

# LONG BRIDGE SECURITIES TERMS AND CONDITIONS

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## **PART A: General Terms**

The terms and conditions set out in this Part A govern the general overall relationship between LB and the Customer as well as all accounts, products and services provided or made available by LB to the Customer. Certain of such accounts, products and services are subject to, and governed by, additional terms and conditions as set out in the various Sections in Part B. Such additional terms and conditions as set out in a given Section in Part B as applicable to a particular account, product or service provided or made available by LB to the Customer, shall be read together with, and regarded as forming a part of, the terms and conditions set out in this Part A, and in the event of any conflict or inconsistency between any term or condition in Part B with any term or condition in Part A, the term or condition in Part B shall prevail to the extent of such conflict or inconsistency.

### **1. Definitions**

In this Document, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

“Account” means an account of the Customer opened and maintained with LB following acceptance by LB of the Customer’s application or written request under which the Customer effects Transactions or uses Primary Services pursuant to this Document (including but not limited to Global Account, Multi-Currency Account, Trading Account);

“Applicable Laws” means all relevant or applicable statutes, laws, rules, regulations, notices, orders, byelaws, rulings, directives, circulars, guidelines, practice notes and interpretations (and any and all forms, letters, undertakings, agreements, deeds, contracts and all other documentation prescribed thereunder), whether of a governmental body, regulatory or other authority, market, exchange, clearing house or self-regulatory organisations in relation to which a party or a relevant Account, Primary Service or Transaction is subject to; “Associate” means any firm or corporation in which LB’s ultimate controlling/majority shareholder(s) has, whether directly or indirectly and either individually or collectively, control of not less than twenty percent (20%) of the voting power in the firm or corporation, including Long Bridge HK Limited, Long Bridge Pte Ltd;

“Authorised Person” shall have the meaning given to it in Clause 15.5 of Part A;

“Client Application Agreement” means the application form (in the form prescribed by LB) by which the Customer applies to LB to open an Account and the terms and conditions enclosed thereof;

“Collateral” as between LB and a Customer means

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

“Corporate Action” shall have the meaning given to it in Clause 6, Section 4 of Part B;

“Currency” means money denominated in the lawful currency of any jurisdiction;

“Customer” in relation to LB with respect to the Primary Services means the person named in the Client Account Agreement as the applicant(s), and for whom LB is maintaining or continuing to maintain one or more Account(s) for the Primary Services; and includes such person or corporation’s assignees, successors-in-title and agents;

“Customer Assessments” shall have the meaning given to it in Clause 30 of Part A;

“Default” shall have the meaning given to it in Clause 21.7 of Part A;

“Dispute Resolution Scheme” means the scheme in which that Long Bridge Securities Limited is a member of in accordance with section 48 of the FSP Act.

“Document” means this document titled “Long Bridge Terms and Condition” and shall include all the terms and conditions comprised in Part A of this document and each Section of Part B of this document, as applicable;

“Electronic Broking Services” shall have the meaning given to it in Section 2 of Part B;

“Excess Funds” shall have the meaning given to it in Clause 3.1 of Part A;

“FAA” means the Financial Advisers Act 2008 (NZ);

“FMA” means the Financial Market Authority;

“FSP Act” means the Financial Services Provider (Registration and Dispute Resolution) Act 2008

“Instructions” means a Customer’s instruction, request, application or order given to LB to operate an Account or to execute a Transaction through such medium and in such manner as LB may approve, and includes any instruction, request or order to revoke, ignore or vary any previous request or order in respect of a Transaction or Account;

“Intermediary” shall have the meaning given to it in Clause 6,1 of Part A;

“Intermediary Default” shall have the meaning given to it in Clause 6.2 of Part A;

“Loss” means any and all actions, claims, liabilities, losses, damage, costs, charges and/or expenses of whatsoever nature and howsoever arising, incurred or suffered, including legal costs, cost of funding and loss or cost incurred as a result of the terminating, liquidating or re-establishing of any hedge or related trading position;

“Margin Account” means an Account to provide financing facilities to the Customer through margin trading in Marginable Products;

“Margin Facility” means the financing facility granted (or to be granted) by LB to the Customer for the purchase of Marginable Products;

“Marginable Products” means Financial Products acceptable to LB or provided as margin or collateral to be bought and carried in Margin Accounts and, without limitation, shall include all actions, claims and rights against any central depository, depository agent, settlement system, clearing house, or member of any central depository in connection with such products;

“Nominee” includes a nominee, agent, representative, delegate or correspondent whether in New Zealand or elsewhere;

“Outstanding Balance” shall have the meaning given to it in Clause 23.3 of Part A;

“Personal Data” includes any data about an individual who can be identified from that data such as the individual’s name, driver’s license, passport or other identification number, telephone numbers, address, email address and any other information relating to the individual, which the Customer has provided to LB;

“LongBridge Group” means the group of corporations comprising LB and its Associates;

“Primary Service” means any and all of the services and/or facilities provided by or through LB;

“Purposes” shall have the meaning given to it in Clause 7.1 of Part A;

(a)

“LB” means LongBridge Securities Ltd;

“Sub-Custodian” has the definition given to it in Clause 2.1, Section 4 of Part B.

“Termination Notice” shall have the meaning given to it in Clause 23.1 of Part A;

“Trading Account” has the definition given to it in Clause 1, Section 1 of Part B;

“Transaction” includes transactions in such Financial Products or such other products as LB may from time to time permit to be carried out under an Account;

“US Person” shall mean a United States citizen or corporation, a fiscal resident of the United States or a person liable to tax in the United States on any grounds whatsoever; and “US Tax Code” shall mean the United States Internal Revenue Code of 1939, as amended.

## **1. Interpretation**

In this Document, and unless the context otherwise requires:

- (a) a reference to a Clause, Section or Part is to a clause, section or part of this Document;
- (b) a reference to a Clause in respect of a given Part is to a Clause of that Part and a reference to a Clause in a Section is a reference to a Clause of that Section;
- (c) a reference to “include”, “includes” and “including” as they appear in this Document are not limiting and are deemed in each instance to be followed by the words “without limitation”;
- (d) a reference to any agreement or document is to that agreement or document (and, if applicable, any of its provisions) as amended, novated, supplemented or replaced from time to time;
- (e) a reference to any party to this Document or any other document or arrangement includes that party's executors, administrators, permitted substitutes, permitted successors and permitted assigns;
- (f) a reference to any legislation or legislative provision includes any statutory modification or re-enactment of, or legislative provision substituted for, and any subordinate legislation issued under, that legislation or legislative provision;
- (g) a Default is continuing if it has not been remedied or waived;
- (h) the singular includes the plural and vice versa;
- (i) a reference to an individual or person includes a corporation, partnership, joint venture, association, authority, trust, state or government and vice versa; and
- (j) a reference to any gender shall include all genders.

## **2. Scope and Application**

- (a) The terms and conditions in the Client Account Agreement and in Part A shall apply to and govern each Account currently requested for, all Accounts opened and currently maintained, and all Accounts subsequently opened or established with LB, and in respect of all Transactions and Primary Services.

(b) If any Primary Service is provided expressly subject to some other terms and conditions, the applicable terms of the Document and the Client Account Agreement shall supplement those other terms.

(c) The terms and conditions comprised in Part A are supplemented by Part B. Part B shall be read together with, and shall form an integral part of this Document.

(d) In the event of any conflict or inconsistency between the provisions of a Section in Part B and the provisions of Part A, the provision(s) of the Section in Part B shall prevail to the extent of such conflict or inconsistency.

(e) The terms and conditions in a given Section of Part B which are specified to be applicable to a given Account, Primary Service or Transaction shall (unless otherwise herein expressly stated) apply:

(i) (where use or operation of the Account or Primary Service, or entry into a Transaction, requires the prior consent and approval of LB) upon LB approving the Customer's application for the use of that Account or Primary Service or entry into that Transaction; or

(ii) (where use or operation of the Account or Primary Service, or entry into a Transaction, does not require LB's prior consent and approval) upon the Customer accessing, using or operating such Account or Primary Service, or giving any Instruction for (or otherwise taking any action to initiate) that Transaction. For the avoidance of doubt, with respect to the Custodial Services (as defined in Section 4 of Part B), the Customer shall be deemed to access and use the Custodial Services should the Customer by word or conduct leave possession or control of any Financial Products to which the Customer is beneficially entitled in the hands of LB or its Nominee or give any Instructions with respect to the performance of such Primary Service.

(f) The terms and conditions of this Document must be read together with the terms and conditions appearing on the Client Account Agreement, LB's acknowledgement documentation, confirmation notes relating to Transactions and statements of account. All of the foregoing may from time to time be amended, supplemented or replaced from time to time by LB. All of the foregoing shall together govern the relationship between LB and the Customer.

(g) By completing the Client Account Agreement, agreeing to open an Account, maintaining or operating an Account, issuing any Instructions, entering into any Transaction or accessing, acquiring or using any Primary Service from, with or through LB, the Customer acknowledges to LB that the Customer has received, read and understood this Document and all its contents, acknowledges and accepts the risks and other matters disclosed in this Document, and agrees to, and undertakes to be bound by, this Document as applicable to the Account, Instructions, Transaction, and Primary

Service accessed, acquired or used. The Customer's acknowledgements, acceptance, agreements and undertakings in this Clause shall be conditions precedent to LB's performance of its obligations under this Document.

### **3. Interest Waiver/Substitution**

- 3.1. **The Customer acknowledges that as a general rule funds of the Customer in the possession or control of LB, being funds not immediately or within twenty-four (24) hours required to be applied towards discharge of the Customer's payment obligations ("Excess Funds") (whether held in a trust account or subject to a trust in favour of the Customer or held with a clearing house or a member of an exchange or a member of an overseas exchange or otherwise) shall (subject to the authorization on investment management of the same as set out in Clause of Part A) be held commingled with funds of other customers of LB (where applicable in a trust account in accordance with the section 77P and 77Q of the FAA).**
- 3.2. One result of the preceding is that it would be administratively difficult and so as a matter of economic costs counter-productive to attempt to allocate the respective interest entitlement (if the trust account is interest bearing) on an individual basis. This is primarily because of the constant fluctuations in the value of the commingled funds in such trust account. It is a condition for LB accepting the Customer as a customer that the Customer agrees therefore to waive and relinquish in favour of LB any and all entitlement to interest accruing to the Customer's share of funds in such trust account.
- 3.3. The Customer by applying to open an Account with LB and being a customer of LB and/or accessing or using any of LB's Primary Services shall therefore be deemed to agree to (and LB will and does materially rely on the effectiveness of such agreement) such waiver and relinquishment. Notwithstanding the foregoing, where the Excess Funds of the Customer exceeds a minimum aggregate sum for a minimum period of time (both as prescribed by LB), LB may in return for the interest waived and relinquished by the Customer and at its sole and absolute discretion pay to the Customer interest thereon of such amount or at such rate as LB may deem appropriate net of its administration fee for crediting such interest into an Account of the Customer.

### **4. Maintenance of foreign trust account**

The Customer authorises and consents to LB depositing or maintaining moneys and/or any other property received on account of the Customer which are denominated in a foreign currency in a trust or custody account with a custodian outside New Zealand which is licensed, registered or authorised to conduct banking business or to act as a custodian, as the case may be, in that jurisdiction.

## 5. Delegation and Use of Intermediaries

- 5.1. LB may use, engage or appoint, directly or indirectly, any person (including another broker, correspondent broker, dealer, market-maker, exchange, clearing house, bank, custodian or other third party) (“Intermediary”), whether in New Zealand, Singapore or elsewhere, whether or not an officer or employer of LB, and whether or not associated with, connected to or related to LB, to carry out any Instructions, execute or clear any Transaction, hold or custodise any of the Customer’s funds and assets, or exercise any authority granted to LB by the Customer under this Document or otherwise. Such use, engagement or appointment of any Intermediary shall be upon such terms and conditions as LB deems fit in its discretion.
- 5.2. If LB has exercised reasonable care in its selection of the Intermediary, the Customer acknowledges, agrees and accepts that LB has no liability or responsibility for any wrongdoing, act, omission, insolvency, negligence, breach or duty, misconduct, fraud, wilful default or any other failure or default by or in respect of an Intermediary (“Intermediary Default”), the Customer shall bear all risks arising from or consequent from or in relation to the acts or omissions or the Intermediary Default of such Intermediary, and the Customer shall indemnify, keep indemnified and hold harmless LB from and against any and all Losses (including legal costs on a full indemnity basis) suffered or incurred by LB whether directly or indirectly in relation to, arising out of or in connection with any act, or omission, or any Intermediary Default, of an Intermediary or such Intermediary’s officers, employees, agents or representatives.
- 5.3. The Customer further acknowledges and agrees that, where LB uses, engages or appoints an Intermediary, LB may have to accept sole and principal responsibility to the Intermediary for the executed Instructions and/or Transactions. This may be notwithstanding that, as between the Customer and LB, LB may in fact be the agent of the Customer, and accordingly the Customer shall indemnify, keep indemnified and hold harmless LB from and against any and all actions taken by LB in good faith in compliance or performance of LB’s said principal obligation or responsibility. In this connection, the Customer recognises that LB may take such measures (including effecting payment and settlement in respect of the Customer’s executed Instructions) as may be necessary to ensure non-default of LB’s own primary responsibility as aforesaid (notwithstanding that as between the Customer and LB, the Customer is, or has notified LB that it will be, in default).
- 5.4. In view of the fact that LB may have accepted principal responsibility and/or liability to another Intermediary, the Customer also acknowledges that any cash or other property (which as between LB and the Customer is to be regarded as that of the Customer, or purchased by or for the Customer) may or will be regarded by



such Intermediary as being the cash or other property of LB or purchased by LB for itself. This may in some instances result in prejudice to the Customer. The Customer accepts that this is a necessary risk of dealing in any foreign jurisdiction through LB.

- 5.5. The rights and remedies of LB in this Clause will apply even though as between LB and the Customer, the Customer may be in actual or anticipatory default.

## **6. Personal Data and Disclosure of Information**

- 6.1. The Customer authorises, agrees and consents to allow LB, its officers, employees, agents, representatives and third party service providers to:

(a) collect, use, disclose, transfer, administer and process all information and data (including Personal Data) of the Customer and other relevant individuals of the Customer including its shareholders, beneficial owners, officers, employees, agents, representatives and/or guarantors relating to the Customer, as provided by the Customer now or subsequently provided by the Customer and/or otherwise acquired by LB from other sources from time to time, pursuant to or in connection with this Document, for the purposes listed below (the "Purposes"):

(i) to provide the Customer with marketing, advertising and promotional information, materials and/or documents relating to the investment products and/or services that LB or its business partners may be offering or managing, whether such products or services exist now or are created in the future;

(ii) to manage the relationship between the Customer and LB and/or update the Customer on the Customer's investments that are offered by LB;

(iii) to set up or close the Customer's Account(s) with LB;

(iv) to maintain (including updating Transactions of) or operate the Customer's Account(s);

(v) to comply with Applicable Law including the requirements of any regulatory authority, exchange or clearing house;

(vi) to conduct identity and/or credit checks;

(b) to send the Customer marketing, advertising and promotional information, materials and/or documents relating to investment products and/or services offered by LB or its business partners through the following modes of communication:

(i) postal mail and/or electronic transmission to the Customer's email address; and

(ii) to the Customer's telephone contact number(s) by way of voice, text (SMS/MMS), fax, VOIP based smart phone application such as in-App chat, DingTalk, WeChat, etc;

(c) where required under certain circumstances and for the Purposes, to disclose and transfer the Customer's data and information (including Personal Data) to the LongBridge Group, third party service providers, agents and/or other business partners of LB, whether in or outside of New Zealand, for the Purposes; and

(d) without prejudice to the generality of the foregoing, to disclose to any exchange, market, clearing house, depository or depository agent or any other relevant person any and all information on the Customer and its Account(s) and Transactions including:

(i) such information as may be necessary to monitor any foreign ownership or other limits imposed by or on an issuer of Financial Products on the holding of any Financial Products; and

(ii) such information as may be required to fulfil any statutory obligation imposed on the exchange, market or clearing house or under any Applicable Laws.

6.2. When disclosing Personal Data to LB, the Customer represents, warrants and undertakes that for any Personal Data of individuals that it discloses to LB, it would have prior to such disclosure obtained the appropriate consent from such individuals for the Purposes and ensured that any and all such Personal Data is accurate and complete. Where the Customer acts as agent for any of its clients, investors, funds, and/or other principals (each, a "Client"), the Customer's acceptance and agreement to the terms of this Clause 6 will be deemed to be given on behalf of all Clients represented by the Customer.

6.3. The Customer understands that the Customer is entitled to withdraw his/her consent for the collection, use and disclosure of his/her Personal Data at any point in time by notifying LB's data protection officer (contact via LongBridge Customer Service Team) in writing.

## **7. Foreign Account Tax Compliance Act (FATCA) and Other Laws**

7.1. The Customer authorises LB to disclose any personal and account information where such disclosure is required by Applicable Laws (including applicable laws imposing any reporting and/or withholding obligations on LB such as the United States Foreign Account Tax Compliance Act and Income Tax Act 2007 (NZ), regulations, orders, agreements, or treaties made by or between tax authorities and/or governments to:

- (a) any entity in the LongBridge Group, or any of LB's related companies or subsidiaries, wherever situated;
- (b) any government, quasi-government, regulatory, monetary or other authority whether in New Zealand or elsewhere, including the United States Internal Revenue Service, the United States Treasury Department, the Inland Revenue Authority of New Zealand and FMA;
- (c) any party to whom LB is under a legal duty to disclose; and/or
- (d) any party where LB in good faith deems it in LB's interest to make such disclosure.

7.2. The Customer agrees that the Customer shall be required to, upon demand by LB and in a timely manner:

- (a) provide any form, certification or other information, as may be requested by and in a form acceptable to LB, that is necessary for LB:
  - (i) to prevent withholding tax or qualify for a reduced rate of withholding tax or backup withholding tax in any jurisdiction from or through which LB receives payments; or
  - (ii) to satisfy reporting or other obligations under the United States Tax Code and the United States Treasury regulations promulgated thereunder or the Income Tax Act 2007 (NZ);
- (b) update or replace such form, certification, or other information in accordance with its terms of subsequent amendments; and
- (c) otherwise comply with any reporting obligations imposed by the United States or any other jurisdiction, including reporting obligations that may be imposed by future legislation.

7.3. The Customer acknowledges and agrees that if, and to the extent that, LB is required to make any payment, withholding or deduction as a consequence of the Customer failing to comply in a timely manner with the requirement in the preceding representation and warranty, LB shall be entitled to, at its sole and absolute discretion, withhold all or a portion of the amounts payable in respect thereof to the Customer if LB is required under Applicable Laws (including the laws of the United States) or as a consequence of any agreement between LB and any tax, regulatory, governmental or quasi-governmental authority or body (including the United States Treasury Department or similar government division or department) to withhold any payments as a consequence of the Customer failing to comply in a timely manner with the requirement in the preceding representation and warranty.

The Customer agrees to hold harmless, indemnify and to keep LB fully indemnified from and against any amount of payment, withholding or deduction referred to in this Clause that is in excess of such amount as may be standing to the Customer's Account.

- 7.4. The Customer acknowledges and agrees that in the event the status of the Customer or any interested person changes from a non-US Person to a US Person, the Customer shall immediately notify LB and the Customer shall be required to, upon demand by LB and in a timely manner, provide any form, certification, representation, confirmation or other information, as may be requested by and in a form acceptable to LB.
- 7.5. The Customer acknowledges and agrees that LB may in its sole and absolute discretion terminate the Account with immediate or subsequent effect by written notice if the Customer fails to comply in a timely manner with the requirements in this Clause, whereupon LB shall be entitled to receive all fees and other monies accrued up to the date of such termination.
- 7.6. The Customer acknowledges and agrees that LB shall not be responsible for or liable to the Customer for any Loss to the Customer arising as a result of any act or omission or any error of judgment not amounting to actual fraud in complying with LB's reporting or other obligations under Applicable Laws (including the US Tax Code and the United States Treasury regulations promulgated thereunder or under the Income Tax Act 2007 (NZ)).

## **8. Exclusion of Liability and Force Majeure**

- 8.1. The Customer agrees that neither LB nor any of its officers, employees or Nominees shall be responsible for or liable to the Customer for any Loss suffered by the Customer, including any Loss resulting from any act or omission in relation to any Account, the operation, provision or termination of any of the Primary Services, the exercise of any of LB's rights, powers and discretions or the performance of any of its duties and obligations under this Document or the Client Account Agreement, any error of judgment or error of fact or delays due to market conditions or changes in market conditions unless it was caused by fraud, gross negligence or wilful default directly attributable to LB or its authorised officer, employee or Nominee.
- 8.2. None of LB or any of its officers, employees or Nominees shall at any time be responsible or liable whether in tort, in contract or otherwise for any indirect or consequential Loss of any kind (including loss of profit and loss of opportunity) or special or punitive damages.
- 8.3. Neither LB nor any of its officers, employees or Nominees shall at any time be responsible or liable for any Loss whatsoever suffered or incurred by the Customer

(including but not limited to if performance of any of LB's duties and obligations is interrupted, delayed or prevented) which may be caused wholly or in part by circumstances, acts or events beyond LB's control, including any act of war, terrorism, industrial disputes, natural disaster, adverse weather conditions, riots, strikes, lockouts, governmental or supranational organisation action, regulations or restriction, change of law, breakdown, failure or malfunction in communication systems, telecommunications disruption, or computer failure.

## **9. Indemnities**

- 9.1. The Customer hereby agrees to fully indemnify, keep indemnified and hold LB, its officers, employees and/or Nominees harmless from and against any and all Loss (including legal costs on a full indemnity basis) suffered or incurred, or which may be suffered or incurred, by LB, its officers, employees and/or Nominees arising from, as a result of or in connection with:
- (a) any failure by the Customer to comply with the terms and conditions of this Document or the Client Account Agreement, or to fully and punctually perform any of its obligations hereunder or in respect of any Transaction;
  - (b) any of the Customer's representations, warranties, agreements and undertakings in this Document or the Client Account Agreement being untrue, incorrect, incomplete or misleading in any material respect;
  - (c) any actions, claims, demands or proceedings brought by third parties (including Intermediaries) against LB further to LB acting in accordance with the Customer's Instructions or otherwise in the exercise of its powers under this Document or the Client Account Agreement;
  - (d) acting or omitting to act in accordance with the Customer's Instructions (or any communication given or purportedly given by any person authorised to act in relation thereto), or taking any action, exercising any right, power and discretion, performing any of its duties and obligations or otherwise acting in any manner in accordance with or as permitted under this Document or the Client Account Agreement;
  - (e) any change in any Applicable Laws;
  - (f) any act or thing done or caused to be done by LB in connection with or referable to this Document, the Client Account Agreement or any Account, or any Transaction entered into for or with, or any Primary Services provided to, the Customer;
  - (g) any dealings with any Account by any person authorised to act in relation thereto; and/or

(h) the Customer's breach or violation of any third party rights, including violation of any proprietary or intellectual property rights, or the enforcement of any of the terms and conditions of this Document or the Client Account Agreement.

9.2. The Customer's obligation to indemnify LB under this Clause 9 shall survive the termination of this Document, closure of any Account or termination or cessation of any of the Primary Services. For the avoidance of doubt, this indemnity extends to each of the Accounts and the Primary Services.

## 10. Currency and Currency Risk

All Transactions for an Account or any of the Primary Services (except for the Multi-Currency Services as defined below in Clause 5, Section 3 of Part B) or relating to or arising out of any of the Primary Services will be settled in Singapore Dollars unless otherwise specified by LB in its discretion or, if LB agrees, any other currency requested by the Customer, but at a rate of exchange determined by LB. The Customer will bear all Losses that result from any currency conversion connected with any Transaction for any Account.

## 11. Notices and communication

11.1. Communications may be transmitted or sent by LB to the Customer by telephone, electronic mail, facsimile, or to any mailing address of the Customer at such number(s) or address(es) last known to LB. All written communication shall be deemed received by the Customer:

(a) around five (5) days or longer after despatch by post to the last mailing address known to LB if the same is not a New Zealand address;

(b) immediately upon delivery, if delivered personally to the Customer; and

(c) at the time of despatch or transmission by LB if sent by facsimile or electronic mail to any of the relevant facsimile or electronic mail addresses of the Customer last known to LB, whether or not actually received by the Customer.

11.2. The risk of loss or damage to, and the costs of delivery of, any articles or items sent to the Customer shall be borne by the Customer. Where the Customer makes use of the Electronic Broking Services, the Customer shall be deemed to have notice of and be bound by all notices and communications as may be given by LB from time to time and accessible by the Customer via the Electronic Broking Services effectively as from the time when the same may be so accessed by the Customer.

## 12. Notification of change in circumstances

12.1. It shall be the Customer's duty and the Customer hereby undertakes (without the need to be prompted by or being so requested to do so by LB) to LB that the Customer shall promptly notify LB in writing of any change in:

- (a) particulars, circumstances, status of the Customer, including any change in citizenship, residence, tax residency, address(es) on record, telephone and facsimile numbers and email addresses;
- (b) where applicable, constitution of the Customer, shareholders, partners, directors or company secretary, or the nature of the Customer's business;
- (c) if the Customer is a corporation or other entity, its corporate or organisational structure; and
- (d) any information and/or document relating to any Account or to this Document or the Client Account Agreement as supplied to LB (including valid copies of identification documents such as passport particulars' page and Personal Data relating to any individual).

12.2. The Customer undertakes to provide any relevant supporting documents as LB may request for verification. If the Customer fails to comply with this Clause, LB shall be entitled to take such action or refuse to take any action as LB may see fit (including suspending or closing the Account) and LB shall not be responsible for any resulting Loss to the Customer. Any change will be effective only upon LB's receipt of the Customer's notification and after LB's verification where it deems necessary.

### 13. Conclusive Evidence

The record(s) of any of LB's officers, representatives, agents or employees as to the substance or content of any oral or telephone or other communications between the Customer and LB, concerning any monies owing from the Customer to LB or from LB to the Customer, or any monies or property in any Account, shall be prima facie evidence of the facts stated therein and, in the absence of manifest error, be conclusive and binding on the Customer.

### 14. Instructions

14.1. The Customer may give Instructions to LB to operate an Account or to execute a Transaction.

14.2. When giving Instructions, Customer is solely responsible for ensuring the accuracy and completeness of all Instructions, and that the Customer does not give conflicting, inconsistent or contradictory Instructions to LB. When placing

contingent Instructions, such as “stop-loss” or “stop-limit” orders, the Customer acknowledges that such Instructions will not necessarily limit the Customer’s losses to the intended amounts as it may be impossible to act on or to execute such Instructions under certain market conditions. For over-the-counter Transactions, the Customer further acknowledges that the prices and characteristics of such Transactions are individually negotiated and there is no central source for obtaining prices and hence the prices for such Transactions may not be the best prices available to the Customer.

14.3. LB is not obliged to act on any Instructions of the Customer or enter into any Transaction with the Customer for any reason and without giving any reason therefore and LB shall not be responsible for or liable to the Customer whatsoever as a result of such refusal to act, including if:

- (a) any Instructions are, in LB’s opinion, unclear or ambiguous or inconsistent with any other Instructions;
- (b) any Instructions might cause LB to contravene any Applicable Laws (whether or not having legal and binding effect);
- (c) LB is unable to verify the identity of the Customer to its satisfaction;
- (d) LB has any doubt on the authenticity, clarity or completeness of the Instruction; and
- (e) the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by LB from time to time.

14.4. Notwithstanding the above, LB may:

- (a) act upon any Instruction which LB believes to be given by the Customer without inquiry as to the identity or authority of the person giving or purporting to give such Instruction or the authenticity and correctness thereof or the purpose or propriety of any Instruction;
- (b) act on incomplete or unclear Instructions if LB reasonably believes LB can correct the information without seeking clarification or confirmation from the Customer, in accordance with any reasonable interpretation thereof which any officer, employee, agent, representative or any intermediary, believes in good faith to be the correct interpretation;
- (c) if LB receives conflicting, inconsistent, contradictory or multiple Instructions, and determines the order of acting without seeking clarification or confirmation from the Customer;



(d) at any time change or implement new security procedures or features relating to modes of Instructions, verifying the Customer's identity or otherwise as LB may think are necessary; and/or

(e) require confirmation of any Instruction from the Customer in any form or manner as it deems appropriate.

14.5. LB shall not be responsible or liable for acting on any Instructions which LB believes in good faith originates from the Customer or an Authorised Person. The Customer will provide LB with the names and specimen signature(s) of the person(s) authorised to give Instructions on the Customer's behalf ("Authorised Persons") in writing and give LB prompt written notice of any changes thereto. Until LB's receipt of such notice, LB may rely on the last list of Authorised Persons on LB's records. LB may verify and satisfy itself as to the identity of the person purporting to give Instructions on behalf of the Customer or the source and origin of such Instructions and LB may refuse to rely or act upon any such Instruction unless and until LB is satisfied as to the matters on which LB sought verification.

14.6. Transactions carried out by LB acting on the Customer's Instructions made or given or purporting to be made or given by the Customer or by any other person on behalf of the Customer shall be binding on the Customer for all purposes regardless of the circumstances prevailing or the nature of the Transaction or arrangement or the amount of money involved and notwithstanding any error or misunderstanding or lack of clarity in the terms of such Instructions or other communications. This is unless the Customer has given an Instruction to withdraw, cancel, revoke or vary a previous Instruction and (i) LB has not in the interim executed such Instruction or taken irrevocable action for its execution (whether by onward instruction to an Intermediary to execute such Instruction or otherwise), (ii) LB is able, with respect to such unexecuted Instruction to withdraw, cancel or revoke such Instruction before its execution or before irrevocable action is taken for its execution and has effectively done so and (iii) the withdrawal, cancellation, revocation or variation as the case may be, will not prejudice LB's position. Notwithstanding the foregoing, where, after a Transaction is carried out, LB forms the belief that there was an error or misunderstanding or lack of clarity in the terms of such Instructions or other communications or an Authorised Person has acted in excess of his authority or the Transaction would infringe Applicable Laws, LB may, in its sole and absolute discretion, withdraw, cancel, revoke or treat such Instruction as void from the outset or otherwise, and LB shall not be responsible or liable for any Loss arising from such actions.

14.7. In the event that LB decides to act on any Instruction or is otherwise under an obligation to act on any Instruction, LB shall be allowed such amount of time to act and implement any Instruction as may be reasonable having regard to the systems and operations of LB and the other circumstances then prevailing and shall not be

responsible or liable for any Loss arising from any delay on the part of LB in acting on any such Instruction.

- 14.8. Where LB has executed any Transaction or Transactions on behalf of the Customer in accordance with an Instruction, the Customer shall bear full responsibility for any filing, registration, notification or other compliance or relevant requirements in respect of such Transactions (including any notification to a stock exchange or regulatory body in respect of any position limits, substantial shareholding or any connected or related party transaction). LB shall have no obligation whatsoever to issue any notification, warning or advice to the Customer in this respect.
- 14.9. LB may record, by any means and at any time, any communications through any medium between LB and the Customer or any representative or agent of the Customer using any recording apparatus. Any such recording may be used in evidence against the Customer. LB's record of any such Instructions shall be conclusive and binding. LB may, in accordance with its internal procedures and policies and business requirements, periodically destroy such recordings without giving any reason and without having to account to any Customer for the same. No adverse inferences shall be drawn against LB for not having made any such recording, or for having destroyed such recording in the ordinary course of its business or pursuant to routine procedures or for not providing, or producing, any such recordings.

## **15. Instructions Received Electronically**

- 15.1. The Customer hereby irrevocably authorises LB and its officers, employees, agents and representatives to act in accordance with the Customer's Instructions given by telephone, facsimile or any other form of electronic communication including internet messaging services by the Customer and/or persons authorised in writing by the Customer from time to time, including Instructions to transfer/remit funds from the Account(s) held with LB to other account(s) or party(ies) where the Customer may not be the beneficiary or sole beneficiary. The Customer acknowledges that the aforesaid method(s) of communication is provided solely on the basis of the Customer's request and at the risk of the Customer and is not recommended in any way by LB.
- 15.2. The Customer acknowledges and confirms that the Customer is aware of the nature of Instructions communicated by telephone, facsimile or any other form of electronic communication including internet messaging services whereby such Instructions may not be received properly or may not be read by the intended recipient and may be read by or be known to unauthorised persons. The Customer agrees to assume and bear all the risks involved in respect of such errors and misunderstanding and LB shall not be responsible in any way for the same or breach of confidentiality thereto and shall also not be liable for any Loss arising therefrom.

- 15.3. The Customer acknowledges that the Customer is fully aware of and understands the risks associated with communicating Instructions by telephone, facsimile or any other form of electronic communication including internet messaging services including the risk of misuse and unauthorised use of username and/or password by a third party and the risk of a person hacking into the internet messaging service being used.
- 15.4. The Customer accepts full responsibility for the monitoring of its Instructions and safeguarding the secrecy of its username and password and agrees that the Customer shall be fully liable and responsible for any and all unauthorised use and misuse of his password and/or username, and also for any and all acts done by any person through using the Customer's username in any manner whatsoever.
- 15.5. The Customer agrees that LB and its officers, employees, agents and representatives may act as aforesaid without inquiry as to:
- (a) the authority of the person giving or purporting to give any Instruction; or
  - (b) the authenticity of any telephone, facsimile or any other form of electronic communication including internet messaging services, and may treat the same as fully authorised by and binding on the Customer, regardless of the circumstances prevailing at the time of the Instruction or amount of the transaction and notwithstanding any error, misunderstanding, lack of clarity, fraud, forgery or lack of authority in relation thereto, and without requiring further confirmation in any form, provided that LB or the officer, employee, agent or representative concerned believed the Instruction to be genuine at the time it was given. Notwithstanding the foregoing and without prejudice to the generality of Clause 16.3, LB may at any time refuse to accept or act on any Instructions communicated by telephone, facsimile or any other form of electronic communication including internet messaging services for any reason and without providing the Customer with any reason, including if LB has any doubts as to the authenticity, clarity or completeness of such Instructions.

## **16. Deposits/Prepayments and Payments**

- 16.1. LB is entitled, when it deems necessary at its sole and absolute discretion, to require the Customer to place cash and/or other property as deposit or prepayment (which shall not bear interest). LB is entitled at its sole and absolute discretion to determine the amount of deposit or prepayment payable by the Customer and the time and manner for the placement and nature of such deposit or prepayment. Without prejudice to LB's other rights and powers, LB shall be entitled to apply the said deposit or prepayment or any part thereof towards payment of any

indebtedness owing by the Customer to LB arising from any Account, any Transaction or any of the Primary Services.

- 16.2. The Customer shall promptly pay LB, as and when monies are due to LB or upon LB's demand in all other cases, all commissions, fees, costs, charges, monies, deposits, prepayments and/or liabilities owing by the Customer to LB and its Nominees referable to any Account, any Transaction or any of the Primary Services (whether charged to, payable by or paid by the Customer or LB) at such rate or rates as LB may from time to time determine. LB reserves its rights to vary or modify the prevailing rate of charges or fees without notice. If the Customer continues to make use of the Primary Services, the Customer shall be deemed to have agreed to such revised rate or charges or fees without reservation. To the extent that LB has paid the same on the Customer's behalf to any of its Nominees, the Customer shall forthwith reimburse the same in full to LB upon demand by LB.
- 16.3. All payments to LB shall be in the currency in which they are due, in free and clear funds and free of deductions or withholdings.
- 16.4. If the Customer is required to effect such deductions or withholdings, then the amount due to LB shall be increased by such amount as shall result in LB receiving an amount equal to the amount LB should have received in the absence of such deduction or withholding. Any taxes, duties, disbursements, costs and/or other expenses incurred by LB in connection with the Account or the Customer shall be reimbursed in full by the Customer.
- 16.5. If for any reason LB cannot effect payment or repayment to the Customer in a particular currency in which payment or repayment is due, LB may effect payment or repayment in the equivalent in any other Currency selected by LB based on the rate of exchange quoted by LB in respect thereof at the relevant time.
- 16.6. All interest, fees, commissions and other charges of LB are exclusive of any goods and services tax or any other applicable sales tax which shall be borne by and separately charged to the Customer. LB shall be fully entitled to debit any Account of the Customer in respect of any and all payments due to LB at such time and in such manner as LB may determine. Any and all payments to be made by LB to the Customer shall be made in such manner as LB may from time to time determine. All such payments shall be subject to all applicable taxes, deductions and withholdings, and less any and all amounts payable by the Customer to LB.
- 16.7. 18.7 Unless LB otherwise agrees with the Customer, each obligation of LB to make any payment to the Customer under the terms and conditions under this Document and the Client Account Agreement is subject to the condition precedent that there is no Default or potential Default subsisting.

## **17. Interest**

The Customer acknowledges that LB has the right to charge interest on any and all amount(s) or payments due from the Customer to LB at such rate and calculated and/or compounded in such manner as LB may in good faith determine to be appropriate. The Customer shall pay such interest to LB and (in the event of litigation) such interest shall be payable to LB both before as well as after judgment.

## **18. Security**

LB shall at all times have a general lien over any and all property of the Customer including Financial Products deposited by the Customer or held in or subject to the control of LB (either solely, jointly with others, or as a guarantor for the account of any person for any purpose, including safekeeping) or provided as collateral to be bought and carried in the Global Accounts or any other Accounts as security for any outstanding obligation (whether actual or contingent) owed by the Customer to LB. LB may at all times exercise this lien by effecting a sell-out of any or all of such property of the Customer and apply the net proceeds towards settlement or discharge of the Customer's obligations to LB. This general lien is regardless of whether LB has made advances in connection with such cash or other property, and irrespective of the number of Accounts the Customer may have with LB.

## **19. Set-off**

19.1. LB may at any time and from time to time without notice set-off any amounts due to the Customer or held in any Account or any other account to which the Customer is beneficially entitled (whether with LB or with any Associate) or subject to the control of LB (either solely, jointly with others, or as a guarantor for the account of any person for any purpose, including safekeeping) or provided as collateral to be bought and carried in Global Accounts to reduce or extinguish any liability whether present or future, actual or contingent, primary or as surety, owed by the Customer to LB or to any of its Associates.

19.2. Each and every Associate may, subject to the proviso hereafter set out, enforce the set-off right provided in this Clause in accordance with the Contracts (Rights of Third Parties) Act (Chapter 53B of Singapore) provided that with respect to credit balances in the Accounts, LB's right of set-off has priority and as to any excess credit remaining in the Accounts thereafter, priority as amongst the Associates' benefit to the set-off right shall be as determined by LB who may also elect to have the Associates enjoy such right on a pro-rated basis where the said excess is not sufficient to be set off against the aggregate debit balances owing to the Associates by the Customer.

19.3. For so long as the Customer owes monies or obligations (for whatsoever nature and howsoever arising) to LB, the Customer may not withdraw any cash, Financial Products or other property from LB without LB's consent. LB may at any time withhold any cash, Financial Products or other property pending full settlement of all such monies or obligations of the Customer.

## **20. Default - Suspension / Closure of Account**

20.1. The Customer agrees that if any one of the following events occurs ("Default"), LB will have the immediate right, at its discretion, to suspend or close any and any one or more Account and take any one or more of the actions available to it in this Clause:

- (a) the Customer fails to comply with or perform any of its obligations in this Document, the Client Account Agreement or in respect of any Account, Transaction or Primary Service;
- (b) the Customer fails to make, when due, any payment or delivery required to be made by it under this Document, the Client Account Agreement or in respect of any Account, Transaction or Primary Service;
- (c) any person (whether one or more individuals or sole proprietorships or any partner of a partnership) constituting the Customer dies, becomes bankrupt, of unsound mind, unable to pay his debts as they fall due or has an action commenced against him to place him in bankruptcy, or if an action is commenced to dissolve and/or alter the partners or the constitution of the Customer (where the Customer is a partnership);
- (d) where the Customer is a corporation or any other body corporate, where the Customer becomes unable to pay its debts as and when they are due, or any action or step is commenced or any resolution is passed to place the Customer in liquidation, winding up, insolvency, judicial management, receivership, administrative management, or any similar or analogous proceedings;
- (e) the Customer (or where the Customer comprises two or more persons or where the Account is a joint account, any such person) makes any arrangement or composition with his creditors;
- (f) any claim, action or proceeding of any nature is commenced against the Customer (or where the Customer comprises two or more persons or where the Account is a joint account, any such person), or steps are taken by any person to enforce any security against the Customer (or where the Customer comprises two or more persons or where the Account is a joint account, any such person);

- (g) LB in good faith forms the opinion that its interest would be adversely affected if it does not suspend or close the Account;
- (h) if LB becomes aware of suspicious or reasonably possible fraudulent or unauthorized Account activity, which may cause Loss to the Customer or LB; or
- (i) a default, event of default or other similar condition or event (however described) occurs in respect of the Customer (or where the Customer comprises two or more persons or where the Account is a joint account, any such person) or any affiliate of the Customer under one or more agreements of any of them (individually or collectively) with LB.

20.2. All acts performed by LB and/or the Intermediaries prior to receiving written notice of the Customer's death, incapacity or incapability (if a natural person) shall be valid and binding upon the Customer and the Customer's successors in title. In the event of the Customer's death, LB shall be absolutely protected in acting under this Document until LB receives actual notice of death from the legal personal representatives or executors of the Customer. The legal personal representatives or executors will be recognised by LB as having the sole authority to act under this Document on behalf of the deceased Customer.

20.3. The Customer shall immediately notify LB if any Default occurs, or if a Default or potential Default is likely to occur.

20.4. Upon the suspension or closure of an Account, no further transactions for that Account may be initiated by the Customer.

20.5. If any of the events of Default occurs, without prejudice to any other rights that LB may have under this Document or the Client Account Agreement, the Customer agrees that LB will have the right to take any one or more of the following actions without having to give prior notice to the Customer:

- (a) terminate its relationship with the Customer and demand that the Customer fully pay LB all sums owing by the Customer to LB;
- (b) terminate any outstanding Transactions or other open positions in the Account, or close-out or otherwise liquidate the same in such manner and upon such terms as LB deems fit;
- (c) terminate any Primary Service utilised by the Customer;
- (d) sell any or all Financial Products or any property outstanding which may be long or short held in any and every Account or in custody thereafter apply the net proceeds of sale (after deducting for LB's costs and expenses in connection with such sale)

towards settlement of all monies owing by the Customer to LB or to any Associate or apply any amounts whatsoever nature standing to the credit of the Customer against any amounts which the Customer owes to LB (of whatsoever nature, and howsoever arising, including any contingent amounts) or generally to exercise LB's right of set-off against the Customer;

- (e) satisfy any obligation the Customer may have to LB (either directly or by way of guarantee or suretyship) out of any cash or other property of the Customer in LB's custody or control;
- (f) net or set off some or all positions and balances in the Accounts;
- (g) combine two or more of the Accounts;
- (h) take delivery under any of the positions in the Accounts;
- (i) hedge and/or enter into off-setting or other Transactions in order to establish a spread or straddle to protect against any risk of Loss in respect of such positions;
- (j) sell, realise, liquidate or otherwise apply all or any part of the Collateral towards satisfaction of any and all of the Customer's liabilities to LB at a price which LB deems appropriate in the circumstances;
- (k) cancel or complete any outstanding Instructions or other commitments made on behalf of the Customer for the purchase or sale of any property or for any Transaction or Account;
- (l) borrow or purchase or otherwise procure any such property being the subject matter of any sale and making delivery under such sale;
- (m)cancel any outstanding Instructions in order to close the Account or Accounts;
- (n) suspend (indefinitely or otherwise) or terminate any Account, or LB's relationship with the Customer and accelerate any and all liabilities of the Customer to LB so that they shall become immediately due and payable;
- (o) hedge and/or close out any outstanding Transaction (including any Transaction which has yet to be settled on the date on which LB terminates such Transaction) by determining its value in good faith as of the date of the close-out as soon as practicable after the close-out;
- (p) call upon any Collateral including any guarantees and letters of credit which may have been issued to or in favour of LB as security for the Account(s);



- (q) apply any amounts of whatsoever nature standing to the credit of any Account against any amounts which the Customer owes to LB (of whatsoever nature and howsoever arising, including any prospective or contingent amounts), or generally to exercise LB's right of set-off against the Customer;
- (r) demand any shortfall, after taking any one or more of the above steps, from the Customer, hold any excess pending full settlement of any other obligations of the Customer, or pay any excess to the Customer by way of cheque to the last known address of the Customer; and
- (s) exercise such other authority and powers that may have been conferred upon LB by this Document and the Client Account Agreement, on such terms and conditions as deemed appropriate by LB. In exercising any one or more of its foregoing rights, LB shall not be obliged to furnish any reason to the Customer.

20.6. Any sale or purchase of Financial Products or other property outstanding in the Account or Accounts arising out of Clause 20.5 may be made according to LB's judgment and at LB's discretion, either by direct sale or purchase in the same contract month (if applicable) or by sale or purchase in another contract month in which a hedging position is possible; and on any exchange or other market where such business is then usually transacted. It is understood that, in all cases, a prior demand, or call, or prior notice of the time or place of any sale or purchase under this Clause shall not be considered a waiver of LB's right to sell or to buy without demand or notice as herein provided, that the Customer shall at all times be liable for the payment of any debit balance owing in such Account(s) with LB upon demand, and that in all cases, the Customer shall be liable for any deficiency remaining in such Account(s) in the event of the liquidation thereof in whole or part by LB or by the Customer.

20.7. In the case of Transactions effected otherwise than on an exchange, in the event of a Default:

- (a) all outstanding Transactions (including any Transaction which has not been performed and in respect of which the value date as determined by LB is on or precedes the date on which LB terminates such Transaction) entered into between the Customer and LB shall be deemed immediately closed-out at prevailing prices (or at such prices LB deems fit);
- (b) the amounts resulting from such close-out shall be converted into any currency as LB may from time to time use as the principal currency of its business (together with all margin duly converted into such other currency as LB may from time to time use as the principal currency of its business) at LB's prevailing rates; and

- (c) set-off against each other and the margin prior to LB resorting to its rights under Clause 20.5 and/or making payment or repayment to the Customer (if applicable).

## **21. Transfer between Accounts and Consolidation of Accounts**

LB may, at any time without notice to the Customer, combine and/or consolidate all or any of the Customer's Accounts with LB and LB's Associates. Without limiting or modifying the general provisions of this Document, LB is hereby specifically authorised to and may, in its discretion, at any time and from time to time without notice to the Customer apply and/or transfer any sum or sums interchangeably between the different Accounts that the Customer has with LB and with any of LB's Associates in settlement of any or all the Customer's debts with LB and LB's Associates.

## **22. Termination by Notice**

- 22.1. The Customer agrees that LB has in any event the right to terminate any Account(s) or any Primary Service(s) at any time by giving five (5) days' notice in writing to the Customer ("Termination Notice") and LB is entitled to cease to provide any Primary Services or do any act in relation to any Transaction or Account after such termination.
- 22.2. LB shall be under no obligation to inform the Customer of its reasons for termination.
- 22.3. The Customer remains liable for any outstanding balance ("Outstanding Balance") owing to LB accrued up to the date of closure/termination of the Account or revocation of the Primary Service(s), and upon receipt of the Termination Notice, the Customer must immediately pay such Outstanding Balance.
- 22.4. Prior to the date of the termination of any Account or Primary Service, the Customer shall instruct LB as to the proper disposal or transfer of monies and other property of the Customer in relation to such Account or Primary Service.
- 22.5. Notwithstanding any Termination Notice, if there are any uncompleted Instructions or Transactions in relation to, or intended for any Accounts or Primary Services, LB may in its discretion complete those Instructions or Transactions and the terms of this Document shall continue to apply in relation to such Instructions or Transactions.

## **23. Statements and Contract Notes**

Whenever the Customer receives any statements of account, contract notes or any document in relation to any Account or provided pursuant to any of the Primary Services from LB, the Customer shall verify the same and shall inform LB of any mistakes or

omission or disagreements within seven (7) days from the date the statement of account, contract note or document was despatched or transmitted. If the Customer fails to do this, he agrees that he no longer has the right to dispute the accuracy of the statement, note or document. Accordingly, LB has the right to treat the Customer's silence as the Customer's representation that the statement, note or document is accurate. However, if LB finds out at any time that any statement, note or document is inaccurate, it may at any time amend the statement, note or document accordingly and may demand immediate repayment from the Customer of any monies erroneously paid over to the Customer as a result of such inaccuracy. The Customer shall immediately notify LB if any statement of account, contract note or document provided pursuant to the Account or Primary Services is not received by the Customer in the ordinary course of business.

#### **24. Power of Attorney**

By trading with or through LB with respect to the Account(s) or utilising any Primary Service, the Customer hereby confirms its irrevocable appointment of each and every director and officer of LB (on a several basis), for so long as they are each a director or officer (as the case may be) of LB, as the attorney of the Customer for each and all of the purposes of this Document and with power to sign and execute all documents and perform all acts in the name and on behalf of the Customer in connection therewith whether in respect of any Transaction relating to any Account, any Primary Service or in respect of anything required to facilitate or give effect and/or substance to the rights conferred on LB under this Document, and to do anything reasonably ancillary thereto. Further, registration of this power of attorney in any jurisdiction may be effected on the Customer's behalf by LB at the Customer's expense. The Customer undertakes to hold harmless, indemnify and keep indemnified LB and any of the aforesaid attorneys from and against any and all Losses (including legal costs on a full indemnity basis) suffered or incurred by any of them in the proper exercise of their powers under this Clause.

#### **25. Ratification**

The Customer agrees to ratify and confirm, and hereby ratifies and confirms, any and all acts and things done or caused to be done by LB (including pursuant to the power of attorney granted in Clause 24 ) for and on behalf of the Customer or otherwise in relation to any Account, any of the Transactions or Primary Services or any part or all of the Financial Products custodised with LB.

#### **26. Introductions, Sharing of Fees, Commissions and/or Other Charges**

26.1. The Customer acknowledges that the Customer may have been introduced or referred to LB. by a third party. If so, the Customer accepts that:

- (a) no such third party shall in any way be regarded as an agent of LB and that LB accepts the Customer as a customer only on the basis that LB does not accept and will

accept no responsibility for any conduct, action, representation or statement of any such third party; and

- (b) LB may however share its fees, commissions and/or charges with such third party or any other third party or otherwise reward such third party for such introduction or any administrative service that the same may perform for LB in relation to the Customer.

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

- (a) LB shall not in any way be regarded as an agent of the relevant third party (even if a member of the LongBridge Group) and that the Customer will establish and/or maintain its account or conclude and effect any transaction with the relevant party only on the basis that LB will have no liability or responsibility for any representation or statements made to be relied on by the Customer in establishing and/or maintaining such account or effecting such transaction; and
- (b) LB may however receive one or more payments for it having referred the Customer to the relevant party for the Customer to open and/or maintain an account with such party or effect any transaction with such party. The Customer agrees and consents to the foregoing and LB's retention and appropriation wholly for its own account and benefit of such payments.

## **27. Unclaimed Moneys and Assets**

If there are any monies, Financial Products or other property standing to the credit of any Account (including a trust or custody account) or otherwise held by LB or its Nominee or Sub-Custodian for and on behalf of the Customer which are unclaimed by the Customer six (6) years after the Customer's last transaction with or through LB and LB determines in good faith that it is not able to trace the Customer, the Customer hereby irrevocably agrees that all such moneys, Financial Products and other property including any and all accretions and accruals thereon (which in the case of monies shall include all interests earned thereon and all investments and their respective accretions and accruals which may have been made with such monies; and in the case of Financial Products shall include all accretions and accruals thereon) shall be deemed to have been abandoned by the Customer in favour of LB and may be appropriated by LB to and for itself to utilise in any manner LB so wishes for its own benefit. The Customer thereafter shall have no right

to claim such moneys, Financial Products or property, or their accretions and accruals with the Customer being deemed to have waived and abandoned all its rights to such moneys, Financial Products or property (and any other property as may accrued to it) in favour of LB.

## **28. Uncashed Stale Cheques**

Without prejudice to Clause 27 above, the Customer acknowledges that LB operates a stale cheque policy to encourage the timely cashing of cheques issued by LB or its appointed custodians to or as instructed by the Customer. A cheque issued by LB or its appointed custodians is to be considered “stale” and therefore void the earlier of six (6) months from the date of issue of the cheque or such shorter time as the bank on whom the cheque is drawn against regards the cheque as stale (and thus will not pay out on the cheque by reason of the cheque being stale). The result of a cheque going stale is that LB will re-credit the Customer's Account with a sum equal to the face value of the cheque(s) less such charge(s) as its bank may charge LB where the Customer or relevant payee of the cheque(s) attempts to bank in or cash the stale cheque(s) after it/they have gone stale. Subject to Clause 27 above, LB will charge and debit against such Account for administering the re-credited sum(s) an administration fee as determined by LB as from one (1) month after a relevant re-crediting is effective. LB will, so long as there still remains any re-credited amount in the Account, re-issue a new cheque for an amount up to the full amount still in credit in the Account upon request of the Customer.

## **29. Customer Assessments**

The Customer further acknowledges that its application to open an Account, undertake a Transaction or utilise a Primary Service may be subject to LB having established that the Customer has the requisite knowledge and competence under Applicable Laws (“Customer Assessments”). Where LB has determined that such Customer Assessments are required in respect of the Customer under Applicable Laws, (a) if the Customer is assessed or is deemed by LB not to possess the requisite knowledge and competence, LB may refuse to permit the Customer to open an Account, to enter into any such Transaction or to utilise any such Primary Service, without any liability or responsibility whatsoever to the Customer; and (b) the Customer may be assessed or deemed not to possess the requisite knowledge and competence (i) in accordance with Applicable Laws or (ii) by reason of the Customer's failure or refusal to provide all relevant information to LB for such Customer Assessments. To the fullest extent permitted by law, in conducting any Customer Assessment, LB does not undertake any duty or obligation to ensure that any Transaction or Primary Service is suitable or recommended for the Customer and LB shall not be regarded as making any recommendation or suitability representation to the Customer by reason only that LB permitted the Customer to open an Account, enter into any Transaction or utilise any Primary Service.

## **30. Prior Consent for LB acting as Principal**

- 30.1. The Customer understands that LB acts as the agent of the Customer in respect of all Transactions, except when LB discloses to the Customer with respect to any particular Transaction that LB acts as principal for LB's own account or as an agent for some other person. In order to avoid the need, on each occasion where there is the possibility of LB acting as principal or counterparty for LB's own account or acting for the account of any person associated with or connected to LB in respect of the Customer's Instructions in respect of a Transaction, to seek the Customer's prior consent before the Customer's Instructions may be executed and so to avoid at least any delay in execution and filling of such Instruction, the Customer hereby consents to LB, from time to time and at any time, acting as principal or counterparty for LB's own account or acting for the account of any person associated with or connected to LB in respect of the Customer's Instructions in respect of a Transaction, and waives any and all requirements for prior notice by LB in respect of all such Transactions.
- 30.2. Such consent and waiver of the Customer under this Clause shall be deemed to be effective as a formal written consent and waiver for all purposes under all Applicable Laws. Such consent and waiver of the Customer shall stand and remain in effect at all times until and unless revoked by at least five (5) business days' prior written notice by the Customer to LB.
- 30.3. Unless otherwise required by any Applicable Law, LB has no obligation to provide the Customer with information with respect to any position of the Customer, and except as directed by the Customer, no obligation to close any position in any Account which LB may carry on behalf of the Customer. Notwithstanding the aforesaid, LB may, without assigning any reason therefore, refuse to act for the Customer in any particular Transaction.
- 30.4. Where LB has as principal, entered into any Transaction with the Customer, and unless otherwise required by law, LB shall be absolutely entitled to all gains, profits and benefits derived from any such Transaction of the Customer entered into with LB.

### **31. Customer always transacting as principal**

Notwithstanding that the Customer may as between itself and a third party be effecting Transactions for and on behalf of such third party, as between the Customer and LB, unless otherwise agreed between the Customer and LB, the Customer shall be deemed to be and is transacting solely as principal. The Customer acknowledges, undertakes and agrees to be always primarily liable to LB for all Transactions.

### **32. Representations, Warranties and Acknowledgements**

32.1. In addition to the representations and warranties in each applicable Section of Part B of this Document, the Customer represents and warrants that:

- (a) it has full capacity, power and authority (and if an individual, is of full legal age) to enter into, accept and agree to this Document and perform its obligations under this Document and in the Client Account Agreement and to make the investments contemplated thereby, to open, maintain and/or continue to maintain all Account(s) from time to time opened, maintained and/or continued to be maintained with LB, to give LB Instructions thereon, to enter into Transactions, and to acquire or use any Primary Service;
- (b) it has all authorisations, consents, licences or approvals (whether under Applicable Laws or otherwise) required to enter into, accept and agree to this Document, the terms of the Client Account Agreement and the investments contemplated thereby, to open, maintain and/or continue to maintain all Account(s) from time to time opened, maintained and/or continued to be maintained with LB, to give LB Instructions thereon, to enter into Transactions, and to acquire or use any Primary Service;
- (c) any Instructions placed or any other dealings in the Account(s) are solely and exclusively based on its own judgment, after taking independent legal and tax advice and after its own independent appraisal and investigation into the risks associated with such Instructions or dealings;
- (d) LB shall not be under any duty or obligation to inquire into the purpose or propriety of any Instruction and shall be under no obligation to see to the application of any funds delivered by the Customer in respect of any Account;
- (e) any person(s) empowered to act on the Customer's behalf have been duly authorised;
- (f) the Customer is not bankrupt or financially insolvent and no order, declaration or steps are being or have been taken to appoint a trustee in bankruptcy, receiver, receiver and manager, judicial manager, liquidator, administrator or other similar person over the Customer or the Customer's property or assets;
- (g) the Customer is acting as the principal of the Account and, unless notified to LB in writing, the Customer will not be acting as agent, trustee or nominee for any other person or entity and shall be the full legal and beneficial owner of all funds and property in or in respect of the Account. On such notification, LB shall require reasonable verification of the identity of the principal, confirmation that the Customer is authorised to act as agent for the principal and such other information that LB may require;
- (h) the Customer shall ensure that it shall at all times be in a position to meet its commitments and obligations in respect of any Transaction;

- (i) no confiscation order, charging order, restraint order, production order or search warrant under the Crimes Act 1961(NZ), Misuse of Drugs Act 1975 (NZ), Serious Fraud Office Act 1990 (NZ) and Financial Markets Conduct Act 2013 (NZ) has been issued or is pending against the Customer. The Customer shall notify LB promptly if any such order or search warrant is issued or pending;
- (j) the Customer's name does not and has not at any time appeared on the list of Specially Designated Nationals and Blocked Persons maintained by the United States Office of Foreign Assets Control or on any lists or resolutions issued by the United Nations (whether through the Security Council or otherwise) pursuant to which dealings with persons specified therein are prohibited, restricted or discouraged;
- (k) except with the express written consent of LB, and except for any security or encumbrance created hereunder or otherwise in favour of LB, the Customer shall not grant and no person has or shall have any right, title or interest in or security or other encumbrance over any Account and/or over any cash or property in any Account;
- (l) any funds and/or assets placed now or subsequently provided by the Customer from time to time with LB will at all times comply with all Applicable Laws, including all tax laws and regulations;
- (m) neither its entry into this Document nor into or usage of any Transaction, Account or Primary Service contemplated by this Document or the Client Account Agreement will breach any Applicable Laws;
- (n) the declarations made and information provided by the Customer and any information provided from time to time to LB are true, accurate, complete and not misleading in any respect and the Customer has not withheld any information that would cause LB to refuse to open or maintain any Account, to effect any Transaction or to provide any Primary Service to the Customer. LB is entitled to rely fully on such information and representations unless and until LB receives notice of any such change from the Customer;
- (o) the Customer has received, read, understood, acknowledged and accepted the terms of the relevant risk disclosure statements, that the risk disclosure statements are not substitutes for taking independent advice, and that no transaction will be entered into in reliance on any statement, advice or information by LB; and
- (p) the Customer's acceptance of this Document and any Instructions given or any other dealings in the Account or in relation to any Primary Service are solely and exclusively based on his own judgement and after his own independent appraisal and investigation into the risks associated with such orders or dealings.



The above representations, warranties and undertakings shall be deemed repeated whenever the Customer gives Instructions to LB, enters into any Transaction, acquires or uses any Primary Service, or establishes or operates any Account with LB.

32.2. The Customer hereby understands, acknowledges and agrees that in order to comply with any applicable market conduct, anti-money laundering and the prevention of the financing of terrorism regulations, LB may require detailed verification of the Customer's identity, the source of the payment of monies and purpose/nature of the Customer's Transactions. LB reserves the right to request and the Customer agrees to provide such information as is necessary to verify the identity of the Customer and its beneficial owners (if any), the source of the Customer's funds and/or wealth, the purpose/nature of Transactions and any other information necessary to comply with market conduct, anti-money laundering and anti-terrorism rules under Applicable Laws whether in or outside Singapore. In the event of delay or failure by the Customer to produce any information required for verification purposes, LB may refuse to accept any deposits in the Account, terminate the Account, carry out any Transaction, provide any Primary Service and/or refuse to pay any withdrawal proceeds. Neither LB nor any of its Nominees shall be responsible or liable for any Loss suffered by the Customer as a result of the rejection or delay of any of the foregoing or any compulsory withdrawal of the Account.

### 33. No Waiver

If LB does not exercise or delays exercising a right whether under the terms and conditions under this Document and the Client Account Agreement or otherwise, this does not mean that it has given up or waived the right or that it cannot exercise the right later. No failure to exercise or enforce and no delay in exercising or enforcing on the part of LB of any right, power or privilege shall operate as a waiver thereof, nor shall it in any way prejudice or affect the right of LB afterwards to act strictly in accordance with the powers conferred on LB under the terms and conditions under this Document and the Client Account Agreement, nor shall any single or partial exercise of any right, power or privilege of LB preclude any other or further exercise thereof or the exercise of any other right, power or privilege of LB. Further, unless otherwise expressly agreed in writing by LB, no waiver of any provision in this Document, rules and regulations applicable to any exchange or clearing house, or otherwise imposed by LB relating to all or any Transaction, Primary Service or Account may be implied from any conduct or course of dealing between the Customer and LB. The only way LB can waive any of its rights is by way of written notice to the Customer as duly signed by the manager of LB or his supervisor.

### 34. Variations

The Customer agrees, acknowledges and accepts that LB may amend, vary or supplement any terms or conditions hereunder of this Document and/or the Client Account Agreement or any additional or specific terms or conditions relating to any Account, Primary Service or Transaction by notice to the Customer by any means LB deems fit, including notification via the Electronic Broking Services, and any such amendment, variation or supplement shall take effect as from the date of such notice or the date specified in such notice (as the case may be). If the Customer continues to give Instructions in respect of or operate any Account, makes use of any of the Primary Services or to effect any Transaction after receiving such notice, the Customer shall be deemed to have agreed to any such amendments, variations or supplements without reservation.

### 35. Assignment, Charge, Encumbrance

The Customer shall not without the prior written consent of LB assign, charge, pledge, encumber or create or permit to subsist any security right, or create or permit to create or confer any interest (whether by way of trust or otherwise), in favour of any person (other than LB), in or over any Account, any cash or property in any Account or the Customer's rights therein. LB shall not be required to recognise any person other than the Customer as having any interest in any Account. LB may assign any or all of its rights hereunder or under any Account to any person LB deems fit, or change the office through which any Transaction is booked, or through which it makes or receives payments or deliveries for the purpose of any Primary Service or Transaction.

### 36. Continuity of Terms

This Document shall be binding on LB and the Customer and their respective successors in title and assigns, and shall continue to be binding on the Customer notwithstanding any change in the name or constitution of LB, any change in the ownership structure of LB, or the consolidation, amalgamation or merger of LB into or with any other entity.

### 37. Severability

If any provision of this Document is or becomes illegal, invalid or unenforceable, the same shall not affect the legality, validity or enforceability of any other provision of this Document nor the legality, validity or enforceability of such provisions under the law of any other jurisdiction.

### 38. Rights and Remedies

All of LB's rights and remedies under this Document are cumulative of, in addition to, and not exclusive or in derogation of, any other rights or remedies provided or available to LB hereunder, by law, in equity or by any other agreement.

### 39. Illegality

If any event occurs (including the introduction, implementation, operation or taking effect of, any Applicable Laws, or any change in Applicable Laws or in their interpretation or application by any governmental authority or agent) which makes or declares it unlawful or impracticable for either LB or the Customer to exercise its rights or perform its obligations under this Document, LB shall in good faith determine if this Document may be amended or the trading arrangements restructured in a manner which is lawful. If LB determines in good faith that this is not reasonably practicable, LB may terminate any Account(s) or any Primary Service according to Clause 22 and take all actions in accordance with Clause 20 as if a Default had occurred for the purpose of that Clause.

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

Unless expressly provided in the terms and conditions of this Document, a person who is not a party to this Document has no rights under Contract and Commercial Law Act 2017 (NZ) to enforce any of the Clauses hereunder. No third party beneficiary's consent is required for any subsequent agreement between the Customer and LB to amend or vary (including any release or compromise of any liability) or terminate this Document. Where third parties are conferred rights under this Document, those rights are not assignable or transferable.

### 41. Governing Law and Jurisdiction

This Document shall be governed by and construed in accordance with New Zealand law. In relation to any legal action or proceedings arising out of or in connection with any Account (including Transactions effected for the Account) or referable to any Primary Service, the Customer hereby submits to the non-exclusive jurisdiction of the courts of the Commonwealth of New Zealand and the Customer waives any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum. Nothing in this Document restricts the right of LB to submit dispute to any other court of competent jurisdiction and the Customer agrees to submit to the jurisdiction of such other court, whether concurrently or not. The Customer hereby nominates and appoints his trading representative, financial adviser or fund manager as the case may be to be his agent for service of process of any documents commencing and otherwise relating to any such legal action or proceedings brought by LB.

### 42. Compliance with Applicable Laws

The Customer's relationship with LB hereunder, the opening, maintaining and operation of all Accounts, the provision of all Primary Services, the implementation and execution of all Instructions, and the entry into and settlement of all Transactions, shall be subject at all times to Applicable Laws. Notwithstanding anything herein to the contrary, LB may

take or refrain from taking any action whatsoever and the Customer shall do all things required by LB (including the giving by the Customer of its full co-operation with any market, exchange or clearing house), in order for LB to secure, procure or ensure for LB's benefit all compliance with Applicable Laws or any order of court/authority and LB shall have no responsibility or liability whatsoever to the Customer. Further, the Customer shall ensure that all necessary authorisations, licences, approvals and consents of any governmental or other regulatory body or authority applicable to each Transaction are obtained and that the terms thereof and of all Applicable Laws are complied with. LB may require the Customer to supply, and the Customer shall supply such evidence of compliance with as LB may require. Notwithstanding the foregoing, the absence or lack of any such authorisation, licence, approval or consent shall not be a bar to any action or proceedings for recovery of payment or delivery by LB against the Customer in respect of any Account, Primary Service or Transaction. The Customer agrees that LB shall not be required to inform or obtain prior consent from the Customer to comply with any order or directive of any court or any applicable regulatory authority issued on or in respect of the Customer's Account. The Customer further agrees that LB shall not be required to inform the Customer after having complied with such order or directive, and LB shall not be responsible for any loss whatsoever to the Customer's Account arising from LB's compliance with such order or directive.

## **PART B : Terms For The Primary Services**

### **Section 1 : Trading Accounts**

#### **1. Opening a Trading Account**

If the Customer's application to open a trading Account ("Trading Account") to trade in Financial Products through LB is accepted by LB, then LB shall open a Trading Account in the name of the Customer upon which the Customer may effect Transactions. LB shall be entitled to decline such application without providing the applicant with any reason.

#### **2. Authority of Designated Account Managers**

For the avoidance of doubt, without prejudice to the generality of Clause 34 of Part A, no account manager is authorised to waive or vary and every account manager is in fact prohibited from waiving or varying, any of LB's rights under the terms and conditions under this Document and the Client Account Agreement. No account manager shall be authorised or permitted to accept any liability on LB's behalf.

#### **3. Instructions and Delivery**

3.1. All Instructions in relation to a Trading Account shall be governed by Clause 16 of Part A.

3.2. Before placing an Instruction for the sale of Financial Products, the Customer shall ensure that the relevant Financial Products are available for delivery and shall constitute good delivery thereof on the settlement date of the Transaction. If delivery of foreign listed Financial Products is not made on the settlement date, LB shall have the right to buy-in immediately, apply any and all proceeds received by LB for the Transaction against all Losses incurred or suffered by LB, and bill the Customer for the difference. LB shall not be liable to the Customer for any Loss suffered by the Customer as a result of any rise in the market price of the Financial Products between the time the right to buy-in arose and the time it actually buys the Financial Products.

3.3. The Customer shall at all times maintain sufficient funds in the Trading Account for the purpose of effecting any Instruction (including funds for paying any commission, fees, costs and other charges which the Customer may be liable for). If at any time there are insufficient funds in the Trading Account to carry out any Instruction, LB may, without any liability or responsibility to the Customer, at its absolute discretion, do one or more of the following:

- (a) decline to accept or act on any Instruction;
- (b) force sell or liquidate any or all Financial Products;

(c) require the Customer to deposit with LB such additional funds immediately on demand;

(d) transfer the necessary funds from any Account of the Customer with LB; and other

(e) advance the necessary funds to the Customer for the purpose of effecting any Instruction and to debit the Trading Account with the amount of that advance.

3.4. The Customer acknowledges that any deposits made into the Trading Account shall be debited and used to secure and satisfy the Customer's obligations under any Transaction or any matter in connection with this Document as well as for such other purposes as the Applicable Laws may permit or stipulate.

3.5. If LB advances any funds to the Customer, the Customer must pay interest on the amount advanced at the rate prescribed and calculated in accordance with LB's procedures and requirements, and the Customer shall immediately pay the debit balance on the Trading Account on demand, failing which LB shall be entitled to charge default interest at the rate prescribed and calculated in accordance with LB's procedures and requirements.

#### 4. Automatic Liquidation

4.1 LB has the right to liquidate any or all of the Financial Products and Transactions of a Trading Account without notice to the Customer to apply any proceeds therefrom against any amount owed to LB, including if the Customer does not pay for any Financial Products which it purchases or settle any other Transaction with respect to Financial Products by the due date of the purchase contract, and LB may demand any shortfall after exercising all of its rights under this Document, including under this Clause.

4.2 LB may but is not obliged to exercise this right on any day after the day on which the right to liquidate first arose.

4.3 LB shall not be responsible for or liable to the Customer with respect to purchase Transactions relating to Financial Products which the Customer has defaulted on for any Loss suffered by the Customer as a result of any fall in the market price of the Financial Products between the first day the right to liquidate arose and the day it actually sells such Financial Products.

#### 5. Customer's Responsibility in handling information provided by LB

5.1 The Customer acknowledges and accepts that other than execution-related advice (which refers to advice which is solely incidental to the execution activities of LB and where no discrete fee is charged for the advice rendered, and as amended under

Applicable Laws) LB does not and shall not undertake any advisory, fiduciary or similar or other duties or act as investment adviser to the Customer.

5.2 The Customer confirms, understanding and accepting 5.1 above, and further therefore represents (with full intention of LB relying on such representation) that, the Customer does not wish or expect to be provided with any financial adviser services by LB to which section 9 of the FAA applies; and accordingly will not purport to file a civil claim for any advice or recommendation or suggestion received by the Customer from LB or its representatives alleging any breach of such section on the part of LB. The Customer makes such representation fully aware and accepting that the Customer shall be solely responsible to determine the merits and suitability of each and every Transaction, and that the Customer will have made his own informed decision and (including where relevant) taken all necessary independent legal, tax, financial and other advice in relation to any Account, Transaction or Primary Service and before entering into any such Transaction with or through LB.

5.3 As such, the Customer also acknowledges and agrees that any information concerning trading and investment opportunities by or supplied by LB or on its behalf (and whether oral, provided through the Electronic Broking Services or otherwise) can only comprise and be accepted as (i) informational only; or (ii) no more than by way of generally circulating advice; or (iii) (if relevant) Execution-Related Advice with respect to Excluded Investment Products not intended to be specifically suitable for the Customer. Although LB shall take reasonable care to ensure that no such information is untrue or misleading at the time they are made or provided to the Customer:

(a) no guarantee is given by LB as to its truth, accuracy or completeness;

(b) as such information concerning trading and investment opportunities is not generally prepared with individual customers or classes of customers in mind, they are all to be treated as general information for general circulation only, which does not take into account any specific investment objectives, financial situation or particular needs of any particular person, and is not suitable for use by the Customer as an individual customer without independent verification by the Customer; and

(c) each such piece of investment information is subject to change without notice.

6.5 Further, the Customer fully understands that LB (as a provider fundamentally of execution only broking services) is under no obligation to make any extraneous market information available to the Customer or to provide the Customer with any financial, market or investment information or suggestion. If LB does provide such investment information, LB is not providing such information as a required service to the Account, LB is not acting as a financial or investment adviser, and LB assumes no responsibility for the performance or outcome of any transaction or investment made by the Customer

after receipt of such information or for the performance of the Customer's portfolio in part or as a whole.

6.6 The Customer also agrees that it shall not in any event give any Instructions in reliance on any representation, advice, view, opinion or other statement made by LB, its employees or its account manager(s) without the Customer being responsible for, independently verifying and determining that the same is appropriate and suitable for the Customer to act on. The Customer also acknowledges that except for authorized Generally Circulating Advice or Execution Related Advice with respect to Investment Products not intended to be specifically suitable for the Customer, LB prohibits a trading representative giving any trading suggestions, recommendations or information on its behalf. Any such out of scope and prohibited suggestions, recommendations or information if made must therefore be regarded as having been made in the trading representative's own personal capacity. If contrary to the foregoing, the Customer does so rely on them, the Customer shall not hold LB either directly or indirectly responsible or liable for any Loss suffered by the Customer as a result of this.

#### 7 Limits and Restrictions:

LB may in its sole and absolute discretion without giving any reason and without notice to the Customer at any time and from time to time impose any trading or Transaction restrictions or any limits upon the Customer, including position limits, Transaction limits and limits on contract size in respect of any Account, and the Customer shall not breach or exceed such restrictions and limits. Any limits and restrictions imposed by LB may be varied by LB from time to time and without prior notice to the Customer. No previous limit or restriction shall set a precedent or bind LB. LB may impose stricter limits than any regulatory imposed limits and the Customer shall be obliged to comply with the limits imposed by LB.



## Section 2 : Electronic Broking Services

### Definitions

In this Section, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

“PIN” means personal identification number(s); and

“Service Providers” has the definition given to it in Clause 1.1, Section 2 of Part B.

### 1. Services

1.1 LB makes available for access and/or use a variety of computer or electronic network, platform and/or service(s) (which may be either wholly or partially computerised and/or automated) (the “Electronic Broking Services”) whether maintained and/or provided by LB or such parties as may be approved by LB (collectively, the “Service Providers”) for the purposes of the Customer’s trading in Financial Products and such other transactions as LB may from time to time approve to be traded via the Electronic Broking Services. They include LongBridge Mobile App and Web Portal.

1.2 The Electronic Broking Services are services provided by LB that may enable the Customer to:

(a) transmit Instructions to LB for acceptance and/or execution;

(b) engage in any other activities and services as LB may include as part of such Electronic Broking Services from time to time, and/or

(c) receive, subject to the limitations and exclusions of representations, warranties and liabilities below, access to key market indicators, real-time quotes as well as information on the Account(s). In terms of technical data, the Electronic Broking Services provide source information, analyses and commentaries on Financial Products, as determined by LB.

### 2. User Guide

The Customer agrees to abide by the procedures and instructions set out in the relevant user guide(s) (as may be amended, superseded or replaced from time to time) in respect of any item of the Electronic Broking Services which the Customer wishes to access or avail itself of. LB reserves the right to amend, vary or supplement any user guide(s) or prescribe any additional user guide(s) relating to the Electronic Broking Services.

### 3. Terms and Conditions

All Instructions transmitted via the Electronic Broking Services in relation to Transactions for any Account with LB are also subject to the terms and conditions set out in this Section 2 and also to the same terms and conditions governing the maintenance and operation of that Account and the relevant Primary Service(s) generally. Without prejudice to the foregoing, the Customer shall enter into such further agreement(s) and/or execute such further document(s) in respect of the Electronic Broking Services as LB may require from time to time. LB reserves the right to amend, vary or supplement the terms and conditions in this Section 2 or prescribe additional terms and conditions relating to the Electronic Broking Services.

#### 4. Authorisation

LB is authorised by the Customer to debit the Customer's Account(s) as it deems appropriate for all charges incurred in the use of the Electronic Broking Services.

#### 5. Use of the Electronic Broking Services

5.1 The Customer acknowledges that it shall be bound by any Instructions, access and/or use in respect of the Electronic Broking Services (whether such Instructions, access and/or use are authorised by the Customer or not) referable to the Customer's security codes. The Customer agrees and acknowledges that any Instructions referable to the Customer's security codes (whether such Instructions are authorised by the Customers or not) are irrevocable and binding on the Customer upon transmission through the Electronic Broking Services (notwithstanding any typographical or keystroke errors made when Instructions are given, any corruption or distortion of Instruction which may occur when such Instructions are transmitted through the Electronic Broking Services, or that such Instructions may exceed any position or transaction limits or restrictions (whether imposed by the relevant exchange, LB or otherwise)) and LB shall be entitled (but not obliged) to effect, perform or process such Instructions without the Customer's further consent and without further reference or notice to the Customer.

5.2 The Customer accepts that quoted prices may change prior to the execution of an Instruction and not all Instructions will be executed in chronological sequence with the orders being placed. Any Instructions given by the Customer shall be deemed to be given or made at the time and in the format received by LB (regardless of the circumstances prevailing at the relevant time).

5.3 The Customer shall not, and shall not permit any person to:

(a) gain unauthorised access or use of the Electronic Broking Services;

(b) make any modifications, adjustments or alterations to any information or services available on the Electronic Broking Services;

(c) by any use, action or omission, knowingly damage, disable, impair, overburden, tamper, restrict or otherwise interfere with any part, function or operation of the Electronic Broking Services, any LB or third party server or computer, the networks connected to any LB or third party server, the system of any exchange, or interfere with any other user of the Software;

(d) introduce any code, virus, trojan horse, malicious or hidden mechanism that would impair the operation of the Electronic Broking Services, LB's or any third party's servers, system of any exchange and computers or other devices or software, or would permit other users access to the Electronic Broking Services;

(e) resell, sub-licence, supply or otherwise transfer or permit access to or make available the Electronic Broking Services in whole or in part to others; or

(f) use the Electronic Broking Services to gain any unauthorised access to the system of any exchange or any computer system.

5.4 The Customer agrees and accepts that LB and its Service Providers undertake no responsibility or liability and is to have no responsibility or liability whatsoever in relation to any Electronic Broking Services or any part thereof that is provided and/or maintained by a third party and with whom the Customer has entered into an agreement or otherwise secured consent/approval for the Customer's use for the purposes of effecting Transactions for Accounts with LB. The choice of using such third party Electronic Broking Services or part thereof is agreed by the Customer to be wholly the choice of the Customer and the Customer acknowledges and accepts that it is solely responsible for and will bear all risks in relation to the usage of such third party Electronic Broking Services.

5.5 The provision of the Electronic Broking Services (insofar as it is owned and provided by and/or maintained by LB) is on the basis that, in LB's good faith opinion, it shall deliver such functionality and performance as may be reasonably expected and necessary in delivering a service within the scope of this Document to enable the Customer to effect Transactions electronically. To the fullest extent permitted by law, LB does not however make or give any warranty that such expectation will be realised with respect any specific Transaction or will always be realised.

5.6 Instructions transmitted via the Electronic Broking Services are placed at the Customer's sole risk. The Customer agrees to check and ensure that such Instructions have been properly received and accepted by LB and acknowledges that the use of the Electronic Broking Services for transmissions of Instructions also implies full responsibility that no unauthorised person shall have the right to access and use the Electronic Broking Services via the security code(s) of the Customer. Due to the nature of transactions carried out over the internet and telecommunication networks, the

Customer acknowledges and accepts the existence of risks unique to the Electronic Broking Services. Such risks include the following:

- (a) delay in or inability to access or use the Electronic Broking Services due to any hardware, software, system or connection failure, error, malfunction, omission, interruption, delay in transmission or computer virus;
- (b) loss of data or information or confidentiality of the same that may occur due to any cause whatsoever, including any failure of any of LB's electrical, electronic, computer, microprocessor, recording or communication system;
- (c) the need to conduct maintenance of the Electronic Broking Services system infrastructure from time to time, and any delay, failure, error, omission which may ensue; and
- (d) any communications being transmitted over the internet (whether using the Electronic Broking Services or otherwise) being intercepted or accessed by unauthorised or unintended parties, and therefore not arriving at the intended destination or may not arrive in the form transmitted.

5.7 The Customer understands that the transmission of Instructions to LB through or using the Electronic Broking Services may not be received by LB for reasons beyond LB's reasonable control including mechanical, software, computer, telecommunications or electronic failure. Unless the Customer receives confirmation of receipt of the same from LB, Instructions sent through or using the Electronic Broking Services may not have been received and accordingly, may not be processed or accepted by LB. LB shall not be responsible for or liable to the Customer in any way for any Loss whatsoever or howsoever caused arising, directly or indirectly, in connection with the transmission, or delay, or failure of transmission of Instructions to LB through or using the Electronic Broking Services or lack of confirmation of receipt of any Instructions by LB for whatever reason. The Customer shall notify LB forthwith of any failure to receive an appropriate response and/or confirmation that Instructions have been received and/or executed.

5.8 The Customer hereby acknowledges and agrees that (in addition to the exclusion of liability below and in this Document) LB is to have no responsibility or liability with respect or referable to such risks and in any event releases LB from any claim which it may have with respect to or referable to such risks or any one or more of them even if LB has been advised or is aware of the possibility of such Loss arising.

5.9 LB has the right, in its sole and absolute discretion, at any time for any reason whatsoever and in any manner it deems fit, without giving any prior notice thereof to the Customer, to amend, modify, suspend or terminate the operation of the Electronic Broking Services or the Customer's right of access to and/or use of any of the Electronic Broking Services, including amending the specifications for user interfaces, the minimum

information technology requirements and/or any other process relating to the use of the Electronic Broking Services or any part or parts thereof, as LB reasonably deems necessary or desirable to maintain and/or improve the security, functionality, usability or any other aspects of the Electronic Broking Services, and LB shall not be responsible in any way for any Loss whatsoever resulting therefrom (including loss of profit or loss of opportunity) which may be suffered by the Customer referable to such termination. For the avoidance of doubt, the Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up to (and including) the date of termination shall survive the termination of the use of the Electronic Broking Services.

## 6. New Listing of Securities

6.1 In the event that the Customer requests and authorizes LB to apply for securities in respect of a new listing and/or issue of securities on any exchange as its agent and for its benefit or for the benefit of any other person, the Customer hereby warrants to and for LB's benefit that LB shall have authority to make such application on the Customer's behalf.

6.2 The Customer shall familiarize itself and comply with all the terms and conditions governing the securities of the new listing and/or issue and the application for such New Securities set out in any prospectus and/or offering document and the application form or any other relevant document in respect of such new listing and/or issue and the Customer agrees to be bound by such terms and conditions in any such transaction the Customer may have with LB.

6.3 The Customer hereby gives LB all the representations, warranties and undertakings which an applicant for securities in a new listing and/or issue is required to give (whether to the issuer, sponsors, underwriters or placing agents of the relevant securities, any exchange or any other relevant regulator or person).

6.4 The Customer hereby further declares and warrants, and authorizes LB to disclose and warrant to any exchange on any application form (or otherwise) and to any other person as appropriate, that any such application made by LB as its agent is the only application made, and the only application intended to be made, by the Customer or on the Customer's behalf, to benefit the Customer or the person for whose benefit the Customer is applying. The Customer acknowledges and accepts that the aforesaid declaration and warranty will be relied upon by LB and by the issuer, sponsors, underwriters or placing agents of the relevant securities, any exchange or any other relevant regulator or person in respect of any application made by LB as the Customer's agent.

6.5 The Customer acknowledges that any application made by an unlisted company which does not carry on any business other than dealing in securities and in respect of which the Customer exercises statutory control shall be deemed to be an application made for the benefit of the Customer.

6.6 The Customer recognizes and understands that the legal, regulatory requirements and market practice in respect of applications for securities may vary from time to time as may the requirements of any particular new listing or issue of securities. The Customer undertakes to provide to LB such information and take such additional steps and make such additional representations, warranties and undertakings as may be required in accordance with such legal, regulatory requirements and market practice as LB may in LB's absolute discretion determine from time to time.

6.7 In relation to a bulk application to be made by LB or LB's agent on LB's own account and/or on behalf of the Customer and/or LB's other clients, the Customer acknowledges and agrees:

(i) that such bulk application may be rejected for reasons which are unrelated to the Customer and the Customer's application and neither LB nor LB's agent shall in the absence of fraud, negligence or wilful default be liable to the Customer or any other person in consequence of such rejection;

(ii) to indemnify LB in accordance with Clause 12 if such bulk application is rejected either in circumstances where the representations and warranties have been breached or otherwise because of factors relating to the Customer. The Customer acknowledges that the Customer may also be liable in damages to other persons affected by such breach or other factors; and

(iii) in the event that the bulk application is only partially filled, the Customer agrees that LB is entitled to distribute the securities allotted in its absolute discretion, including distributing the securities equally between all customers under the bulk application and the Customer shall not have any claim to the securities or claim of priority to another Customer in relation to the application.

6.8 In the event that LB agrees to grant credit facilities to the Customer at the Customer's request for the Customer's application (the "Application") for new listing and/or issue of securities on any exchange for the benefit of the Customer or any other person then Section 6 of Part B (Margin Financing) of this Terms shall be applicable to such credit facilities and the securities allocated, purchased or transferred pursuant to the Application (the "New Securities"), provided that it is permissible under Section 6 of Part B.

6.9 In relation to any Over-The-Counter ("OTC") transactions, including without limitation trading of any New Securities before their listing on any exchange, entered or to be entered into by the Customer, the Customer acknowledges and agrees that:

(i) LB is acting as agent for the Customer and does not guarantee the settlement of such OTC transactions;

(ii) the Customer's orders may be partially executed or not executed at all. Trades executed will be cancelled and void if the relevant security subsequently fails to list on any exchange;

(iii) in the event that the Customer in selling any securities fails to deliver such securities, LB is entitled to purchase in the market and/or on PhillipMart (at the prevailing market price) the relevant securities required for delivery in respect of such sale effected for the Customer in order to complete the settlement of the relevant transaction. The Customer shall bear all losses arising out of or in connection with such transaction;

(iv) in the event that (1) the Customer buys securities from a seller and such seller fails to deliver the relevant securities and (2) the purchase of the relevant securities cannot be effected or LB in its absolute discretion determines not to purchase the relevant securities, the Customer will not be entitled to obtain the relevant securities at the matched price and shall only be entitled to receive the money paid for The purchase of the relevant securities;

(v) in the event that the Customer in buying any securities fails to deposit the necessary settlement amount, LB is entitled to sell any and all securities or collateral held in its Account and use the sale proceeds after deducting all costs in settlement of the transaction. However, if the Customer is the seller under such transaction and such transaction cannot be settled, the Customer shall only be entitled to the relevant securities but not the sale proceeds of the relevant securities; and

(vi) without prejudice to the above, the Customer shall bear its own losses or expenses and shall be responsible to LB for any losses and expenses resulting from its and/or its counterparty's settlement failures.

## 7. Reproduction/Distribution

The Customer is not entitled to and shall not, and shall not permit any person to, reproduce, transmit, disseminate, sell, distribute, publish, broadcast, circulate and/or exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the use of the Electronic Broking Services or any aspects of the Electronic Broking Services, except with the express written consent of LB. The Customer shall also not use such information and/or records and the Electronic Broking Services for any wrongful or illegal purpose.

## 8. Intellectual Property

8.1. In requesting LB to provide the Electronic Broking Services, the Customer accepts and acknowledges the fact that all intellectual property rights (whether by way of copyright or otherwise) in the Electronic Broking Services and the information and reports available from and generated on the Electronic Broking Services vest solely in and shall remain the exclusive property of LB and/or third parties who created the same and are protected under patent, copyright, trade mark and other intellectual property laws and other Applicable Laws.

8.2. The Customer accepts and acknowledges that it has no ownership, proprietary rights, copyright or any other intellectual property right in the Electronic Broking Services, each component thereof, and the related documentation.

8.3. The Customer therefore agrees not to do anything that will violate or infringe LB's intellectual property rights or its obligations to third party owners of such intellectual property rights (including (i) copying in whole or in part materials broadcast over the Electronic Broking Services for resale or otherwise supply or make available the same to others, (ii) copying the Electronic Broking Services and/or any software forming part thereof in whole or in part or (iii) deleting, obscuring or otherwise tampering with any copyright notices or other indications of protected intellectual property rights and/or ownership from the Electronic Broking Services, any software forming part thereof and/or any materials supplied to the Customer by LB through the Electronic Broking Services) and shall take all necessary measures to preserve and protect these rights, including in particular strict observances of specific intellectual property rights notices accompanying or applicable to any accessible content. The Customer agrees to comply with any request by LB to protect its and other third parties' respective copyrights, other intellectual property rights or moral rights, whether statutory or otherwise howsoever.

## 9. Limitation of Liability

9.1. None of LB or its Service Providers, or their respective officers, employees or Nominees has any responsibility or liability to the Customer for any Loss arising directly or indirectly from the Customer's use or reliance on the Electronic Broking Services and/or the information and/or reports accessed from the Electronic Broking Services. The provisions in Clause 9 of Part A shall mutatis mutandis apply with respect to the Electronic Broking Services and such information and/or reports. Without prejudice to the preceding, none of LB or its Service Providers, or their respective officers, employees or Nominees is or will be responsible or liable to the Customer for any Loss should the Customer fail (otherwise than through fraud, wilful default or gross negligence directly attributable to LB) to gain access to the Electronic Broking Services for any reason.



9.2. It is the Customer's responsibility to obtain independent professional advice in respect of any information and/or reports obtained via the Electronic Broking Services, and to verify such information and/or reports.

9.3. None of LB or its Service Providers, or their respective officers, employees or Nominees (except for fraud, wilful default or gross negligence directly attributable to LB) is to have any responsibility for or liability to the Customer for suffering any prejudice or Loss whatsoever and howsoever caused or arising from the use of the Electronic Broking Services, including any one or more of the following events or matters:

(a) any reliance by the Customer on any information and/or reports which are incomplete, inaccurate, corrupted, non-sequential, untrue or out-of-date, notwithstanding that such information and/or reports may or may not have been customised for the use of the Customer;

(b) any loss or unauthorised use of the Electronic Broking Services;

(c) any delay, fault, defect, deficiency, malfunction in, breakdown, disruption, failure, interruption, defects, glitches, loss of access to, non-performance or unavailability of the Electronic Broking Services or any telecommunications, computer or other electronic equipment or system (whether or not owned, operated or maintained by LB or any other person and whether or not used in the provision or operation of any service) through any cause whatsoever, (including errors due solely to malfunction of the Electronic Broking Services or Electronic Broking Services equipment, infrastructure or programs, viruses, worms or any harmful, invasive or corrupted files or to any "force majeure" event (i.e. events beyond the reasonable control of any party including floods, extraordinary weather conditions, earthquakes, or other acts of God, fire, war, acts of terrorism, insurrections, riots, labour disputes, accidents, actions of government, communications, power failures, the malfunction of any equipment or software) whether or not leading to either or both of the Electronic Broking Services being totally or partially inaccessible or unavailable and/or Instructions given via the Electronic Broking Services not being acted upon promptly or at all);

(d) any delay, failure, omission, cessation or interruption in the acceptance, recognition or execution of the Instructions of the Customer, including the need to verify Instructions due to considerations of security and wrongful interception of any Instruction;

(e) any inability or failure to accept and/or recognise and/or properly and accurately store, process and/or transmit dates or data incorporating or relying on dates, or the processing, storage and/or transmission of any inaccurate date or data;

(f) any telecommunication or interconnection defects, faults or problems, system crashes, software errors or defects, sabotage or unlawful access;

(g) corruption or loss of any data stored in any equipment, terminal or system or Instruction or in the course of transmission through the internet, any computer or any electronic or telecommunications system used by LB or any other person whether or not in connection with the Account or the provision or operation of any service, including any errors generated in the transmission of any data or Instruction;

(h) the failure of any electronic protective measures, including filters and anti-virus software, whether for the protection of the integrity of the Electronic Broking Services or the filtering out of inappropriate orders for execution or howsoever otherwise; or

(i) any breach of LB's obligations or duties to the Customer caused by or arising from any one or more of events or matters set out in any one or more of the foregoing sub-Clauses.

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

9.5. These limitation of liability provisions are in addition to all other limitation of liability provisions in this Document.

## 10. Disclaimer of Warranties

10.1. The Electronic Broking Services are provided "as is" and, to the fullest extent permitted by Applicable Laws, LB makes no warranty, guarantee or representation of any kind, express or implied whatsoever, including warranties or terms (i) that the software of the Electronic Broking Services shall be uninterrupted or error free or that any failures to operate properly can or will be corrected; or (ii) as to the accuracy, completeness, timeliness, adequacy, merchantability, functionality or fitness for any particular use or purpose in relation to the information furnished under the Electronic Broking Services or any other feature or aspect of the Electronic Broking Services, including investment advice and/or access to information or the execution of any buy or sell recommendations and/or the cancellation or amendment of the same. Further, to the fullest extent permitted by Applicable Laws, LB or any third party that contributes in any manner to the provision, use or development of the software of the Electronic Broking Services

disclaim any express or implied warranties, terms, guarantees or representations express or implied whether in law, tort, fact or in contract, including those of non-infringement, satisfactory quality or fitness for a particular purpose relating to the software of the Electronic Broking Services.

10.2. The Customer shall be solely responsible, and at its own cost and expense, for obtaining and maintaining all hardware and software, and all internet access, telecommunication and other such services, required for the Customer to use the Electronic Broking Services. LB does not represent or warrant that any of the Electronic Broking Services is compatible with the Customer's equipment nor that the Customer will be able to download, install or use the Electronic Broking Services on the Customer's equipment.

## 11. Cooperation with Regulatory Authorities

The Customer also agrees that LB has no liability and shall not be responsible for any Loss or inconvenience that may be suffered by the Customer as a result of any action by any exchange, market or clearing house or Financial Services Provider ("FSP") in exercise of their respective regulatory or supervisory functions over LB. The Customer agrees to permit LB and/or any exchange, market or clearing house or FSP to have access to such terminal or device as LB and/or any exchange, market or clearing house or FSP may request and to co-operate in any of their investigations in relation to any aspect of the Electronic Broking Services.

## 12. Indemnity

12.1 The Customer must indemnify, keep indemnified, and hold LB harmless from and against any and all Losses (including legal costs on a full indemnity basis) arising or which may arise out of or in connection with the Customer's use of, or inability to use, the Electronic Broking Services, any breach or violation of this Section 2, any Applicable Laws or any statements, comments, or remarks made by the Customer using the Electronic Broking Services or any third party rights, including violation of any proprietary or intellectual property rights, or the enforcement of any of the terms in this Section 2.

12.2 The Customer shall co-operate with LB as fully as reasonably required in the defence of any third party claim subject to these indemnity provisions. LB reserves the right (but is not obliged to) to assume the exclusive defence and control of any matter otherwise subject to indemnification by the Customer. The Customer shall not in any event settle any matter without the prior written consent of LB.

12.3 The Customer also hereby agrees to indemnify, keep indemnified and hold LB harmless from and against any Loss which LB may suffer as a result of or in relation to the Customer's Instructions, use or purported use of the Electronic Broking Services

including any unauthorised use by any party of the Customer's security codes, any failure or malfunction in the Customer's hardware and/or software used in connection with the Electronic Broking Services, or any viruses and other malicious, invasive, destructive or corrupting code, program or macros, Trojan Horse, worms, logic bombs or other software routine or hardware components designed to permit unauthorised access which have been introduced by or permitted to be introduced by the Customer to the Electronic Broking Services, which affects or causes LB's hardware, software and/or other automated system to fail or malfunction.

12.4 The Customer's obligations to indemnify LB in this Section 2 shall survive the termination of the Electronic Broking Services and are in addition to any other indemnity provided in the Document or Applicable Laws.

### 13. Security

13.1 The Customer must at all times ensure that the integrity and the security of the Electronic Broking Services is preserved and maintained. Accordingly the Customer must ensure, inter alia, that there is no unauthorised use of the personal identification number(s) ("PIN") or security code(s). The Customer will forthwith on being aware of any unauthorised access, or theft of the PIN(s) or security code(s) notify LB and provide such particulars as LB may require. The Customer is solely responsible to ensure that none of the events as mentioned in this Clause occurs, but if any of them does occur, the Customer shall hold harmless, indemnify and keep LB fully indemnified from and against any Loss that LB may suffer as a consequence of such unauthorised access and use.

13.2 LB is authorised to act on orders given by the Customer via the Electronic Broking Services and may:

(a) assume that any order given or purportedly given by the Customer is authentic;

(b) rely on and/or hold the Customer solely responsible and liable in respect thereof as if the same were carried out or transmitted by the Customer on his behalf;

(c) assume that any person claiming to be the Customer is in fact such person. Specifically, LB shall be entitled to act on any orders transmitted to LB via the Electronic Broking Services by the Customer or any person by any use (whether authorised or unauthorised by the Customer) of the Customer's security code(s), and LB shall not be responsible or liable for any Loss to the Customer by so doing; and

(d) rely on any electronic order which includes the Customer's security code(s) without enquiry as to the sender's authority or identity.

13.3 The Customer acknowledges that he shall be bound by any orders, access and/or use (whether such orders, access and/or use are authorised by the Customer or not) referable

to the Customer's security codes. The Customer agrees and acknowledges that any orders referable to the Customer's security codes (whether such orders are authorised by the Customers or not) are irrevocable and binding on the Customer upon transmission through the Electronic Broking Services and LB shall be entitled (but not obliged) to effect, perform or process such orders without the Customer's further consent and without further reference or notice to the Customer.

## **Section 3 : Multi-Currency Services**

### Definitions

In this Section 3, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

“Multi-Currency Account” shall have the meaning given to it in Clause 5, Section 3 of Part B;

“Payment” shall have the meaning given to it in Clause 3, Section 3 of Part B;

“Relevant Currency” shall have the meaning given to it in Clause 3, Section 3 of Part B; and

“Settlement Currency” shall have the meaning given to it in Clause 3, Section 3 of Part B.

### 1. Condition Precedent

LB shall provide the Customer with multi-currency services based on the terms and conditions set out in this Section 3 (the “Multi-Currency Services”).

### 2. Payment

The Customer using the Multi-Currency Services may pay any sum due to LB in such other currency as is acceptable to LB.

### 3. Payment and Currency Account for Financial Products

Where payment is made for the purchase of any Capital Market Products or any amount due under the Customer’s Account(s) in a currency different from the denominated currency of settlement (the payment currency being the “Relevant Currency” and the latter currency of settlement, which shall prima facie be the currency the Financial Products transacted in are denominated in being the “Settlement Currency”), LB may generally maintain separate debit and credit entries in its books in respect of the two currencies (the Settlement Currency and Payment Currency), instead of immediately converting the Relevant Currency to the Settlement Currency in settlement of the Customer’s obligation.

### 4. Foreign Currency Denominated Financial Products

Where, in using the Multi-Currency Services, the Customer trades in any foreign currency denominated Financial Products on his Global Account, the Customer understands and acknowledges that, in addition to the terms and conditions set out in this

Section 3, the terms and conditions set out in Section 3 of Part B shall apply to any such trading, and that LB shall calculate the value of the Customer's Outstanding Balance and Collateral in Singapore Dollars using such exchange rate as LB may determine in its sole and absolute discretion.

#### 5. Multi-Currency Account

Accounts denominated in differing currencies for the purposes of the Multi-Currency Services shall each be known generically as a Multi-Currency Account.

#### 6. Exchange Rate

The exchange rate applied for any currency conversion shall be LB's prevailing exchange rate applicable to the transaction or for the currencies in question, to be determined by LB in its sole and absolute discretion. Any Loss resulting from exchange rate fluctuations shall be at the Customer's sole risk.

#### 7. Changes in the Exchange Rate

Where the Multi-Currency Service is being used in conjunction with the Customer's Account, and in the event that prior to onward payment by LB for the purchases or contra losses referable to trading by the Customer of the Financial Products, a change in the exchange rate causes the sum due in the relevant Settlement Currency or Currencies to be greater than the amount realisable from converting the Payment or any net credit balances in the Multi-Currency Accounts, LB may, at its sole and absolute discretion, by notice to the Customer through any of the permitted methods of communication set out in this Document, require the Customer to immediately top up the short-fall and refrain from purchasing Financial Products until such short-fall is topped up by the Customer.

#### 8. Interest

The Customer acknowledges and agrees:

(a) that the provisions of Clause 3 of Part A shall mutatis mutandis apply with respect to interest that may be earned by such credit balances as may be held in any Multi-Currency Account; and

(b) to pay interest to LB on the Outstanding Balance in any Multi-Currency Account at such rate as LB may from time to time notify the Customer.

## 9. Consolidation/Set-Off

Without prejudice to LB's rights under Clause 20 of Part A, on the occurrence of any of the events in Clause 21 of Part A, LB shall be entitled to consolidate and (where relevant) set off any (or all) Multi-Currency Account(s) against each other (effecting such conversions of the relevant currency amount as appropriate at such time based on such rates as LB may in good faith believe appropriate). Until all debit balances stated as due in any Multi-Currency Account are paid, the Customer shall not be entitled to request or make any withdrawal from any credit balance in any Multi-Currency Account.

## 10. Nominee/Custodian

LB may on the terms set out in Section 4 of Part B and subject to such relevant restrictions as may be prescribed in the FAA, hold all Financial Products purchased for the Customer either directly or through a Nominee or custodian (who may effect such holding through sub-Nominees or Sub-Custodians). Such Nominee/custodian and/or such sub-Nominees/Sub Custodians may or may not be within New Zealand and in the latter case and subject to the restrictions mentioned above, the Customer consents to LB having sole and absolute discretion in the appointment or approval in appointment of the same. All costs associated with the holding of Financial Products by any of them shall be for the Customer's Account. Accruals with respect to any and all Financial Products custodised, if in money form, shall be held or accounted for in its original currency of receipt or its US Dollar equivalent (as LB thinks fit) and credited to a Multi-Currency Account denominated in the same currency.

## 11. Withdrawals

Where the Customer wishes to withdraw any sums from any credit balance in any Multi-Currency Account and such sums as it wishes to withdraw are denominated in a foreign currency, the Customer may make such withdrawal only from its net credit balance and in whatever currency as may be allowed by LB in its sole and absolute discretion and (where relevant) at the prevailing exchange rate for the currency in question, to be determined by LB in its sole and absolute discretion. Any such withdrawal by the Customer is subject to the condition precedent that no Default in respect of the Customer has occurred or is subsisting.

## 12. Security Interest of LB in Customer's Financial Products

On the Customer's default of any secured obligation, LB may exercise its security rights to effect a sale of the Financial Products (on such terms and on such timing as it in good faith believes appropriate) and apply the proceeds thereof as follows:

(a) first towards the costs and expenses referable to the exercise and enforcement of the security interest;



(b) thereafter towards accrued interest; and

(c) finally towards discharge or reduction of the obligation defaulted upon. Any surplus shall be credited into the relevant Multi-Currency Account (as determined by LB in its sole discretion).

## **Section 4 : Custodial Services**

### Definitions

In this Section 4, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

“Bonus Related Assets” shall have the meaning given to it in Clause 5.2, Section 4 of Part B;

“Custodial Services” shall have the meaning given to it in Clause 1, Section 4 of Part B; and

“Related Assets” means dividends, interest and other moneys payable in respect of the Customer’s Financial Products and all other rights, benefits and proceeds in respect of or derived from the same (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise).

### 1. Bare Custodial Services

1.1 Unless otherwise agreed, the Customer expressly authorises LB as custodian to receive and hold all Financial Products and other assets of the Customer for the benefit of the Customer, and LB shall supply such custodial services (the “Custodial Services”) to the Customer on the terms set out in this Section 4.

1.2 The Customer acknowledges in any event that LB, when acting as custodian, is not a fiduciary to the Customer or otherwise with respect to the Customer’s Financial Products but shall be regarded generally only as a bare custodian and not trustee of the Financial Products. There shall be no relationship of trustee and beneficiary between LB and the Customer, or any further relationship in relation to LB’s provision of Custodial Services other than as expressly contemplated in this Section 4.

1.3 LB’s duties are strictly restricted to the duties expressly provided under this Section 4, including the following:

(a) to hold or procure to be held to LB's order all documents evidencing ownership of the Customer's Financial Products and identify in LB's books which products belong to the Customer;

(b) to procure that all Financial Products other than bearer securities are registered in the name of LB or such other Nominee(s) or Sub Custodian (as the case may be) as LB may appoint in accordance with Clause 2 or, where due to the nature of the law or market practice of any relevant jurisdiction, it is in the Customer's best interests or it is not feasible to do otherwise, any Sub-Custodian;

(c) to hold or procure that all bearer Financial Products of the Customer are held in safe custody and ensure that such bearer Financial Products are held in such a manner that it is readily apparent that such Financial Products are not the property of LB or any Sub Custodian. Such bearer Financial Products of the Customer shall be segregated by LB or any Sub-Custodian (as the case may be) from all property of LB or the Sub-Custodian and shall be identified as held by LB or Sub-Custodian for the account of the Customer. Where any Financial Products are in uncertificated form, or otherwise transferable by book entry transfer, LB may use the services of any depository agent, on such terms as it may think fit, for the purpose of the holding and transfer of such bearer Financial Products (or entitlements thereto);

(d) except to the extent permitted or not prohibited by the FAA (including section 77 of the FAA), to hold and/or procure that any Sub Custodian holds Financial Products, if registered in the same name as investments of LB or Sub-Custodian, in an account designated separately from that used for investments of LB or Sub-Custodian (as the case may be);

(e) on receipt of the Customer's instructions or with the Customer's authority to make or accept delivery of Financial Products which have been sold, purchased, transferred or otherwise acquired or lent or disposed of by the Customer or its agent, such acceptance or delivery to be made in accordance with the normal practice for transactions of the type concerned;

(f) to use its reasonable endeavours to collect and receive all Related Assets, provided that the Customer acknowledges and accepts that LB (whether directly or through any delegate or agent) shall have no duty or responsibility but is entitled, if it so chooses to:

(i) exercise or discharge any obligations conferred or imposed by reason of LB's holding of the Financial Products or to investigate, participate or take any affirmative action in connection therewith or otherwise;

(ii) send or give notice of any proxy form or other document which LB may receive in respect of the Financial Products;

(iii) recognize any claim in the nature of a trust or equitable claim by anyone other than the Customer in respect of the Financial Products or any part thereof; or

(iv) otherwise make any notification to the Customer in respect of the custody Financial Products, or take any other action in relation to the custody Financial Products;

(g) to credit to the Customer's account all income and other payments received by LB under sub Clause (f) of this Clause 1.3;

(h) to sign, execute and/or complete such documents, certificates or forms from time to time required for fiscal and taxation purposes in connection with the collection of income from the Financial Products including bonds and note coupons; and

(i) to keep or (to the extent reasonably practicable) procure there to be kept by any Sub-Custodian or any Nominee appointed by LB (as the case may be), such books records and statements, in retrievable form, as may be necessary to provide an adequate record of all Financial Products held and transactions carried out by or on behalf of the Customer.

1.4 LB may refuse to provide the Custodial Services in relation to any Financial Products or assets which LB deems unsuitable to be held hereunder without giving any reason therefor or being responsible or liable for any Loss thereby occasioned.

## 92 2. Nominees/Sub-Custodians

2.1 The Customer hereby expressly authorises LB to utilise one or more Nominee(s) or Sub-Custodians for the purpose of providing the Custodial Services for the benefit of the Customer and LB shall use reasonable care in the selection of any Nominee or Sub-Custodian. In the event that a Nominee is being used, the Customer is deemed to have contracted as principal with such Nominee.

2.2 LB may utilise the services of a foreign custodian as Nominee or Sub-Custodian where it deems this to be necessary or appropriate and the Customer hereby expressly consents to LB having the full authority and discretion to appoint and use such foreign custodian as it deems necessary or appropriate.

2.3 Where Financial Products are held by a Nominee or Sub-Custodian, LB shall separately agree in writing the requirements as may be required under Applicable Laws. Nothing shall, to the fullest extent permitted by law:

(a) prevent or preclude LB, a Nominee or Sub-Custodian, each in their sole and absolute discretion, from time to time mutually agreeing to vary, amend or terminate the terms of their agreement with respect to such custody arrangements;

(b) prevent or preclude such variation, amendment or termination taking effect on or after notice to the Customer; and

(c) require that prior written consent of the Customer be obtained for any such variation, amendment or termination.

2.4 The Customer acknowledges and accepts that different settlement, legal and regulatory requirements and different practices relating to the segregation of Financial Products held by a Nominee or Sub-Custodian may apply. In addition, LB and any Nominee or Sub-Custodian may deposit Financial Products with, and hold Financial Products in, any securities depository on such terms as such systems customarily operate. The Customer agrees that where the context permits, any reference to LB herein shall also include a reference to its Nominee, Sub-Custodian and/or any other person appointed by LB in accordance with this Clause.

### 3. Custodial responsibilities and power

3.1 LB shall be entitled to do, subject and on receipt of the Customer's instructions to the contrary, any act or refrain from doing any act unless (as the case may be) prohibited or required by Applicable Laws, in relation to any Financial Products custodised with LB, which under the terms of the Customer's agreement with LB, LB is not specifically (as the case may be) either specifically prohibited or required to do.

3.2 Without prejudice to the foregoing, the Customer hereby specifically instructs LB that, until it receives written instructions to the contrary, whenever the Customer purchases Financial Products through LB, and the sums standing to the credit of the Customer's Account are sufficient to satisfy the purchase price of the Financial Products purchased, LB is to withdraw from the Customer's Account such sum as is equal to the purchase price and appropriate such sum to LB in satisfaction of the Customer's obligation to pay the purchase price, or where the shares are contra sold, to use such sums for any contra losses incurred (if any).

3.3 Also without prejudice to any of the foregoing, any amount payable by the Customer pursuant to the Custodial Services hereunder shall be payable to LB or its Nominees or Sub-Custodians, as the case may be, on demand and may be deducted from the Financial Products or such Account as LB deems appropriate.

### 4. Liability

4.1 LB shall not be responsible for or liable to the Customer for any Loss suffered or incurred by the Customer, or profit or advantage of which the Customer may be deprived, which arises from or in connection with:-

(a) the manner in which LB holds the Financial Products hereunder or deals with monies received or intended to be received in connection herewith;

(b) the loss, theft or destruction of, or any damage to, any of the Financial Products or certificates relating thereto; or

(c) the performance or non-performance of LB hereunder,

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

4.2 While LB will use reasonable care in the selection of any Nominee or Sub-Custodian. LB shall not be responsible for or liable to the Customer for any Loss suffered or incurred by the Customer or profit or advantage of which the Customer may be deprived, which arises from or in connection with:

(a) the insolvency of any Sub-Custodian or Nominee; or

(b) any act or omission of any Sub-Custodian or Nominee, except insofar as the same arises as a result of the gross negligence, fraud or wilful default of the relevant Sub-Custodian or Nominee.

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

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

4.5 The Customer agrees and acknowledges that the rights generally available or accruing to the holder of any Financial Products may under the laws of foreign jurisdictions, not be available to or accrue to the benefit of or be offered to the Customer and the Customer agrees that in such circumstances, LB shall not be responsible to inform the Customer, inquire, investigate, take any action or make any demands in relation to such rights and the Customer shall have no recourse against LB for any claims whatsoever arising out of or in connection with or in relation to such rights.

4.6 These limitation of liability provisions are in addition to all other limitation of liability provisions in this Document.

## 5. Commingling of Customer's Financial Products and Records

5.1 LB shall keep records (or shall procure that such records will be kept) and hold all Financial Products of the Customer held by or through LB hereunder in a way that makes

it clear that Financial Products do not belong to LB or any Nominee or Sub-Custodian. Where Financial Products in LB's custody are held by a Nominee or Sub-Custodian, LB will take reasonable steps to ensure that the records of the relevant entity make it clear that the investments are held by or on LB's behalf for the Customer and that they do not belong to LB or any such Nominee or Sub-Custodian. The purpose of this is to make clear, in the event of the failure of any such entity that the assets are held on behalf of third parties and, are not available to creditors of that entity if it fails. However, it cannot be guaranteed that there would be no loss of assets in the event of such a failure. Where the assets are held by a Nominee or Sub-Custodian outside New Zealand, it may not be possible under the relevant law of that country for those assets to be separately identifiable from the assets of the Nominee or Sub-Custodian or from LB's assets and accordingly there may be a greater risk of loss in the event of a failure of any such Nominee or Sub-Custodian.

5.2 The Financial Products held by or through LB hereunder may also be registered collectively with other Financial Products both of LB and/or other customers of LB in the same name and where so registered, the Customer's entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records (although LB and/or its delegate will maintain records such that it will be readily apparent the degree of the Customer's interest in the commingled Financial Products so collectively held but on the express understanding and agreement of the Customer that where such commingling and aggregation of the Financial Products of the Customer and other persons result in entitlements to Related Assets which otherwise without such commingling or aggregation would not have accrued to the Financial Products (the "Bonus Related Assets"), LB has full discretion as to the allotment of such Bonus Related Assets as amongst its customers, (including the Customer as it deems fit) and should LB, any Nominee or Sub-Custodian default, any shortfall in the Financial Products registered in that name may be shared pro rata among all customers of LB or the Sub-Custodian or Nominee whose Financial Products are so registered.

## 6. Customer's Rights In Respect of Customer's Financial Products and Corporate Actions

6.1 The Customer acknowledges and agrees that registration of the Customer's Financial Products in the name of LB or such other Nominee(s) or any Sub-Custodian (as the case may be) as LB may appoint in accordance with Clause 2 above may mean that the Customer will lose incentives and shareholder benefits (in particular voting rights, notices and rights of attendance at general meetings) attaching to the Financial Products that the Customer would otherwise enjoy if the Financial Products were registered in the name of the Customer.

6.2 Further, LB accepts no duty to notify the Customer of any impending Corporate Action relating to any of the Financial Products of the Customer and the Customer is to keep itself informed of same. In particular, LB will not notify the Customer of notices for general or other meetings of shareholders and will not seek the Customer's instructions as

to how to exercise voting rights attached to Financial Products. Where LB does receive voting instructions from the Customer in due time, LB shall use its best efforts to give effect to the same. However, where the Customer's Financial Products are commingled and pooled with those of other LB customers, this may not be possible and LB reserves the right to vote the entirety of the commingled Financial Products consistently with the instructions of all affected customers giving LB voting instructions in time in accordance with the majority amongst them in number of products held.

6.3 The Customer agrees to provide LB with the Customer's instructions in relation to a Corporate Action in due time before any relevant deadline set by the relevant company or their registrars for LB to determine in good faith whether it is feasible to act on the same. Due time refers to reasonable time before the deadline set by the relevant company or their registrars to process instructions on a good faith basis only in relation to the Corporate Action. If LB does not, for any reason, receive instructions from the Customer by the deadline above in relation to a Corporate Action, LB will act or take no action as it deems fit with respect to such Corporate Action. Sometimes the terms of a Corporate Action will require an election to be made on behalf of LB's Nominee's entire holding in a company on an 'all or nothing' basis. In these circumstances, LB may not be able, even if it wishes to, to act in accordance with the instructions of the Customer even if received in due time. LB reserves the right in these circumstances not to comply with the Customer's instructions. Some Corporate Actions permit a registered holder to subscribe for additional shares in a company. In these cases, applications to subscribe will be made on behalf of LB's Nominee's entire holding in that company. The additional shares will be allocated to the Nominee on the basis of that holding. LB will then allocate the shares amongst all the customers involved on a pro-rata basis. The shares allocated to the Customer may be different to what the Customer would have received if the Financial Products had been held by the Customer directly. It may be that on some occasions no shares are allocated to the Customer. The Customer acknowledges and accepts that this is a consequence of LB holding the Customer's Financial Products on a commingled basis with other customers' products.

6.4 Where the Customer's Financial Products are commingled and pooled with those of other LB customers, the Customer acknowledges and agrees that the options available in relation to the Financial Products during a Corporate Action may be different from what the Customer would have received if the Financial Products were held directly. The Customer agrees that LB reserves the right and discretion to apportion the total entitlement received in respect of the pooled Financial Products between the Customer and the other customers involved. In the event that there is balance after apportionment resulting in a fractional entitlement, the Customer agrees to waive his right to such fractional entitlement and to abandon the same in favour of LB and such fractional entitlement may be appropriated by LB to and for itself.

## 7. Statements and Information

LB shall provide or procure the provision to the Customer with such reports and statements concerning the Financial Products and at such intervals as agreed between them from time to time. LB may (but is not obliged to), on the request of the Customer and subject to payment by the Customer of such fee as may be determined by LB, furnish to the Customer such information in respect of the Customer's Financial Products as the Customer may reasonably request.

## 8. Return of Financial Products Custodised

The Customer shall not have any right to specific Financial Products custodised with or through LB, but will be entitled, subject to this Section 4, to delivery by LB of Financial Products of the same class, denomination and nominal amount, and which rank *pari passu* with those accepted by LB as being the Financial Products so custodised, subject always to any capital reorganisation or share exchange which may have occurred. Such delivery may be to the Customer or any third party specified by the Customer.

## 9. Authorisations

Without prejudice to Clauses 1, 3 above and 10 below, LB is authorised (but not obliged), either by itself, through a Nominee or Sub-Custodian (if so, subject to Clause 2 above) or otherwise, and whether in anywhere to do any lawful act or thing which in the discretion of LB is necessary to preserve the integrity of the Financial Products custodised and/or any Account and/or to protect the reasonable interests of the Customer and/or LB.

## 10. Customer Primarily Liable

Notwithstanding that the Customer may as between itself and a third party be effecting transactions on and/or in respect of any part or all of the Financial Products custodised for and on behalf of such third party, as between the Customer and LB, the Customer shall be deemed to be, and is, transacting as sole principal. The Customer acknowledges, undertakes and agrees to be always primarily liable for such transactions in all or part of the Financial Products custodised.

## 11. Instructions

11.1 LB need only act on Instructions (oral or otherwise) from the Customer in respect of any Account or any part or all of the Financial Products custodised. LB shall not be required to act in accordance with any Instruction from the Customer which purports to dispose of or deal with Financial Products or other property which are in fact not held in any Account and/or which are not in fact Financial Products custodised.

11.2 LB shall only be required to act on or effect any Instruction from the Customer within a reasonable time. For the avoidance of doubt, subject to Clause 20, in the event that the Customer wishes to withdraw any part or all of the Financial Products



custodised, the Customer shall give at least one (1) days' notice, or such other minimum notice period as LB may otherwise specify, to LB prior to such withdrawal.

## 12. Holding of Financial Products on Aggregate or Omnibus Basis

Without prejudice to any applicable terms for the provision of custody services with respect to Financial Products herein, the Customer acknowledges and consents to the fact that any Financial Products belonging to the Customer held with LB, an Intermediary or Nominee for any reason whatsoever may (to the extent that the same has not been the subject of any permitted borrowing) be held with Financial Products held by LB for itself (where not prohibited or not otherwise required by law) or other customer of LB on an aggregate or omnibus basis. This may in some instances result in prejudice to the Customer and the Customer accepts and consents to this. LB shall not be responsible or liable for any Loss suffered or incurred by the Customer.

## 13. Instructions from Third Party

Any instructions (oral or otherwise) purported to be given by any person other than the Customer, need not be acted on by LB but LB is authorised to act on any and all such instructions which LB in good faith has reason to believe is from the Customer as soon as such instructions have been received by LB without requiring written confirmation thereof. LB shall not be responsible for or liable for any Loss incurred by the Customer as a result of LB so acting.

## 14. Representations, Warranties and Undertakings

The Customer represents, warrants and undertakes that:

- (a) he is the legal and beneficial owner of the Financial Products custodised;
- (b) the Financial Products custodised are fully paid up and paid for, in the required or regular form and in good delivery order; and
- (c) there is no defect in title, security interest or encumbrance affecting the Financial Products custodised.

## 15. Security

In addition and without prejudice to the foregoing, all Financial Products custodised are hereby charged by way of first fixed charge to LB as continuing security for all of the Customer's liabilities to LB whether the same accrue under or pursuant to the Account or otherwise. Save for the charge mentioned in this Clause 11, the Customer shall not create nor shall the Customer allow to be created any security interest of whatsoever nature

over any part or all of the Financial Products custodised without the prior consent in writing of LB.

#### 16. On-Lending and Creation of Further Security and Use Rights

Notwithstanding any provision to the contrary in this Document or the terms expressly appearing on the Client Account Agreement as may be revised from time to time as applicable to the Customer or the terms of any collateral or charge documentation with respect to the Customer's Financial Products and other property (collectively the "Terms") but subject to Clause 7 of Section 3, the Customer agrees that with respect to ALL the Customer's Financial Products and other property that now or in the future is in LB's possession and/or control (whether posted as collateral to LB or otherwise) LB shall have the same rights of borrowing, on-lending and delivery on a title transfer basis over such Financial Products as the Financial Products of which are subject to Clause 12 Section 3 above.

#### 17. Set-off rights

Without prejudice to any other right which LB may have whether under law, the Document (particularly pursuant to Clause 21 of Part A) or otherwise, LB is expressly conferred by the Customer a right to effect a set-off against the Customer's obligations to LB whether referable to the Customer's Margin Account or cash account any money or credit balance in any account of the Customer with LB or maintained by LB for the Customer's benefit (including the trust account LB is obliged to maintain for the customer) and including such money sum as LB may otherwise be obliged to pay to the Customer as a consequence of exercising LB's right of conversion under Clause 11 of Part A, effecting as LB deems necessary or appropriate any currency conversion.

#### 18. Default and Termination

In the event that any of the events set out in Clause 22 of Part A occurs, then in addition to the rights set out in that Clause, LB shall be further entitled to immediately enforce the security created pursuant to Clause 15 above by way of disposing or otherwise dealing with any part or all of the Financial Products custodised using or employing any and all powers granted hereunder or otherwise to a mortgagee or chargee under the laws.

#### 19. Fees and Expenses

19.1 In consideration of the Custodial Services provided by LB hereunder, the Customer shall pay to LB fees (exclusive of goods and services or other relevant value added tax) as agreed or as may be varied and notified by LB to the Customer. The Customer shall, on demand, pay to or reimburse (or shall procure payment to or, reimbursement of) LB for all expenses, including management or supervisory fees, agents' and other advisers' fees, disbursements and operating expenses incurred in connection with:

- (a) the performance by LB of its obligations hereunder; and
- (b) the enforcement or preservation by LB of its rights hereunder,
- (c) together with any applicable goods and services tax or other tax thereon.

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

## **Section 5 : Unit Trusts**

### Definitions

In this Section 5, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

“Dealing Day”: means a day on which the Fund accepts instructions for subscription, redemption or switching orders;

“Fund”: means any investment company, unit trust, mutual fund or other collective investment scheme whose investments may be offered to the public which are made available through LB;

“Fund Investment”: means any unit, sub-unit, share, stock or other securities in any Fund and, where the context so requires, any instrument evidencing ownership thereof or representing rights to receive, subscribe for the same, or evidencing or representing any other rights and interest therein;

“Fund Literature”: means the current prospectuses, explanatory memoranda, annual reports and accounts, semi-annual unaudited accounts and other promotional and advertising material, publications and statistical information relating to any Fund;

“Guardian”: shall have the meaning ascribed to it in Clause 10.1, Section 5 of Part B;

“Unit Account Delegate” shall have the meaning ascribed to it in Clause 5.6, Section 5 of Part B;

### 1. Unit Trusts

1.1 The Customer agrees that for the purposes of investing in any Funds made available through LB, Trading Account established by LB for the Customer after accepting the Customer’s application to do so. All Fund dealings and transactions between LB and the

Customer thereunder, shall be governed by the terms and conditions contained in this Section 5, which shall apply in addition to all other applicable terms and conditions set out under this Document, the Client Account Agreement, confirmation notes and statements of account and such other documentation as LB may require the Customer to complete, execute and/or deliver to LB from time to time (including in relation to any Customer Assessments). The Customer acknowledges and agrees that he, ultimately as the investor, rather than LB, makes the final Fund Investment decisions in his Trading Account.

## 2. Information

2.1 Pursuant to the Customer's request, and subject to an express agreement in writing for LB to provide recommendations or investment advice to the Customer, LB may provide the Customer advice in relation to the choice of Funds for the Customer's Fund Investments, which LB believes to be consistent with the Customer's risk profile, financial means and investment objectives as may be notified to LB by the Customer. In doing so, LB makes no representation or warranty that such advice provided is the full, best or only choices available to the Customer. Before the Customer makes any Fund Investment, through his Trading Account, the Customer should obtain and read the most recent Fund Literature for each Fund and ensure that the Customer understands and accepts the terms, features and merits of the Fund and the risks associated with the Fund and that it is in fact the Fund the Customer wishes to invest in.

2.2 Where the Customer has received financial advice from a third party financial adviser in relation to his Fund Investments, the Customer expressly acknowledges that (a) he does not wish to receive, and LB accordingly does not provide, any financial advisory services to the Customer, (b) the Instructions given by the Customer or on the Customer's behalf with respect to each Transaction in a Fund Investment is made further to and in accordance with the advice and recommendation (including as to products and suitability) independently provided by the Customer's chosen financial adviser to the Customer and (c) LB only carries out the Customer's Instructions for the execution of such transactions and LB assumes no responsibility for the performance or outcome of any such Transactions.

## 3. Subscription, Redemption, Transfer, Switching and Cancellation of Fund Investments

3.1 The Customer agrees that LB shall be his agent for the purpose of carrying out the Customer's Instructions with respect to the subscription, redemption, transfer, switching and/or cancellation of Fund Investments or in relation to any other Instructions the Customer may wish to give to the Fund from time to time and which LB may agree to process.

3.2 LB reserves the right to reject Instructions for, and impose such conditions or restrictions on, the subscription, redemption, transfer, switching and/or cancellation of Fund Investments, as it deems fit.

3.3 LB will endeavour to execute all Instructions with respect to the subscription, redemption, transfer, switching and/or cancellation of Fund Investments within a reasonable amount of time. However, the Customer acknowledges that due to various constraints including any requirement under applicable Laws, including those pertaining to the prevention of fraud, money-laundering, terrorist financing and the provision of financial or other services to any person or entity which may be subjected to sanctions, LB may not always be able to execute the Customer's Instructions at any specific time or on the same Dealing Day.

3.4 The Customer further acknowledges that acceptance by LB of any Instruction in relation to any Fund Investment will not necessarily result in the execution of an Instruction. The Customer's Instruction will only be executed if (a) market conditions permit and (b) such execution is in accordance with all Applicable Laws. The Customer further acknowledges that any Fund which receives a subscription, redemption, or switching Instruction from LB is not obliged to accept such subscription, redemption, or switching Instruction in whole or in part. If LB is unable to execute any Instruction in such circumstances, such Instruction shall be deemed to have expired. LB will inform the Customer of such expiry as soon as reasonably practicable.

3.5 Subject to Clause 3.6 below, all subscription, redemption or switching and/or cancellation Instructions received by LB on a Dealing Day before the cut-off time specified by LB shall be delivered to the Fund on the same Dealing Day and if received after the specified cut-off time shall be delivered to the Fund on the next Dealing Day. Such cut-off times may be earlier than the cut-off times specified in the relevant Fund Literature and LB may revise such cut-off times at any time in LB's sole and absolute discretion.

3.6 Without prejudice to Clause 3.5, All subscription redemption, switching and/or cancellation Instructions for a Fund that is a Restricted Scheme, received by LB by the cut-off date as specified by LB shall be delivered to such Fund on its Dealing Day and if received after the same cut-off date shall be delivered to such Fund on the next Dealing Day. Such cut-off times may be earlier than the cut-off times specified in the relevant Fund Literature and LB may revise such cut-off times at any time in LB's sole and absolute discretion.

3.7 The Customer agrees that LB may (but shall not be obliged to) aggregate the Customer's subscription, redemption, or switching order for Fund Investments with other subscription, redemption, or switching orders received from LB's other Customers for the

same Fund, and place an aggregated subscription, redemption, switching order with the Fund.

3.8 Where LB places an aggregated subscription or switching order for Fund Investments, LB will allocate any Fund Investments issued among its various purchasing Customers, including the Customer, in the order determined by LB. The Customer further acknowledges and accepts that the aggregation of the Customer's order with LB's other Customers' orders may operate on some occasions to the Customer's advantage and others to the Customer's disadvantage.

3.9 LB will pay any redemption monies (net of any fees, charges or expenses incurred in connection with the redemption) received by LB. LB has no obligation to ascertain the adequacy of the redemption monies received.

3.10 The Customer may transfer all or any of the Customer's cash Fund Investments to another person by an instrument in writing in transfer form (or such other form as LB may from time to time approve) in accordance with such terms and conditions as LB may determine from time to time. LB may charge the Customer a fee for effecting the transfer.

3.11 Where the Customer has instructed LB to participate in any periodic investment scheme offered by any of the Funds as the Customer's agent, the provisions of this Clause 3, shall apply mutatis mutandis to any subscription of Fund Investments under such periodic investment scheme. The Customer must give LB not less than 60 days' prior written notice to terminate the Customer's Instructions to participate in any periodic investment scheme.

3.12 The Customer may elect to switch from one Fund Investment to another Fund Investment at any time if switching is permitted. A financial adviser representative should only recommend to a Customer to switch funds if the replacement Fund continues to fit the Customer's financial needs and risk profile and is not detrimental to the Customer's interests.

3.13 The Customer shall have the right to cancel the subscription order by completing the cancellation advice and submitting it to LB within 7 calendar days from receipt of the Customer's subscription order. The Customer's right to cancellation of the subscription is subject to LB's terms and conditions for cancellation as set out in the relevant forms as prescribed by LB from time to time.

#### 4. Receipt and Disbursement of Monies

4.1 The Customer's Trading Account, will be used to subscribe to Fund Investments, deposit Customers' redemption proceeds and distribution income from the Customer's Fund Investments, and pay (among other things) fees and expenses attributable to the Customer's Fund Investments.

4.2 The Customer shall make payment of subscription monies, including fees, charges and expenses, in connection with the subscription of Fund Investments, on or before the time specified by LB, failing which LB may, in its sole and absolute discretion:

(a) decline to place a subscription order on the Customer's behalf; or

(b) grant the Customer credit, and debit the Trading Account for the amount advanced. Interest will be charged on such advances at such rate as LB may prescribe from time to time. The Customer shall immediately discharge the debit balance in his Trading Account on LB's demand, failing which LB may debit any Trading Account, and/or liquidate the Customer's Fund Investments to discharge such debit balance.

## 5. Custody of Fund Investments / Distributions

5.1 The Customer acknowledges and agrees that LB shall register Fund Investments subscribed for the Customer in LB's name. LB as the Custodian will record and hold in a separate account in its books all Fund Investments received and held by it for the Customer's account and shall arrange for all Fund Investments to be held in safe custody in such manner as LB may in its sole and absolute discretion determine. LB shall not, even if otherwise having the power and right to do so, vote in respect of any of the Customer's Fund Investments, unless and except, as specifically instructed by the Customer in writing. As Custodian, LB will collect all distributions, interest, redemption proceeds, dividends and other income payable or receivable in respect of the Customer's Fund Investments. On receipt of any distributions made by any Fund Investment on the Customer's behalf, LB as Custodian will credit to the Customer's Trading the distribution amount allocated to the Customer's Fund Investment within the relevant customary period.

5.2 Where monies are payable in respect of any of the Fund Investment in more than one currency, LB will collect them in such currency as may be permissible by Applicable Laws as LB may in its sole and absolute discretion determine.

5.3 Unless the Customer instructs otherwise (or the relevant Fund no longer accepts any further investments in it), dividends received by LB as the Custodian in respect of any of the Customer's Fund Investments shall be deemed to be subject to the Customer's instructions to reinvest the same in further Fund Investments of the same Fund and at the then prevailing price in respect of such Fund Investments.

5.5 At the Customer's request, and subject to being fully indemnified by the Customer and on production of such evidence as LB may require, LB may, at its sole and absolute discretion, assist the Customer in securing any tax privileges to which the Customer may be entitled in any jurisdiction in connection with the Customer's Fund Investment. This includes executing such ownership and other certificates and affidavits as may be

reasonably requested by the Customer for fiscal or tax purposes in connection with the Fund Investments held pursuant to the terms and conditions under this Document and the Client Account Agreement and making or procure the making of such applications and reports as may be required under the Applicable Laws of any jurisdiction in order to apply for or secure any tax privileges to which the Customer is or may otherwise be entitled in connection with such Fund Investments. The Customer shall indemnify, keep indemnified and hold LB harmless from and against all Loss incurred or suffered by LB in connection with or in relation to the provision of such assistance to the Customer at the Customer's request.

5.6 LB shall, as the Custodian, be entitled to appoint, without the Customer's further consent, any bank, merchant bank, trust company, nominee company, depository or member firm of any securities exchange ("Unit Account Delegate") to act as (i) a Sub-Custodian of any of the Customer's Fund Investments held by LB as the Custodian pursuant to these terms and conditions; and (ii) as an administrator to assist in the performance of LB's obligations pursuant to these terms and conditions on such terms as LB may (subject only to LB's obligations under the Applicable Laws), in LB's sole and absolute discretion, consider appropriate, provided that if LB has exercised reasonable care and skill in the selection of any Unit Account Delegate, LB shall not be liable or responsible for any Loss arising from any act or omission of any Unit Account Delegate in connection with the Fund Investments in its custody.

## 7. Termination

7.1 The Customer may terminate the Trading Account by submitting the requisite termination form to LB and the redemption Instruction for CPFIS investments as applicable. Such termination will only take effect from the later of (a) the effective date of termination as stated in the requisite termination form

143 or (b) the date when LB determines that there are no outstanding payments, obligations and/or liabilities due from the Customer to LB (whether subject to notice or not and whether matured or not and whether held singly or jointly) under this Document (such date, the "termination date").

## 8. Exclusion of Liability and Indemnity

8.1 LB and any Unit Account Delegate accept no responsibility and shall not be liable to the Customer:

(a) for advising or giving any recommendation to the Customer as to whether or not to invest in any Fund except under an express advisory agreement with LB. The Customer acknowledges the desirability and importance of seeking independent financial or professional advice with respect to dealing or investments in any Fund;



(b) for any disbursement, obligations, penalties, demands, actions, proceedings, judgment, suits, Loss (including any consequential loss and any loss of investment opportunity), or damages of whatsoever nature suffered or incurred by the Customer as a result of, or in connection with, any subscription, holding, cancellation or redemption of any Fund or any other transaction made or omitted to be made by the Customer on the basis of any information provided by LB pursuant to these terms and conditions or any Instruction which LB believe in good faith to originate from the Customer, and

(c) for any Loss or failure or delay in complying with their obligations under this Document caused by force majeure, act of god, war, terrorism, industrial disputes, natural disaster, adverse weather conditions, failure of communication systems or any other cause beyond the control of LB and any Unit Account Delegate.

8.2 The Customer shall indemnify, keep indemnified and hold LB and any Unit Account Delegate harmless from and against all Loss (including legal costs on a full indemnity basis) incurred or suffered by LB and/or any Unit Account Delegate arising out of or in connection with, this Document or from any cause whatsoever including anything done or omitted pursuant to Instructions given or purportedly given by the Customer or his authorised person, or the purchase, holding, switching, cancellation and redemption of Fund Investments, save where such Loss is due to the gross negligence, wilful default or fraud of LB or any Unit Account Delegate.

8.3 These limitation of liability and indemnity provisions are in addition to all other limitation of liability and indemnity provisions in this Document.

## 9. Representations, Warranties and Acknowledgements

9.1 The Customer acknowledges that the Funds are subject to investment risks, including possible loss of the principal amount invested. The Customer represents and warrants that the Customer is fully aware of the risks involved in investing in the Funds and will obtain from either LB or the relevant Fund representative an up-to-date version of the Fund Literature that might exist as of the date of any transaction. The Customer acknowledges and agrees that LB shall have no liability whatsoever to the Customer for any error, misstatement or omission in any Fund Literature and that LB makes no representation or recommendation in relation to any Funds.

9.2 If the Customer commences or continues trading in Fund Investments through a financial adviser representative, the Customer warrants that the financial adviser representative has been selected by the Customer as his own choice or as if the Customer had made that choice itself. The Customer acknowledges that no financial adviser representative is authorised to waive or vary any of LB's rights under these terms and conditions and that no financial adviser representative is allowed to accept any liability on LB's behalf.

9.3 Unless LB otherwise agrees in writing, LB does not and is not willing to assume any advisory, fiduciary or similar or other duties to the Customer. In this connection, LB assumes, and relies on the assumption, that the Customer has taken the necessary independent legal, tax, financial and other advice in relation to his Fund Investments or transactions carried out pursuant to the terms and conditions in this Document. Accordingly, the Customer shall bear full responsibility for all of the Customer's instructions and/or decisions made by the Customer under his Trading Account or Unit Trust Wrap Account.

9.4 The Customer acknowledges and agrees that LB may also earn trailer fees from the Fund depending on the Fund and amount of total Fund Investments subscribed through LB based on the market value of the total Fund Investments, which may be up to 1.5% per annum based on the market value of the total Fund Investments.

## 11. Fees, Charges and Expenses

11.1 The Customer shall promptly pay fees and/or other charges to LB for the services performed by LB pursuant to these terms and conditions at such rates as LB may impose from time to time, as notified to the Customer in the relevant form as prescribed by LB from time to time. The Customer acknowledges that LB may vary LB's scale of fees under this Document at any time, and such variation will be governed by Clause 36 of Part A of this Document.

11.2 The Customer shall pay or reimburse LB all costs (including legal costs on a full indemnity basis), fees and out-of-pocket expenses imposed by any relevant Funds and all taxes, duties or levies payable in respect of any Fund Investments subscribed, held or redeemed pursuant to these terms and conditions.

11.3 In the event that there is insufficient cash balance in the Customer's Trading Account to pay any payments due and payable to LB's, the Customer hereby agrees to pay the full amount of such shortfall into the Customer's Trading on demand, failing which the Customer agrees, consents and authorises LB to act on the Customer's behalf (at LB's sole and absolute discretion) to redeem such number of Fund Investments from the least volatile Fund (from each category of Funds subscribed using cash and made through LB calculated on bid-to-bid basis) and to apply the proceeds from such redemption towards the payment of the shortfall. Any redemption proceeds in excess of the shortfall shall be credited to the Customer's Trading Account.

11.4 The Customer acknowledges that, in addition to the fees and charges payable to LB pursuant to these terms and conditions, each Fund Investment in which the Customer may invest pursuant to these terms and conditions also bears its own investment management fees and other expenses which shall be borne and paid solely by the Customer.

## 12. Notices, Statements of Account, Confirmation Notes or Documents

12.1 Any confirmation notes issued in respect of Fund Investments applied for or switched by the Customer will be sent to the Customer electronically as the Customer places orders via the Electronic Broking Services. The Customer will receive a monthly statement of account if there is transaction in the Trading Account within the month or a quarterly statement of account if there is no transaction for the month.

12.2 LB shall use all reasonable efforts to make available to the Customer on request all annual and bi-annual reports and accounts produced by the relevant Fund in respect of which Fund Investments are held on behalf of the Customer pursuant to these terms and conditions and shall procure that all notices issued by such Funds are received by LB in relation to the Customer's Fund Investments and are notified to the Customer.

## **Section 6 : Margin Financing**

### Definitions

In this Section 6, unless the context otherwise requires, the following words and expressions shall bear the following meanings:

“Cash Collateral” shall have the meaning given to it in Clause 4.1, Section 6 of Part B;

“Charged Marginable Products” shall have the meaning given to it in Clause 0, Section 6 of Part B;

“Clearing House Collateral” shall have the meaning given to it in Clause 7.2, Section 6 of Part B;

“Excess Collateral” shall have the meaning given to it in Clause 6.5, Section 6 of Part B;

“Margin Call” shall have the meaning given to it in Clause 6.1, Section 6 of Part B;

“Related Assets” shall have the meaning given to it in Clause 0, Section 6 of Part B;

“Secured Obligations” shall have the meaning given to it in Clause 0, Section 6 of Part B;  
and

“Substitute Collateral” shall have the meaning given to it in Clause 5, Section 6 of Part B.

“Third Party Margin Services Provider” means any domestic or international custodial services provider which are qualified and are regulated under the regional regulatory authorities to provide margin financing services.

## 1. Margin Account

1.1 In providing the Margin Services to the Customers, LB appoints the Third Party Margin Services Provider to provide the Margin Facility through LB's Global Account. If the Customer's application to open a Global Account is accepted by LB, LB shall open a Global Account for the Customer and grant the Customer access to its Margin Facility to facilitate the Customer's purchase and/or trading in Marginable Products. If granted, the Margin Facility shall only be used by the Customer for financing the purchase of Marginable Products only.

1.2 Notwithstanding the foregoing, to the extent that the Customer not already having a Global Account gives any Instruction for the purchase of Financial Products and fails to effect settlement or procure the effecting of settlement on the settlement due date but has excess and acceptable property available to act as Collateral for the Customer, the Customer shall be deemed to have requested the opening and maintenance of the Global Account on the terms hereunder for the purposes of any and all such Instructions given from time to time and to apply such excess property as Collateral to the degree and amount required or to the extent of such excess (whichever be the lesser amount).

1.3 LB shall have the right to reduce, cancel or vary, and from time to time review any Margin Facility and nothing in this Document shall be deemed to impose on LB any obligation at law or in equity to make or continue to make available to the Customer a Margin Facility. Where LB has cancelled a Margin Facility, all monies outstanding or owing by the Customer to LB under or in connection with the Margin Account shall become due and payable immediately upon demand. Upon such demand, the Customer shall immediately repay all such monies outstanding or owing by the Customer to LB.

## 2. Credit Limit and Interest

The Customer shall not permit or cause its Outstanding Balance to exceed the credit limit from time to time set by LB for the Global Account. The Customer agrees to pay interest to LB on the Outstanding Balance at such rate as LB may from time to time notify the Customer.

## 3. Temporary Increases in Credit Limit

LB may, in its sole and absolute discretion, grant the Customer a temporary increase beyond the credit limit set by LB. Any such temporary increase may be revoked by LB at any time without notice to the Customer and without prejudice to any of its rights under this Document, including the right to liquidate the Collateral.

#### 4. Initial Margin and where Collateral is kept

4.1 The Customer agrees, before commencing trading on the Global Account which the Customer has expressly requested the opening of, to deposit or procure the deposit with LB an initial margin or collateral comprising of cash or cash equivalent (collectively “Cash Collateral”) or Marginable Products over which a collateral interest by way of charge with ancillary title transfer rights as noted below shall be vested in LB or both, in such amount as LB may require.

4.2 All Collateral (not the subject of a title transfer in favour of LB or a third party through LB or pending the exercise of LB’s ancillary title transfer rights to the same) shall be kept in the Customer’s account maintained with LB or in such sub-account as may be maintained by LB with its Nominee(s) together with a credit for Collateral title transferred in favour of LB or to a third party through LB (and for which LB owes a duty to return by way of an unsecured debt) by way of unsecured receivables due from LB.

4.3 Nothing in this Section 6 shall have the effect of constituting LB as a fiduciary of the Customer or otherwise with respect to the Marginable Products deposited or purchased in the Global Account, any relationship of a trustee and beneficiary between LB and the Customer, or any further relationship other than as expressly contemplated in this Section 6.

4.4 Where the Global Account is opened as a consequence of a deemed request of the Customer (pursuant to Clause 1.2 above), LB shall procure margin or collateral from the Customer as described in Clause 4.1 above. Any and all cash provided by the Customer whether for margin or as payment for margin trading shall to the extent possible be applied towards payment for margin trading as and when such trading arises and payment with respect thereto becomes due and thus to the extent that such payment reduces both the Cash Collateral return obligation and the payment obligation of the Customer correspondingly.

#### 5. Maintenance Margin

The Customer shall maintain such margin or collateral with LB which is between the Outstanding Balance and the current value of the Collateral in compliance with such maintenance level requirements as may be prescribed by LB in accordance with such terms and conditions relating to Marginable Products as imposed by LB from time to time and as notified to the Customer. For the avoidance of doubt, for the purposes of calculating the value of the Collateral, the value of Collateral title transferred in favour of LB or to a third party through LB (and for which LB owes a duty to return by way of an unsecured debt) shall be included in such calculation to the extent of the collateral provided or procured to be provided by LB in favour of the Customer as security for such debt obligation comprises cash, cash equivalent or Marginable Products which the

Customer shall be deemed to have onward provided to LB as Collateral (collectively "Substitute Collateral").

## 6. Additional Margin/Alternative Source of Margin/Cumulative Margin and Collateral posting and Default Consequences

6.1 LB may require additional margin to be deposited immediately or within a very short period of time which may be less than twenty-four (24) hours as and when it deems fit (by any method of communication allowed under this Document) (a "Margin Call") (including where the purchased or deposited Marginable Products carried in the Global Account are subject to unusually rapid or volatile fluctuations in value, or are deemed not able to be liquidated promptly, or where such purchased or deposited Marginable Products do not have an active market, or upon immediate suspension of a counter from trading on any exchanges or markets).

6.2 The Customer shall promptly comply with the requirements of the Margin Call, including providing additional margin, and hereby waives any right to object on the grounds that the Margin Call is unreasonable. Without prejudice to the Customer's obligation to pay margin immediately when the same becomes due, the Customer must notify LB immediately if the Customer cannot, or believes it would not be able to, meet a Margin Call when due.

6.3 If LB has notified the Customer and provided a specific date or time by which the Customer is required to meet a Margin Call, LB can still take necessary steps to protect its financial interests before such specified date, including exercising any of LB's rights under this Section 6, before the Customer has been furnished with the Margin Call or before the time given for meeting the Margin Call has elapsed.

6.4 The Customer shall not have a right to an extension of time with regard to Margin Calls. If LB grants any such extension of time for Margin Calls in its discretion, then unless LB expressly states in writing that such extension of time is intended to override or prevail over LB's rights under this Section 6, such extension of time shall be deemed to have been granted subject always to LB's rights under this Section 6.

6.5 The Customer also acknowledges that LB is permitted (but not obliged) to treat as margin or collateral (whether initial margin or maintenance margin) Excess Collateral of the Customer (including Substitute Collateral with respect to unsecured receivables and Marginable Products return obligations of LB due to the Customer as a result of a title transfer collateral having been provided to LB). For the purposes of the preceding, "Excess Collateral" shall refer to such Collateral of the Customer provided as collateral for obligations of the Customer otherwise than referable to margin trading so as to effectively determine whether the Customer satisfies its collateral or margin provision requirements for margin trading cumulatively with its collateral or margin provision requirements otherwise to LB. Insofar as such Excess Collateral comprises cash, cash equivalent or cash

receivables due to the Customer, they may be applied by way of payment for Marginable Products purchased by the Customer and effectively reduce pro tanto the amount of financing required by the Customer and correspondingly the amount of cash or cash equivalent LB is otherwise obliged to return to the Customer.

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

## 7. Forced Liquidation / Use of Collateral

7.1 Without prejudice and in addition to all other rights of LB under this Document, LB shall have the discretion to at any time apply (whether by selling or disposing or otherwise) any or all Collateral (including for the avoidance of doubt the Marginable Products in the Global Account, any Cash Collateral or cash provided as payment for margin trading and other Financial Products of the Customer) in any manner which LB may decide in its sole and absolute discretion, including towards the payment of any amounts due and payable by the Customer to LB under any Account or towards meeting any of the Customer's obligations and liabilities to LB (including the obligation to comply with any margin requirements and the obligation to provide additional margin such as causing the Global Account to meet with the margin and credit balance requirements under this Document), whether or not any time which has been allowed for the Customer to provide any additional margin or take any other action has elapsed. Any such sale or disposal may be made at LB's discretion on any exchange or other market where such business is usually transacted or at a public auction or private sale or LB may be the purchaser for its own account.

7.2 The Customer further acknowledges and agrees that:

(a) as a general rule Collateral of the Customer in the possession or control of LB (whether held in a trust account or subject to a trust in favour of the Customer or held with a clearing house or otherwise) will be held commingled with Collateral of other customers of LB (where applicable in a trust account in accordance with the provisions of the FMA and MAS Directives);

(b) one result of the preceding is that it would be administratively difficult and as a matter of economic costs counter-productive to attempt to allocate the respective interest entitlement (if the trust account is interest bearing) on an individual basis. This is primarily because of the constant fluctuations in the value of the commingled Collateral in such trust account;

(c) it is a condition for LB accepting the Customer as a customer that the Customer agrees therefore to waive and relinquish in favour of LB any and all rights and entitlements to interest and investment earnings accruing to the Customer's share of Collateral, whether held in such trust account or subject to a trust in favour of the Customer or held with any clearing house as collateral for any applicable Transaction in respect of the Customer (such portion of Collateral held with any clearing house referred to herein as "Clearing House Collateral");

(d) at no time shall LB be held liable or responsible in any way for any Loss suffered or incurred by the Customer as a result of any investment of Clearing House Collateral by any clearing house;

(e) the deposit or provision of any Clearing House Collateral in any clearing house shall be subject to:

(i) the clearing rules of such clearing house;

(ii) any security deed or document which such clearing house may require its clearing members to enter into to govern the provision of Clearing House Collateral (which form may be prescribed and amended or supplemented from time to time by such clearing house); and

(iii) any applicable law or regulation (including the FMA);

(f) the Customer by applying to open an Account with LB and being a customer of LB and/or accessing or using any of LB's Primary Services shall therefore be deemed to agree to (and LB will and does materially rely on the effectiveness of) such waiver and relinquishment as set out in Clause 3 of Part A; and

(g) LB may however pay from time to time such portion of any actual interest and investment earnings it may receive with respect to such Collateral as it deems appropriate.

## 8. Withdrawal of Collateral

The Customer acknowledges and agrees that the Collateral in the Global Account (or where relevant fungible equivalent of the same) may only be withdrawn by the Customer if the Customer gives not less than two (2) days' notice of such withdrawal to LB and only if the Customer continues to comply with any and all margin requirements imposed by LB after such withdrawal. Withdrawal of cash balances or cash amounts representing excess over margin shall be subject to the approval of LB and LB may refuse to approve any such withdrawal in order to preserve the Customer's margin at such levels as LB deems fit (whether or not in excess of regulatory requirements).



## 9. Security

9.1 As a continuing security for the Outstanding Balance and all other obligations and liabilities owing to LB under, or in connection with the Account (collectively the “Secured Obligations”), the Customer hereby assigns all the Collateral to LB by way of security/collateral coupled with such title transfer rights as may be provided for below in Clause 12 to enable LB to borrow, on-lend, or deliver the same to third parties in discharge of delivery obligations of such Marginable Products to such third parties. Without prejudice to the generality of the foregoing and (i) insofar as the Collateral comprises Marginable Products, the Customer hereby charges the Collateral, with full title guarantee and by way of first fixed charge all the Customer’s rights, benefits, title, interest and entitlements in or to or arising from:

(a) all Marginable Products comprising Collateral both present and future together with any substituted and/or additional Marginable Products which the Customer may now or hereafter hold or beneficially own, and which are or are given over to the possession and control of LB;

(b) all dividends, interest and other monies payable in respect of the said Marginable Products in sub Clause (a) above and all other rights, benefits and proceeds in respect of or derived from the same (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise) (the “Related Assets”); and

(c) all actions, claims and rights against any relevant depository agent, settlement system or clearing house or any other person in connection with such Charged Marginable Products (as hereafter defined), and in each case whether or not the same is constituted, evidenced or represented by scrips, certificates or other documents evidencing title thereof for which are now or hereafter deposited with or delivered to or transferred to or lodged with or registered or held by LB or its Nominees (whether in the name of or held in the account of or to the order of or under the control and direction of LB or its Nominees) or in LB’s possession or custody or the custody or the possession of its Nominees or transferred to or lodged with LB or its Nominees by the Customer or by others in the Customer’s name(s) or for the Customer’s account or sub-account or at the Customer’s request or with the Customer’s consent, whether for safe custody, security, collection or for any specific purpose or generally (hereinafter collectively and individually called the “Charged Marginable Products”), in favour of LB for the payment and discharge of all of the Secured Obligations; and (ii) insofar as the Collateral comprises cash or cash equivalent, the Customer agrees that all right, title and interest in and to any Cash Collateral which is transferred or given over to LB shall vest in LB free and clear of any liens, claims, charges or encumbrances or any other interest of the Customer or of any third person; and nothing in these terms is intended to create or does create in favour

of LB an interest only by way of any mortgage, charge, lien, encumbrance or other security interest in any Cash Collateral.

9.2 The Customer hereby covenants with LB to discharge the Secured Obligations and to perform, observe and comply with all the undertakings, covenants, stipulations, terms and conditions under this Document and the Client Account Agreement.

9. LB and/or its Nominees shall have the sole and absolute discretion to determine from time to time, whether or not to register the Charged Marginable Products or any part thereof in LB's name and/or the name of its Nominees including (without prejudice to the generality of the foregoing) the power to deliver and deposit with and/or withdraw and/or transfer the Charged Marginable Products or any part thereof.

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

9. Without prejudice to the generality of any provisions of this Document, the Client Account Agreement or any other agreement or any other powers granted by the Customer to LB, as security for the discharge of the Secured Obligations, the Customer hereby covenants that it will forthwith on request by LB and/or its Nominees and for that purpose LB through any of its authorised officers is irrevocably authorised as agent of the Customer to execute any and all forms, notices, instruments, transfers, authorisations, agreements or documents as LB may from time to time require or deem necessary or desirable to open, operate, keep and maintain in relation to the Charged Marginable Products one or more sub-account(s) with LB (if an authorised depository agent) or the depository agent with whom LB also maintains a sub-account for the purposes of this charge in relation to the Charged Marginable Products, and do all such things in connection with such account(s) and/or sub-account(s) as LB and/or its Nominees shall think fit (including giving instructions to the relevant depository agent and/or its nominees in relation to the Charged Marginable Products for transfer of the Charged Marginable Products from the Customer's Account(s) to a sub-account or subaccounts) with LB or the depository agent with whom LB also maintains a sub-account for the purposes of this charge for purpose of securing the discharge of the Secured Obligations and/or perfecting the title or security interest of LB to the Charged Marginable Products and the Customer hereby ratifies and confirms and undertakes at all times to allow, ratify and confirm all and whatsoever LB as the Customer's agent shall do or cause to be done in respect of any and all such forms as instructed by LB and that the Customer's agent shall be indemnified by the Customer against all costs, charges, expenses and Loss which it may incur in so doing

#### 11. Further Assurance

The Customer shall, when required by LB, execute (a) such further legal or other charges or assignments in favour of LB, as it shall from time to time require, and on such terms as LB may decide, over any, some or all of the Collateral and all rights relating thereto both present and future; and, (b) other transfers or documents which LB may from time to time require for perfecting its title to the same or enabling it to vest the same in itself or its Nominees or in any purchaser.

#### 14. Waiver of Interest

The Customer acknowledges and agrees that the provisions of Clause 3 of Part A shall mutatis mutandis apply to with respect to interest that may be earned by such credit balances as may be held in the Margin Account (which are not utilised for the payment of shares) as if the same were Excess Funds for the purposes of this Clause.

#### 15. Fees

The Customer shall also pay such administrative or other fees as are charged by LB for administering the interest on the Global Account. The Customer hereby authorises LB to deduct from the Global Account such sums as may be required for and in payment of such fees.

(Ver.1.0 Apr 2020)