental (including quasi-governmental) authority or tribunal or courts of Singapore or other jurisdictions, including the jurisdictions in which the Client has traded the Investments or where any of CGS-CIMB’s overseas business operations are situated;

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

21.2 The Client authorises CGS-CIMB to make such enquiries and carry out such credit checks on the Client and to obtain from any third party (including without limitation any credit bureau or credit agency) any and all of the Client's information with such third party as CGS-CIMB may in its sole and absolute discretion deem fit, and undertake to execute and deliver such document as CGS-CIMB may require for the purposes of such enquires, credit checks and assessments and the obtaining of such information, including but not limited to, a letter of authorisation in such form as CGS-CIMB may require.

21.3 The Client agrees to provide any information as CGS-CIMB may require and/or as is necessary to verify the Client's identity and do all things necessary to enable CGS-CIMB to comply with applicable anti-money laundering and "know your client" laws and regulations. Without prejudice to any provision herein, the Client agrees that CGS-CIMB shall be held harmless against any loss arising as a result of any delay or failure to process any application or transaction if such information and documentation as has been requested by CGS-CIMB has not been provided by the Client.

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

22. Electronic Communications

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

22.2 The Client understands and accepts that:

- (a) CGS-CIMB is not responsible for order-routing and CGS-CIMB cannot execute any order that it has not received;
- (b) orders transmitted via the Electronic Communications may not be executed immediately or according to time priority;
- (c) in the case of market orders, the Client will receive the price at which the Client's order is executed by CGS-CIMB's FX system, which may be substantially different from the price at which the Investments are traded when the Client's order is placed;

- (d) an order can be cancelled (i) if the Client's request to cancel the order is received before the order is executed, or (ii) at the sole and absolute discretion of CGS-CIMB.

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

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

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

23. Supplemental Agreement

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

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

24. Assignment

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

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

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

25. Severability

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

26. Rights Cumulative

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

27. Waiver

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

28. Time Of Essence

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

29. Further Assurances

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

30. Contracts (Rights Of Third Parties) Act

Save as expressly provided, any person who is not a Client or a party to any agreements, contracts or arrangements with CGS-CIMB to which these Terms of Business apply shall have no right under the Contracts (Rights of Third Parties) Act, Chapter 53B, Singapore Statutes, to enforce or enjoy the benefits of any provision of these Terms of Business.

31. Laws And Jurisdiction

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

Leveraged FX Trading/Options Services Annex

1. Definitions and Interpretation

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

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

“**Full-Settled FX Contract**” means a spot or forward FX contract between CGS-CIMB and the Client under which each agree with the other to exchange a certain amount of one currency for a certain amount of another currency for delivery on a certain settlement date on a leveraged basis.

“**FX swap points**” means interest paid or earned for holding currency spot position overnight. Each currency has an overnight interbank interest rate associated with it, and every trade involves two different currencies and interest rates.

“**Leveraged FX Contract**” means a spot or forward FX contract between CGS-CIMB and the Client that can only be closed by a reverse contract, the difference between the two contract values will be cash-settled on a certain agreed maturity date.

“**Margin**” means collateral and margin including, without limitation, initial margin, additional margin, variation adjustment and interest rate cash adjustment according to CGS-CIMB’s standard margin call procedures in usual market conditions as determined by CGS-CIMB in its sole and absolute discretionary as may be notified by CGS-CIMB to the Client from time to time.

“**NDF**” which stands for non-deliverable forwards, means a forward contract between CGS-CIMB and the Client that can be closed at Spot Fixing Price on the contracted Maturity date, the difference of two contract values will be cash-settled in convertible currency.

“**Spot Fixing Rate**” refers to the mutually agreed price for NDF between market participants and, that is agreed between market participants to buy or sell a contract at the same price.

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

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

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

2. Effect of Terms of Business; Amendment

- 2.1 This Annex shall apply to the Client if the Client requested in the Application Form that CGS-CIMB provides the Client with the Leveraged FX/Options Trading Services in Singapore.
- 2.2 The terms and conditions set out in this Annex shall apply to all Leveraged FX/Options Trading Services provided by CGS-CIMB to the Client in addition to, and supplemental to, the terms and conditions set out in the Terms of Business. To the extent that there is any conflict between the terms in this Annex and the Terms of Business, the terms in this Annex shall prevail.

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

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

3. Appointment, Services, Tradable Currency-Pairs

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

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

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

3.4 CGS-CIMB may at any time in its absolute discretion and without giving the Client any reasons therefor, and without incurring any liability on its part, impose limits on the Leveraged FX/Options Contract that the Client may enter into, including limits on the maturity periods of any Leveraged FX/Options Contract and the aggregate amount of Leveraged FX/Options Contracts outstanding at any given time. The Client agrees to be bound by and shall not exceed any such limits imposed by CGS-CIMB. For the avoidance of doubt, the Client shall continue to be liable to CGS-CIMB for any liabilities incurred by the Client over and above the limits set by CGS-CIMB.

3.5 From time to time, based on the changes in market conditions, CGS-CIMB, at its sole and absolute discretion, may change the tradable currency-pairs that is being offered to the Client. CGS-CIMB will notify the Client of any changes to the tradable currency-pairs being offered as soon as is practicable prior to any change to the tradable currency-pairs that is being offered to the Client.

3.6 In respect of each Leveraged FX/Options Contract, CGS-CIMB may send to the Client a written Confirmation setting out such details of the Leveraged FX/Options Contract as CGS-CIMB may select. In the event of any inconsistency between the provisions of the Terms of Business, this Annex and the provisions of a Confirmation, the Confirmation will prevail for the purposes of the relevant Leveraged FX/Options Contract. CGS-CIMB and the Client agree that each Confirmation will supplement, form part of and be subject to these Terms of Business, such that these Terms of Business and all Confirmations will constitute a single agreement between the parties.

3.7 Notwithstanding Clause 5.1 of the Terms of Business, unless otherwise notified by CGS-CIMB to the Client, CGS-CIMB shall be the Client's counterparty in all Leveraged FX/Options Contracts.

4. Margin

4.1 The Client shall maintain such Margin (whether in the form of cash, guarantee or other security as may be determined by CGS-CIMB from time to time) in such amounts and at such times as CGS-CIMB may require in respect of the Leveraged FX/Options Trading Services. Unless otherwise agreed, the Client shall be required to provide initial Margin upfront and, thereafter, to provide such further Margin to ensure a proper discharge of the Client's liabilities in respect of Leveraged FX/Options Contracts (whether actual or contingent). The Client agrees that CGS-CIMB may refuse to execute the Client's instructions with respect to any Leveraged FX/Options Contracts unless the Client pays such amount as CGS-CIMB may require in respect of Margin.

4.2 Unless otherwise agreed by CGS-CIMB in writing, Margin requirements are normally calculated on all open positions with the same Maturity Date on a net basis and on all open positions with the different Maturity Dates on a gross basis at the end of each trading day and are not interest-bearing.

4.3 The Client requests and authorises CGS-CIMB to communicate Margin calls to the Client over the telephone or in writing.

4.4 The Client agrees and acknowledges that time is of the essence for the payment of any Margin and must be met by such time as CGS-CIMB may specify. In the event that no time is stipulated by CGS-CIMB when making a demand, the time for payment of Margin shall be deemed to be 4.00pm on the next Business Day.

- 4.5 All deposits and payments in respect of the Margin and for any purpose shall be made in cleared funds and in such currency and such amounts as CGS-CIMB may, at its sole and absolute discretion require. CGS-CIMB may, at its sole and absolute discretion, decide whether or not to accept assets other than cash as Margin. Where securities or other assets are deposited as Margin, CGS-CIMB shall be entitled to assign a notional value to such assets (which may not correspond to any market value) determined by CGS-CIMB at its sole and absolute discretion for the purposes of calculating the Margin requirement, and the Client agrees that CGS-CIMB may, at its sole and absolute discretion, change the notional value from time to time.
- 4.6 All cash denominated in any currency that is held in any of the Client's accounts with CGS-CIMB may be treated by CGS-CIMB as collateral and may be deemed to be deposited as Margin.
- 4.7 The Client agrees and acknowledges that all rights, title and interests in and to any funds, payments, securities and/or assets deposited in respect of the Margin shall become the absolute property of CGS-CIMB free and clear of any security interest, mortgage, lien, claims, charges, encumbrance or other restriction or any equity, right, title or other interest of the Client or any third person (other than a lien routinely imposed on all securities in a relevant clearance system), and CGS-CIMB shall only have a contractual obligation to return equivalent assets of the same type, nominal value, description and amount as the Margin transferred to CGS-CIMB. Without prejudice to any rights or remedies that CGS-CIMB may be entitled to pursuant to the Terms of Business, by law or otherwise, CGS-CIMB may in its sole and absolute discretion, realise, dispose or otherwise deal with such funds, securities and/or assets in any manner as CGS-CIMB may determine.
- 4.8 The Client agrees and acknowledges that CGS-CIMB shall have the right, at its option, to Close Out all or any of the Client's outstanding Leveraged FX/Options Contracts where Client fails to provide the required Margin by the time prescribed by CGS-CIMB and/or if CGS-CIMB determines that the Client has exceeded any of the prescribed limits, and/or reached or breached any Margin requirements, provided always that nothing in the Terms of Business shall be construed as prejudicing or limiting any lawful claim or lien which CGS-CIMB may have in respect of any money held in any segregated bank account or in respect of any money received for the purchase of Leveraged FX/Options Contracts contemplated by the Terms of Business or from the sale of Leveraged FX/Options Contracts before the money is paid into such segregated bank account. The Client shall fully indemnify and hold harmless the CGS-CIMB Group, and keep the CGS-CIMB Group indemnified, from and against and in respect of all liabilities, losses, damages, claims, demands, charges, costs and expenses (including, without limitation, legal fees and costs on a full indemnity basis) which may be sustained or incurred by CGS-CIMB Group from or in connection with the failure by the Client to meet any Margin call.
- 4.9 CGS-CIMB reserves the right to change the Margin requirements at any time in its sole and absolute discretion. Any such change in Margin requirements shall apply to existing positions as well as to any new positions that may be held by the Client. Upon the Client's written request, CGS-CIMB may, subject to the foregoing and in its sole and absolute discretion, transfer to the Client any deposits, payments or assets that may from time to time be in excess of CGS-CIMB's Margin requirements.
- 4.10 For the avoidance of doubt, any failure by the Client to comply with CGS-CIMB's Margin requirements shall be regarded as an Event of Default under the Terms of Business which shall entitle CGS-CIMB to exercise its rights thereunder including, without limitation, those specified in Clause 9 of the Terms of Business with respect to the closing out of the Leveraged FX/Options Contracts and the use of Margin held in respect thereof. The Client acknowledges and confirms that the receipt or use of Margin by CGS-CIMB shall not operate as a waiver or discharge of CGS-CIMB's rights under, or liens created by, the Terms of Business or otherwise by operation of law.

5. Foreign Currency Transactions

- 5.1 If the Client directs CGS-CIMB to enter into a Leveraged FX/Options Contract and such Leveraged FX/Options Contract is effected in a foreign currency:
- (a) any profit or loss resulting from exchange rate fluctuations of such currency will be at the Client's sole risk;
 - (b) all initial and subsequent deposits for Margin purposes shall, unless CGS-CIMB otherwise stipulates, be made in such Currency (the "**Relevant Currency**") as CGS-CIMB may, in its sole and absolute discretion require; and
 - (c) CGS-CIMB may debit or credit the Client's Account in the Relevant Currency when such Transaction is liquidated, and the rate of exchange of any foreign currency required to be converted to the Relevant Currency shall be determined by CGS-CIMB in its sole and absolute discretion on the basis of the money market rates of exchange prevailing at the time of the debit or the credit.

6. Undertakings

- (a) **Acknowledgements.** The Client agrees and acknowledges that it is aware that:
- (i) it could lose all the Margin that it may deposit with CGS-CIMB to establish or maintain a position in the foreign exchange market and lose further amounts as described in sub-paragraph (ii) below and in addition be required to pay CGS-CIMB further funds representing losses and other fees on its open and closed positions;
 - (ii) if the currency market moves against its position, it may be required at short notice to deposit with CGS-CIMB further Margin in order to maintain its position. Such additional security may be substantial. If it fails to provide such additional security within the required time, its position may be liquidated at a loss and it will be liable for any shortfall in its account resulting from that liquidation;
 - (iii) under certain conditions, it could become difficult or impossible for it to Close Out a position;
 - (iv) CGS-CIMB is not responsible for any losses suffered by the Client which arise or result from errors or delays in the transmission of any requests, instructions, notices and other communications from or to the Client;
 - (v) the Client is to bear all losses it incurs in connection with any Leveraged FX/Options Contract or the Close Out or rollover thereof in accordance with the terms of the Terms of Business, this Annex and any Confirmations;
 - (vi) the Client will make, independently and without reliance on CGS-CIMB, its own judgment and decision in respect of each and every Leveraged FX/Options Contract;
 - (vii) CGS-CIMB as dealers in foreign currency in many foreign exchange markets may through any of its branches and at any time have a long or short position in any currency that may be inconsistent with any advice, opinions or data provided by CGS-CIMB;
 - (viii) CGS-CIMB is not liable or responsible for movements in spot or forward rates of exchange or for any advice, opinions or data provided by CGS-CIMB concerning Leveraged FX/Options Contracts, foreign exchange dealings or movements in spot or forward rates of exchange and all other matters, irrespective of whether such advice, opinions or data is given at the request of the Client or is incorrect or negligently given; and
 - (ix) the Client agrees and acknowledges that due to the volatility of the foreign exchange market it may not be practicable for CGS-CIMB to contact the Client prior to its closing out of any Leveraged FX/Options Contract or its exercise of any of its rights under these Terms of Business or this Annex.
- (b) **Default Interest.** The Client agrees to pay such interest at such rate as CGS-CIMB may determine on (i) any amount which is due and payable to CGS-CIMB until the date of receipt of payment by CGS-CIMB and (ii) any shortfall in or Margin howsoever arising, including any shortfall resulting from any increase, variation or introduction by CGS-CIMB of any Margin requirements.
- (c) **Condition Precedent.** Each obligation of CGS-CIMB to make payment or delivery in respect of a Leveraged FX/Options Contract is subject to the condition precedent that no Event of Default or event that, with the giving of notice or the lapse of time or both, would be an Event of Default has occurred and is continuing in respect of the Client.

7. Settlement Date, Rollover and Offset Instructions

- (a) Clients must accept that CGS-CIMB will roll over all such Leveraged FX contract or have entered into Reverse Contract(s) of an aggregate value sufficient to Close Out such Leveraged FX Contract
- (b) Where CGS-CIMB decides to rollover a Leveraged FX Contract then the parties shall be deemed to have:
- (i) entered into a Reverse Contract to Close Out the Leveraged FX Contract at FX swap price that is a synthetic price of FX settlement price and FX swap points and is due for cash-settlement as determined by CGS-CIMB ; and
 - (ii) entered into a fresh Leveraged FX Contract at FX settlement price (also known as NYC rate) for a new FX spot settlement date.
- (c) Not later than 10.00 am of the maturity date of an Full-Settled FX Contract, the Client must (unless CGS-CIMB agrees otherwise) (i) arrange to settle the Leveraged FX/Options Contract on the maturity date, and/or (ii) have entered into Reverse Contract(s) of an aggregate value sufficient to Close Out such Full-Settled FX Contract
- (d) NDF contract is closed at Spot Fixing Rate on the contracted maturity date and is due for cash-settlement in convertible currency

- (e) The party from whom a net amount is due under any Full-Settled FX Contract must (unless CGS-CIMB specifies otherwise) pay such amount to the other party with value as of the maturity date of such Leveraged FX/Options Contract.

8. Payment Netting

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

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

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

9. Taxes

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

10. Extraordinary Events

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

11. Termination

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

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

Disclosure Statement Schedule (Parts B to E)

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

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

Reproduction of Rule 1.6

1.6.1 No Liability for Loss

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

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

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

1.6.2 Statutory Immunity

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

1.6.3 Disclaimer of Warranties

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

1.6.4 Index Related Disclaimers

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

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

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

Reproduction of Rules 1.01.1 to 1.01.5 of the Clearing Rules

- 1.01.1 This Rules apply to all Members and operate as a binding contract between the Clearing House and each Member and between a Member and any other Member and for the exclusive benefit only of the parties to such contract(s). Save as otherwise provided in this Rules, a person who is not a party to this Rules has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any terms of this Rules.
- 1.01.2 Except where the Clearing House otherwise expressly agrees with or expressly commits itself to any party, the benefit of any performance by the Clearing House of its obligations under:
- 1.01.2.1 this Rules, or
- 1.01.2.2 Directives, Practice Notes or Circulars issued by the Clearing House, is restricted to only Members. The Clearing House shall have no liability to any other party. In particular, the Clearing House shall have no liability to any party affected or aggrieved by any alleged action or omission of the Clearing House or any of the directors, officers or employees of the Clearing House.
- 1.01.3 Without prejudice to Rule 1.01.2 or the benefit of any exclusion of liability in any contract or undertaking in favour of the Clearing House, the Clearing House accepts no duty to and therefore shall have no liability whatsoever to any Member or any Third Party in contract, tort, trust, as a fiduciary or under any other cause of action in respect of any damage, loss, cost or expense of whatsoever nature suffered or incurred by a Member or any Third Party, as the case may be, as a result of:
- 1.01.3.1 any suspension, restriction or closure of any market whose contracts are cleared by or novated to the Clearing House (each a “**Relevant Market**”), whether for a temporary period or otherwise or as a result of a decision taken on the occurrence of a market emergency;
- 1.01.3.2 any failure by the Clearing House or any Relevant Market to supply each other with data or information in accordance with arrangements from time to time established between and/or amongst any or all such persons;
- 1.01.3.3 the failure of any systems, communications facilities or technology supplied, operated or used by the Clearing House;
- 1.01.3.4 the failure of any systems, communications facilities or technology supplied, operated or used by any Relevant Market;
- 1.01.3.5 the inaccuracy of any information supplied to and relied on by the Clearing House (including but not limited to any error in the establishment of a settlement price made by a Relevant Market) or a Relevant Market; and
- 1.01.3.6 any event which is outside the reasonable control of the Clearing House.
- 1.01.4 Without prejudice to Rule 1.01.2, and in addition to Rule 1.01.3, each Member should and must note that in connection with any index used or to be used by the Clearing House for clearing and settlement or in connection or by reference therewith, none of the Clearing House, its directors or officers or any relevant party that the Clearing House may contract with for the supply of the index or information in relation thereto (each of the foregoing, a “**Relevant Party**”) assume any obligation or liability in connection with the clearing or settlement of any contract based on such index. Accordingly, none of the foregoing parties shall be in any way responsible for any losses, expenses or damages (in all cases direct or indirect) arising in connection with or referable to the clearing or settlement of any contract linked or referable to the said index, provided that nothing herein shall affect either obligations of the Clearing House or its Members as parties clearing or settling in any contract so linked or referable. None of the Relevant Parties guarantee or warrant or undertake in any manner the accuracy or completeness of any such index or any information or data included in or referable to it.
- NONE OF THE RELEVANT PARTIES MAKES ANY WARRANTY OR GIVES ANY GUARANTEE OR UNDERTAKING, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF, OR THE RESULTS TO BE OBTAINED BY ANY PERSON OR ENTITY FROM THE USE OF ANY SUCH INDEX, OR ANY INFORMATION OR DATA INCLUDED IN OR REFERABLE TO IT IN CONNECTION WITH ANY CLEARING OR SETTLEMENT OF ANY CONTRACTS OR FOR ANY OTHER USE. NONE OF THE RELEVANT PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY SUCH INDEX, OR ANY INFORMATION OR DATA INCLUDED IN OR REFERABLE TO ANY SUCH INDEX.
- 1.01.5 All Members are to note the foregoing and ensure that they are taking on membership in and/or will carry on as Members of The Clearing House, transact and will transact by reference to the Clearing House or any Contract or information or action referable to the Clearing House or any of its directors or officers, only on the foregoing basis and will also ensure that they will not open or allow the continued operation of any account for any person with respect to any Contract unless such person has been notified of the foregoing provisions and has satisfied him/herself or itself that the same is acceptable and is accepted.

Part D: Prohibited Trading Practices

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

Prohibited trading practices under the SFA

Section 206 – False Trading

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

Section 207 – Bucketing

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

Section 208 – Manipulation of price of futures contract and cornering

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

Section 209 – Fraudulently inducing persons to trade in futures contracts

- (1) No person shall –
 - (a) by making or publishing any statement, promise or forecast that he knows or ought reasonably to have known to be false, misleading or deceptive;
 - (b) by any dishonest concealment of material facts;
 - (c) by the reckless making or publishing of any statement, promise or forecast that is false, misleading or deceptive; or
 - (d) by recording or storing in, or by means of, any mechanical, electronic or other device information that he knows to be false or misleading in a material particular,induce or attempt to induce another person to trade in a futures contract or engage in leveraged foreign exchange trading.
- (2) In any proceedings against a person for a contravention of subsection (1) constituted by recording or storing information as mentioned in subsection(1)(d), it is a defence if it is established that, at the time when the defendant so recorded or stored the information, he had no reasonable grounds for expecting that the information would be available to any other person.

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

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

- (a) employ any device, scheme or artifice to defraud;
- (b) engage in any act, practice or course of business which operates as a fraud or deception, or is likely to operate as a fraud or deception, upon any person;

- (c) make any false statement of a material fact; or
- (d) omit to state a material fact necessary in order to make the statements made, in the light of the circumstances under which they were made, not misleading.

Section 211 – Dissemination of information about illegal transactions

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

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

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

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

- (5) In this Division,
- (a) “**connected person**” means a person referred to in subsection (1) or (1A) who is connected to a corporation; and
 - (b) a person is connected to a corporation if –
 - (i) he is an officer of that corporation or of a related corporation;
 - (ii) he is a substantial shareholder within the meaning of Division 4 of Part IV of the Companies Act (Cap. 50) in that corporation or in a related corporation; or
 - (iii) he occupies a position that may reasonably be expected to give him access to information of a kind to which this section applies by virtue of –
 - (A) any professional or business relationship existing between himself (or his employer or a corporation of which he is an officer) and that corporation or a related corporation; or
 - (B) his being an officer of a substantial shareholder within the meaning of Division 4 of Part IV of the Companies Act in that corporation or in a related corporation.
- (6) For the purposes of subsection (5), “**officer**”, in relation to a corporation, includes –
- (a) a director, secretary or employee of the corporation;
 - (b) a receiver, or receiver and manager, of property of the corporation;
 - (c) a judicial manager of the corporation;
 - (d) a liquidator of the corporation; and
 - (e) a trustee or other person administering a compromise or arrangement made between the corporation and another person.

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

- (1) Subject to this Division, where –
- (a) a person who is not a connected person referred to in section 218 (referred to in this section as the insider) possesses information that is not generally available but, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of securities; and
 - (b) the insider knows that –
 - (i) the information is not generally available; and
 - (ii) if it were generally available, it might have a material effect on the price or value of those securities, subsections (2) and (3) shall apply.
- (2) The insider must not (whether as principal or agent) –
- (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities; or
 - (b) procure another person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities.
- (3) Where trading in the securities referred to in subsection (1) is permitted on the securities market of a securities exchange or futures market of a futures exchange, the insider must not, directly or indirectly, communicate the information, or cause the information to be communicated, to another person if the insider knows, or ought reasonably to know, that the other person would or would be likely to –
- (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities; or
 - (b) procure a third person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities.

Prohibited trading practices under the Futures Trading Rules

3.4.1 Market Manipulation

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

3.4.2 Churning

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

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

A Member, Approved Trader or Registered Representative shall not:

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

3.4.4 Duty to Inform Exchange of Prohibited Trading Practices

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

3.4.5 Dissemination of False or Misleading Information

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

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

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

3.4.6 Professional Misconduct

A Member, Approved Trader or Registered Representative shall not:

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

3.4.9 Fictitious Transactions Without Change In Ownership

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

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

3.4.10 Overtrading by a Member, Approved Trader or Customer

The following provisions apply in relation to overtrading:

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

3.4.11 Knowingly Taking Advantage of an Error Prohibited

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

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

3.4.13 Front Running – Priority of Customers' Orders

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

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

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

3.4.14 Trading Against Customers' Orders Prohibited

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

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

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

4.1.9 Withholding and Order Withdrawal

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

4.1.10 Cross Trades

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

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

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

4.1.13 Pre-arranged Trades Prohibited

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

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

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

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

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

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

Section 274 – Offer made to institutional investors

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

- (a) banks licensed under the Banking Act, Chapter 19, Singapore Statutes;
- (b) merchant banks approved as financial institutions under Section 28 of the Monetary Authority of Singapore Act, Chapter 186, Singapore Statutes;
- (c) finance companies licensed under the Finance Companies Act, Chapter 108, Singapore Statutes;
- (d) companies or societies registered under the Insurance Act, Chapter 142, Singapore Statutes, as an insurer;
- (e) companies licensed under the Trust Companies Act, Chapter 336, Singapore Statutes;
- (f) the Singapore government or statutory bodies established under any Act;
- (g) pension funds or collective investment schemes;
- (h) holders of capital market service licences under the SFA for:
 - (i) dealing in securities;
 - (ii) fund management;
 - (iii) providing custodial services for securities;
 - (iv) real estate investment trust management;
 - (v) securities financing; or
 - (vi) trading in futures contracts;
- (i) persons (other than individuals) who carry on the business of dealing in bonds with accredited investors or expert investors;
- (j) a trustee of such trust that the MAS may prescribe, when acting in that capacity;
- (k) a designated market-maker as defined in paragraph 1 of the Second Schedule to the Securities and Futures (Licensing and Conduct of Business) Regulations;
- (l) a headquarters company, or Finance and Treasury Centre, as defined in paragraph 1 of the Second Schedule to the Securities and Futures (Licensing and Conduct of Business) Regulations, which carries on a class of business involving fund management, where such business has been approved as a qualifying service in relation to that headquarters company or Finance and Treasury Centre under Section 43E(2)(a) or 43G(2)(a) of the Income Tax Act, Chapter 134, Singapore Statutes, as the case may be;
- (m) a person resident in Singapore who undertakes fund management activity in Singapore on behalf of not more than 30 qualified investors, as defined in paragraph 5(3) of the Second Schedule to the Securities and Futures (Licensing and Conduct of Business) Regulations;
- (n) a Service Company which carries on business as an agent of a member of Lloyd’s; and
- (o) such other persons as the MAS may prescribe.

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

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

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

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

- (a) an accredited investor, namely:
 - (i) an individual whose net personal assets exceed S\$2 million (or its equivalent in a foreign currency) or such other amount as the MAS may prescribe in place of the first amount; or
 - (ii) an individual whose income in the preceding 12 months is not less than S\$300,000 (or the equivalent in value in a foreign currency) or such other amount as the MAS may prescribe in place of the first amount;
 - (iii) a corporation with net assets exceeding S\$10 million in value or its equivalent in value in a foreign currency) or such other amount as the MAS may prescribe, in place of the first amount, as determined by:
 - (A) the most recent audited balance sheet of the corporation; or
 - (B) where the corporation is not required to prepare audited accounts regularly, a balance sheet of the corporation certified by the corporation to give a true and fair view of the state of affairs of the corporation as of the date of the balance-sheet, which date shall be within the preceding 12 months;
 - (iv) the trustee of a trust of which all property and rights of any kind whatsoever held on trust for the beneficiaries of the trust exceed S\$10 million in value (or its equivalent in a foreign currency);
 - (v) an entity (other than a corporation) with net assets exceeding S\$10 million in value (or its equivalent in a foreign currency);
 - (vi) a partnership (other than a limited liability partnership within the meaning of the Limited Liability Partnership Act, Chapter 163A, Singapore Statutes) in which each partner is an accredited investor; or
 - (vii) a corporation, the sole business of which is to hold investments and the entire share capital of which is owned by one or more persons, each of whom is an accredited investor;
- (b) a corporation the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor (a “**Relevant SPV**”);
- (c) a trustee of a trust the sole purpose of which is to hold investments and each beneficiary of which is an individual who is an accredited investor (a “**Relevant Trust**”);
- (d) an officer or equivalent person of the person making the offer (such person being an entity) or a spouse, parent, brother, sister, son or daughter of that officer or equivalent person; or
- (e) a spouse, parent, brother, sister, son or daughter of the person making the offer (such person being an individual).

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

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

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

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

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