

## Standard Chartered Online Trading Terms

This is an important document.

Please read it carefully and keep it for future reference.

The Online Trading Service is an information, trading and settlement service. These Terms contain important information regarding the terms and conditions which will apply to your dealings with Standard Chartered Bank (Singapore) Limited (“SCBSL”) in relation to that service. You should read this document carefully and keep it for future reference. The Service Provider and other relevant parties may have their own set of terms and conditions in relation to the Online Trading Service and neither Standard Chartered Bank (Singapore) Limited nor its affiliates are a party to those terms and conditions. Any such terms and conditions are additional to the terms that may be set out in relation to that Service Provider in the schedule to these Terms.

Certain risks relating to Online Trading are described in Part D of this document. This document does not disclose or discuss all of the risks, or other significant aspects, of conducting transactions or of the transactions conducted. You should not construe these or any other statements as legal, tax or financial advice.

Standard Chartered Bank (Singapore) Limited is not acting as your financial advisor and you must not regard it as acting in that capacity. You should consult your own independent legal, tax and financial advisors before entering into any transaction and only enter into a transaction if you have fully understood its nature, the contractual relationship into which you are entering, all relevant terms and conditions and the nature and extent of your exposure to loss.

If you have any questions about the Online Trading Service, or in the event of any service difficulties or interruptions, please contact our 24-hour (Monday to Friday) Online Trading Service Line at 1800 242 5333 (+65 6242 5333 from overseas) for assistance.

### Introduction

#### 1 Introduction to these Terms

- 1.1 These Terms set out the terms and conditions on which you can use our Online Trading Service to trade Securities and obtain information services through the Service Provider. You agree that these Terms are applicable to all trades executed online via the Online Trading Service platform, through the Website, the SC Trading application for mobile phones and tablets or such other facility provided by (or on behalf of) us. You agree to use the Online Trading Service only in accordance with these Terms.
- 1.1 These Terms supplement the terms and conditions applicable to Securities dealing, banking and other products and services that we may provide to you from time to time, as well as the terms and conditions of the Service Provider.
- 1.3 In the event of any inconsistency between any provision of these Terms and any other terms and conditions issued by us, the provision of these Terms will prevail in relation to any matter concerning the Online Trading Service. However, if there is any conflict between these Terms and the provisions of the relevant Confirmation issued by us, the provisions of the Confirmation will prevail.
- 1.4 All dealings between you and us are subject to:
  - (a) the rules, directions, decisions and requirements of the supervisory authority, exchange and clearing facility for the Securities;
  - (b) the customs and usages of the market;
  - (c) international and domestic anti-money laundering and counter terrorism laws; and

- (d) in the case of any Confirmation or other record issued to you, the correction of errors and omissions.

## 2 Meaning of words and phrases

The meaning of capitalised terms and certain phrases is explained at the end of these Terms.

## Part A - Accessing and using the Online Trading Service

### 3 Your access to and use of the Online Trading Service

- 3.1 We grant to you a nonexclusive, non-transferable personal right to access and use the Online Trading Service to trade Securities and obtain information services through the Service Provider(s).
- 3.2 The Online Trading Service may not be available at certain times. In particular, there will be a daily downtime period (as advised on the Online Trading Service) when you will not be able to access the Online Trading Service. We may also periodically shut down the Online Trading Service and interrupt any automatic functions for the following reasons:
  - (a) system and software maintenance;
  - (b) seasonal holidays; and
  - (c) any other event that we consider requires suspension of the Online Trading Service.

There are other events that may interrupt or prevent your access to the Online Trading Service. Please also refer to the important risk disclosures in Part D and our disclaimers and limitations of liability in Part F.

- 3.3 For the purpose of accessing and using the Online Trading Service, we grant to you a non-exclusive, non-transferable personal licence in relation to the Software. We do not transfer title to, nor grant any interest in the Software to you.
- 3.4 You may only use the Online Trading Service, the Software and any other information, services and materials that are available through the Online Trading Service for your own personal needs. You may not allow or permit any other person to access or use any such information, services or materials or otherwise deal with them for the benefit of any other person or in any way that is not specifically contemplated by these Terms (including by way of downloading, copying, reproducing, adapting, publishing, selling, or distributing them) without our express written consent, which we may grant with or without conditions.
- 3.5 You agree that before accessing or using the Online Trading Service while you are outside your country of residency, you will ensure that you would not be breaking any laws, rules or regulations in that other country by doing so.
- 3.6 We reserve the right to withdraw or suspend your right to access and/or use the Online Trading Service and/or the Software (or any part of them) at any time without prior notice to or any consent from you and without assigning any reason for that action.
- 3.7 We have nominated the Service Provider to provide market-related information on the Online Trading Service to you and we will use certain brokers to execute Transactions and effect other relevant Instructions on your behalf. We may change the Service Provider used to provide that information and any broker we use at any time without prior notice. In addition to these Terms, your use of the Online Trading Service is subject to the terms and conditions imposed by the Service Provider and any other relevant third parties from time to time.

## 4 Your Logon ID and other passwords

- 4.1 You are responsible for the confidentiality and use of your Logon ID and any other passwords that are provided by us or which you may set in relation to the Online Trading Service. If you become aware of any loss, theft or unauthorised use of your Logon ID or any other password,

you must notify us immediately. We may cancel your Logon ID and/or disable your access to the Online Trading Service at any time without notice.

- 4.2 You agree that all risk and liability for any unauthorised Instructions or fraud lies with you alone and that you will indemnify us on demand against all loss, costs and expenses arising from or incurred in connection with such unauthorised Instruction or fraud
- 4.3 Without limiting the generality of the above, you undertake not to reveal your Logon ID or any other password and not to allow any unauthorised person to issue Instructions on your Securities Settlement Account. You also agree that you will:
- (a) not tell anyone your Logon ID or any other password or let anyone find out your Logon ID or other passwords even your family and friends;
  - (b) not let anyone watch you enter your Logon ID or any other password; and
  - (c) if you can, memorise your Logon ID and passwords and destroy any records of them, or if you cannot memorise them, disguise them in any record in such a way that others will not be able to decode them.

## 5 Protection of rights in the Online Trading Service and other materials

The Online Trading Service, Software, marketing information and other materials available on or via the Online Trading Service ("Online Trading Materials") are proprietary to us, the Service Providers and/or our respective agents, partners, licensors or contractors. All property rights in the Online Trading Materials are protected by copyright in Singapore, the United States and/or other countries, among other intellectual property protections that may apply. In addition to any specific conditions described in the schedule to these Terms in respect of any particular Service Provider, you undertake that you:

- (a) will keep all Online Trading Materials strictly confidential, except to the extent that they are already in the public domain (other than through a breach of these Terms or any other obligation of confidence);
- (b) will respect and protect all rights, title and interest (including all intellectual property rights) in the Online Trading Materials;
- (c) will not (electronically or otherwise), and will not attempt to, download, copy, disseminate, redistribute or resell the Online Trading Materials (including any part, copy, adaptation, transcription or merged portion), nor sell, transfer, lease, assign or sub-licence your rights under these Terms;
- (d) will not commercially exploit the Online Trading Materials in any manner whatsoever contrary to the intent and spirit of these Terms; and
- e) without limiting the restrictions above, will not, and will not attempt to:
  - (i) tamper with, modify, adapt, translate, decompile, reverse-engineer or otherwise alter in any way;
  - (ii) create derivative works based on, or combine or merge with or into any other software or documentation;
  - (iii) gain unauthorised access to, make unauthorised use of or make use of for any illegal purpose (or any other purpose that is not contemplated in these Terms); or
  - (iv) remove, erase or tamper with any copyright or proprietary notice printed or stamped on, affixed to, or encoded or recorded on, any Online Trading Materials.

You acknowledge that we, the Service Provider and/or other third parties may take legal action against you if you breach these undertakings at any time, or if we or such third parties suspect that

you have done so. You may also be subject to other fines and penalties in the relevant jurisdiction(s). You undertake to notify us immediately if you become aware of any breach described in this clause 5 or that any action described in clause 5(e) is being perpetrated or attempted by another person.

You may also be required by us to notify the Service Provider and/or the relevant third parties of any breach by you of any of the Terms or any of our agreements with any Service Provider that are notified to you. You also authorise us to do so on your behalf.

## Part B - Your Securities Settlement Account

### 6 Opening a Securities Settlement Account

- 6.1 Before issuing any Instructions, you will need to open a Securities Settlement Account with us for each currency in which you wish to trade, by filling out an Online Trading Service Application Form in your name.
- 6.2 The following requirements will apply to each Securities Settlement Account, in addition to any others that we may impose from time to time:
- (a) You must be a legal resident of the place where you open the Securities Settlement Account and 21 years of age or over.
  - (b) A maximum of two account holders is permitted for any Securities Settlement Account.
  - (c) Opening a Securities Settlement Account is conditional upon:
    - (i) you providing us with the necessary identification information we require; and
    - (ii) us carrying out any verification checks and other assessments that we may be required to perform by applicable law or in accordance with our policies.
  - (d) When you apply for a Securities Settlement Account, you will be required to provide the information and documents specified in the Online Trading Service Application Form and any additional information or documents that we may otherwise request from time to time.
- 6.3 We reserve the right in our absolute discretion to refuse any Online Trading Service Application Form, or the designation of any person to operate a Securities Settlement Account, and we may not give you any reasons for that refusal.

### 7 Operation of the Securities Settlement Account

- 7.1 Subject to these Terms, we will hold, in the Securities Settlement Account:
- (a) any amounts received by us for your account for the purpose of acquiring Securities;
  - (b) any amounts received by us and/or our nominee for your account from the disposal or redemption of any Securities; and
  - (c) any income or other payments received by us and/or our nominee for your account in respect of any Securities.
- 7.2 Subject to clause 8, we may make payments from the Securities Settlement Account without any instructions from you, and you hereby authorise us to make such payments:
- (a) upon the placing of an order to a broker pursuant to your Instructions for your account and for payments in connection with the registration of such Securities in the name of our nominee; and
  - (b) for the payment by you, whether to us or otherwise, of:

- (i) any taxes, fees and disbursements, charges and expenses properly payable by you in accordance with these Terms or any other terms applicable to the Online Trading Service; and
- (ii) any payments required in respect of the acquisition or holding of Securities or in connection with the redemption and sale of Securities.

Subject to clause 8, we will make other payments from the Securities Settlement Account in order to give effect to your Instructions.

- 7.3 If you open a Securities Settlement Account with one or more other persons:
- (a) each of you may operate the Securities Settlement Account independently of the other(s), but not simultaneously;
  - (b) you will each be jointly and severally bound by these Terms and any other relevant terms and conditions;
  - (c) we may accept as deposits to the Securities Settlement Account any cheque or other negotiable instrument payable to any one or more of you; and
  - (d) if one of you dies, the Securities Settlement Account will be closed and the balance in the Securities Settlement Account will be paid by us to the survivor(s).
- 7.4 We will act upon an account operating authority until it is varied by notice to us in writing. If there is more than one account holder:
- (a) all of you must authorise adding an additional person to operate the Securities Settlement Account; and
  - (b) any of you may cancel an additional person's authority to operate the Securities Settlement Account.
- 7.5 We may suspend your Securities Settlement Account at any time and without notice to you if you fail to comply with your obligations under these Terms or under any other terms that apply to the Online Trading Service.

## 7A No pledge of Securities

- 7A.1 Securities which you acquire through the Online Trading Service or transfer in to any account linked to the Online Trading Service may not be pledged as collateral for any loan or other financing facility.

## 8 Maintaining sufficient funds in your Securities Settlement Account

- 8.1 You agree at all times to maintain sufficient funds in each Securities Settlement Account for the purpose of effecting your Instructions and for paying any fees, costs or other expenses for which you may be liable. You acknowledge that the funds available include the cash balance in the relevant Securities Settlement Account plus any amounts due to be credited to that account (following a sale of Securities held for your account) less any payments due to be debited from that account (following a purchase of Securities to be held for your account).
- 8.2 You acknowledge and agree that if at any time there are (having regard to other payments debited or due to be debited) insufficient funds in a relevant Securities Settlement Account, we may, in our absolute discretion and without any obligation to do so:
- (a) decline to place an order on your behalf with any broker or otherwise execute your Instructions;
  - (b) force-sell any Securities held by us on your behalf;

- (c) transfer funds as necessary from any other accounts maintained by you with us without further instruction or sanction from you; and/or
  - (d) advance the necessary funds to you for the purpose of fulfilling an order pursuant to your Instructions or paying any costs, fees or expenses, and debit the Securities Settlement Account with the amount of that advance.
- 8.3 If we advance funds to you, such that a debit balance occurs or any existing debit balance is increased on the Securities Settlement Account:
- (a) you agree to pay interest on the amount advanced at the rate prescribed by us from time to time;
  - (b) upon demand, you will discharge the debit balance on the Securities Settlement Account, and after demand (pending discharge) we will be entitled to charge default interest on the demanded amount at the rate prescribed by us from time to time;
  - (c) if you fail to discharge the debit balance, we will be entitled (in addition to the remedy in clause 8.2(c)) to sell or otherwise liquidate (upon such terms and conditions as we think fit) such number of Securities held by us or our nominee for your account as is necessary to discharge the debit balance and remit the proceeds to the Securities Settlement Account; and
  - (d) we may, in our absolute discretion and without any obligation to do so, set off such debit balance or the increase in the debit balance (as the case may be) on the Securities Settlement Account against any credit balance or balances which you may have in any other bank accounts with us without further instruction or sanction from you.

## Part C - Transactions and Instructions

### 9 Entering into a Transaction

- 9.1 To enter into a Transaction, you must follow all the steps identified on Online Trading Service as necessary for the execution of that Transaction.
- 9.2 A Transaction will be binding upon the completion of each of those steps, subject to our rights under clauses 9.3 and 10. All such Transactions are subject to these Terms and any other agreement between you and us that applies to such Transactions. The terms of any Transaction, as well as the provisions of and performance under any agreement arising under or in connection with that Transaction, will be your sole responsibility.
- 9.3 We may from time to time implement a number of electronic filters through the Online Trading Service for the purpose of implementing credit limits, position limits or other limits on your trading activities. As a result, you understand and acknowledge that you may be prevented from entering into Transactions at certain times if such actions would cause an applicable filter to reject an Instruction submitted by you. Any such limits imposed by us are solely for our protection and we will have no responsibility for monitoring or ensuring your compliance with any limits imposed on your trading activities by you or by applicable law. You agree that you will not take any actions that will cause you to violate any limits imposed by us on your trading activities for example, placing an order for Securities through another broker, to be cleared through us, if that order would result in the violation of any such limits.
- 9.4 By offering the Online Trading Service, we are not acting as a principal, nor as an executing, clearing and/or prime broker with respect to any Transaction.
- 9.5 You acknowledge that neither:
- (a) the relationship between you and us;
  - (b) the Online Trading Service to be provided under these Terms; nor any other matter,

- (c) gives rise to any fiduciary or equitable duties on our part in your favour. In particular, there are no duties that would oblige us to accept responsibilities more extensive than those set out in these Terms or which would prevent or hinder us in carrying out any of the activities contemplated by these Terms. You are responsible for all investment decisions.

9.6 Circumstances may arise in which we, another member of our group or one of our respective officers, employees or agents has a material interest in a Transaction or where a conflict of

interest arises between your interests and those of other clients, counterparties or us. However, if we act in circumstances where we have a material interest or conflict of interest, we will take reasonable steps to ensure you are treated fairly. We may, in our absolute discretion, without giving any reason or notice and without incurring any liability of any nature to you, decline to act for you in such circumstances.

## 10 Your Instructions

10.1 Any Instructions given by you or your authorised representative(s) are irrevocable and are at your own risk. You acknowledge and agree that once given, an Instruction cannot be revoked and if acted on by us, the Instruction will be binding on you.

10.2 We reserve the right at all times to decline to accept your Instructions, whether provided via the Online Trading Service or otherwise, without giving any reason or explanation or prior notice. Without limiting the generality of this right, we may:

- (a) decline to act on your behalf or accept your Instructions where:
  - (i) the original Instruction is more than 20 business days old and is not reconfirmed at that time;
  - (ii) the basis for any quotation for the relevant Securities has changed and the order has not been reconfirmed;
  - (iii) the Securities are the subject of a trading halt and the order has not been reconfirmed;
  - (iv) the relevant stock exchange has purged the order from the relevant trading system;
  - (v) we believe that the transaction would result in no change of beneficial ownership;
  - (vi) we believe that the transaction would have the effect, or is likely to have the effect of creating a false or misleading appearance of active trading in any securities or with respect to the market for, or the price of, any securities, or could otherwise result in a finding of market misconduct in any jurisdiction; or
  - (vii) we believe that your Instructions are unclear, ambiguous or incomplete;
- (b) cancel or reverse any Instruction or Transaction without contacting you where the relevant stock exchange has recommended or required a cancellation or reversal for market integrity reasons, where the market was operating under an error or where the cancellation or reversal is permitted under the relevant market rules for that exchange; and
- (c) where you or an authorised person appears to be a Proscribed Person, refuse to process or complete any Instruction or Transaction, suspend the provision of a product or service to you, refuse to allow or to facilitate any of your assets held by us to be used or dealt with, refuse to make any asset available to you or to any other Proscribed Person or entity or terminate these arrangements with you. These rights are in addition to all other rights we may have.

- 10.3 If we exercise our rights under clause 10.2(c), you must pay us on demand any damages, losses, costs or expenses that we incur in relation to any action taken under that clause or applicable law, including administrative costs, professional fees and/or costs of sale or purchase of any transaction or deal put in place for the purposes of meeting our obligations under these Terms.
- 10.4 Subject to our discretion to reject any Instruction, all Instructions given via the Online Trading Service will only be valid and effective if actually received by us within the Trading Hours on a Trading Day. However, we do not guarantee that any of your Instructions will be processed even though they may have been received.
- 10.5 We will use our reasonable endeavours to execute your Instructions, but we will not guarantee that your Instructions will be wholly or partially executed or will be executed by a certain time. We will not be responsible for any delays due to market factors, our own verification or authorisation processes or any other reason whatsoever, nor for executing a Transaction before processing any cancellation or amendment that you may send to us.
- 10.6 You authorise us to accept Instructions on your behalf from your authorised representative(s) and you confirm that your authorised representative(s) has/have the power to do the following in your name and on your behalf from time to time to:
- (a) give Instructions on your behalf; and
  - (b) access and use the Online Trading Service.
- 10.7 You agree that we may assume the authenticity of any Instructions given or purportedly given via the Online Trading Service by you or your authorised representative(s), or that any person claiming to be your authorised representative is in fact that person. We are not obliged to enquire into any of these matters and you authorise us to act upon any Instructions that we believe to be authentic and valid.
- 10.8 If more than one person constitutes our client for the purpose of any Transaction, they are jointly and severally bound by these Terms and any other relevant terms and conditions and we are entitled to act upon the Instructions of any one of those persons.
- 10.9 If, in our absolute opinion, we believe there is a dispute between us about an order or Instruction you have given us (such as the number of Securities you have asked us to buy or the bid price), we may take any action which we consider, in our absolute discretion, necessary to close any open position that is the subject of the dispute (for example, selling the relevant Securities), without any prior notice to you.

#### 10A GOOD TILL DATE (“GTD”) ORDERS

- 10A.1 You may request and authorize us to place GTD orders on your behalf. We are not obliged to accept GTD orders on your behalf. You acknowledge that the GTD order will remain and be carried forward in the system over a period of time until:
- (a) the GTD order is fully executed;
  - (b) the GTD order is withdrawn or cancelled; or
  - (c) the GTD order is rejected.
- 10A.2 You also acknowledge that the GTD order expiry date is mandatory and must be submitted with the order entry.

- 10A.3 You agree and acknowledge that the GTD order will be cancelled automatically and permanently when any of the following events occur: the contract value of your GTD order exceeds the available balance at any point during the validity of GTD order;
- (a) the share balance is insufficient for your GTD sell order at any point during the validity of GTD order;
  - (b) the specific counter in relation to your GTD order is suspended from trading;
  - (c) the price in relation to your GTD order is outside the range of price limit; or
  - (d) at the end of last business day upon the expiry date.
- 10A.4 You agree that we will use commercially reasonable endeavours to process your GTD order(s), but it may not be performed due to various reasons, including without limitation, fluctuation in stock price, inadequate market liquidity, system failure and any event beyond our control. The order may be fully executed, partially executed, unexecuted or even rejected.
- 10A.5 You further agree and acknowledge of the following:
- (a) that the GTD order(s) will not be checked and rejected by system for any corporate actions (including but not limited to right issue, stock split, reverse stock split etc) announced during the validity period of the GTD order(s). Therefore you MUST monitor corporate actions for your GTD order(s) and cancel or modify the order(s) if required, as corporate actions normally involve change of price and/or quantity.
  - (b) that the GTD buy order(s) requires cash up front and you must ensure that there is sufficient cash whereas the GTD sell order(s) in designated counter will be rejected in the event there are no available balance of the shares.
- 10A.6 We shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by you by virtue of any delay or any partial execution or any failure by us to execute a GTD order for any reason whatsoever including without limitation any failure or error of any computer or electronic systems or equipment.

## 10B STOP LOSS LIMIT (“Stop Loss”) ORDERS

- 10B.1 You may request and authorize us to place Stop Loss orders on your behalf. We are not obliged to accept Stop Loss orders on your behalf.
- 10B.2 You acknowledge and agree that:
- (a) once the current price of the stock drops to or below your preset stop loss price, your Stop Loss order(s) will be triggered and placed to market as limit order for execution. The executed price may be better than, or equal to your limit price. The Stop Loss order(s) will not be executed at the price below the specified limit price.
  - (b) we do not guarantee that Stop Loss order(s) can be executed or partially executed.
  - (c) if the above Stop Loss order(s) is not executed during the good-till period, it will lapse after market closes on the good-till date
  - (d) if the above Stop Loss order(s) is valid for more than 1 trading day and it is not triggered, cancelled or rejected on a trading day during the good-till period, it will be automatically carried forward to the next trading day, until the end of the good-till period. Once triggered, the order will lapse at the end of that trading date and will not be carried forward to next trading day regardless of whether the order is executed fully or not.
  - (e) Stop Loss order(s) can be cancelled but not amended, in which the executed part of the order cannot be cancelled, while only the outstanding part of the order can be cancelled before market closes on the trading day on which the executed part of the order is executed. We shall not be responsible or liable to you for any loss or expense

suffered or incurred by you if the original Stop Loss order has already been completed or in our opinion, we have insufficient time or are unable to act on such instruction to cancel the original Stop Loss order.

10.B.3 You agree that we will use commercially reasonable endeavours to process your Stop Loss order(s), but it may not be performed due to various reasons, including without limitation, fluctuation in stock price, inadequate market liquidity, system failure and any event beyond our control. The order may be fully executed, partially executed, unexecuted or even rejected.

10.B.4 We shall not be liable for any loss, damage or expense or consequential loss, damage or expense suffered by you by virtue of any delay or any partial execution or any failure by us to execute a Stop Loss order or any execution above the limit price for any reason whatsoever including without limitation any failure or error of any computer or electronic systems or equipment.

## 11 If you fail to settle on time

11.1 If by the settlement date shown on any Confirmation (or the due date specified in any other notice) you have not delivered to us the relevant certificates, security holder information, or such payment due, you agree to pay us:

- (a) any fail fees levied by the relevant stock exchange or clearing house; and
- (b) a late settlement fee determined by us from time to time to cover our reasonable costs and expenses arising from your failure to settle by the due date together with any applicable taxes.

11.2 If, after a demand, you have not delivered to us the relevant certificates or security holder information, or payment due, then:

- (a) you direct us to buy back or sell on your behalf any of the Securities that are the subject of the Transaction;
- (b) you authorise us to sell any other Securities outstanding on your Securities Settlement Account, or any securities in our control or possession; and
- (c) you agree to indemnify us against all costs, expenses and losses incurred, including brokerage, applicable taxes, fail fees levied by the relevant stock exchange or clearing house and bank fees, resulting from your failure to settle by the due date.

## 12 Confirmations and records

12.1 When you provide us with an electronic address ("email address"), you authorise us to dispatch all securities trading related notifications, including but not limited to, electronic Confirmations, notices, records and statements, to your email address in respect of your Transactions. It is your responsibility to ensure that your email address is operational and available for receipt of such notifications and to notify us of any changes to your email address as soon as practicable after the change is made.

12.2 You agree that we may, at our discretion:

- (a) provide you with access to a standing facility through which you can obtain or view an electronic version of the notification (either together with or instead of the relevant document being issued to your email address); or
- (b) issue a hard copy (paper-based) of the notification to your postal address rather than or in addition to an electronic Confirmation.

12.3 If you do not wish to receive electronic notifications at your email address or use the standing facility, you must notify us either in writing or through a facility provided by us.

12.4 We may issue a further notification if any previous one contained any errors or omissions, in which case, that further notification will supersede any previous one in all respects (unless it states otherwise).

- 12.5 You acknowledge that we may complete your Instructions by multiple market transactions and you authorise us to accumulate those transactions on a single Confirmation and specify the volume weighted average price for those market transactions.
- 12.6 All records shown on or provided through the Online Trading Service are for your information only. These records are not binding on us, any broker or the Service Provider.
- 12.7 Notwithstanding anything to the contrary contained in these Terms, in any Confirmation or in any other notification or document, should there be any inconsistency between:
- (a) the information (including any document but not any advice) available on or via the Online Trading Service, the internet or other electronic medium; and
  - (b) the information in our records, the information in our records will prevail unless there is a manifest error.

## Part D - Important risk factors

### 13 Introduction

- 13.1 Your access to and use of the Online Trading Service is at your own risk.
- 13.2 This section provides a summary of certain risks relating to using electronic media, changes in fees, prices and other amounts and allowing others to act on your behalf. There are other risks involved in using the Online Trading Service and entering into Transactions.
- 13.3 You must read the risk factors contained in these Terms in conjunction with any other risks factors that we may advise from time to time.  
You should also seek appropriate and independent advice and conduct an independent analysis regarding any proposed Transaction.

### 14 Risks relating to the use of the internet or other electronic medium

- 14.1 Any communication or transaction via or information (including any document) transmitted via the internet or other electronic medium involves risks and by accessing the Online Trading Service, you acknowledge that you understand and accept the following risks:
- (a) We and/or the Service Provider may use such authentication technologies as we deem appropriate. No authentication, verification or computer security technology is completely secure or safe. You agree to bear all risks of unauthorised access/use, hacking or identity theft.
  - (b) The internet or other electronic media (including without limitation electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) are an inherently unreliable form of communication, and such unreliability may be beyond our control.
  - (c) Any information (including any document) transmitted, or communication or transactions made, over the internet or through other electronic media (including electronic devices, services of third party telecom service providers such as mobile phones or other handheld trading devices or interactive voice response systems) may be subject to interruption, transmission blackout, delayed transmission due to data volume, internet traffic, market volatility or incorrect data transmission (including incorrect price quotation) or stoppage of price data feed due to the public nature of the internet or other electronic media.
  - (d) As a result of such unreliability:
    - (i) there may be time-lags, delays, failures or loss of data or loss of confidentiality in the transmission of data and receipt of Instructions;

- (ii) while we may believe certain data to be reliable, there may be no independent basis for us to verify or contradict the accuracy or completeness of such data; and
- (iii) Instructions may be executed at prices different from those prevailing at the time the Instructions were given.

You understand that this is not an exhaustive list of all the consequences arising from such unreliability and you agree that you cannot infer any recommendation or endorsement from any data provided on the Online Trading Service.

- 14.2 You are solely responsible for preventing anything which may be harmful to any equipment that you use in connection with the Online Trading Service (including any computer virus, malicious program or harmful component) from affecting any such equipment, regardless of whether it originated from the Online Trading Service or any other product or service provided by us or our affiliates

#### 15 Risks relating to authorised persons

There are substantial risks in allowing another person to trade or operate your Securities Settlement Account or any other accounts you have with us, and it is possible that Instructions could be given by persons who are not properly authorised. You accept all of the risks of such an operation and irrevocably release us from all liabilities arising out of or in connection with such Instructions, whether taken by us or otherwise.

#### 16 Risk of changes that could affect your position

- 16.1 Changes in prices, rates of exchange, fees, charges and other factors may impact upon your Transactions. We are entitled to act upon your Instructions and you cannot assume that we will warn you if your Instructions are ill-timed or inadvisable for any reason or if the Instructions are likely to cause you loss.

- 16.2 Before you give any Instruction, you should ensure you understand the financial aspects of the proposed Transaction and obtain a clear explanation of all commission, fees and other charges for which you will be liable. These matters can reduce your net profit (if any) or increase your loss.

## Part E - Your commitments

### 17 Your acknowledgments

By accessing and/or using the Online Trading Service, you acknowledge that;

- (a) you have read and understood these Terms and any other terms and conditions that may apply to the Online Trading Service or any Transaction, including any disclaimers that appear on, or are linked to, the Online Trading Service from time to time;
- (b) any actions undertaken, including any information or Instructions provided, by a user of your Securities Settlement Account, Logon ID or other passwords provided to you or that you may set in relation to the Online Trading Service (whether or not this has been authorised by you) will be deemed to have been provided by you and you will bear all risks relating to your actual and deemed use of the Online Trading Service and any Transactions, including those set out in Part D;
- (c) the Online Trading Service may not be available when you wish to trade Securities;
- (d) the Online Trading Service will not be free from any fault, error or defects in design or engineering and the transmission speed, format or content of the Online Trading Service may change without any prior notice;
- (e) the information made available on the Online Trading Service:

- (i) is provided solely by the Service Provider. The content of that information is not devised by us or our employees and neither we nor our employees take responsibility for it nor endorse its accuracy; and
  - (ii) may be time delayed and you are responsible for checking the period of delay;
- (f) This is an execution-only service and we do not provide investment or other advice. You must rely on your own judgment, assessment or evaluation (with or without the assistance of an adviser) having regard to your financial situation, investment objectives and particular needs before giving any Instructions;
- (g) there may be taxes and/or charges payable to relevant authorities in respect to any Instruction given, and you agree to pay such taxes and/or charges as applicable. We do not provide tax or other advice. You should consult your own tax and other professional advisers for such advice;
- (h) we are only acting as your agent in relation to any Transactions and that any Instructions accepted by us will be effected on your behalf through a broker selected by us, in our absolute discretion; and
- (i) there is no assurance that any Instruction will be executed at any particular price or time, or that it will be executed at all.

## 18 Your representations and warranties

18.1 By accessing and/or using the Online Trading Service, you represent and warrant that:

- (a) any information provided by or deemed to have been provided by you, is authentic, complete, correct and not misleading and agree that we may rely on that information unless and until we receive written notice of any change signed by you or through a facility provided by us (which will also be subject to this representation and warranty);
- (b) any record maintained by us relating to your use of the Online Trading Service will be binding and conclusive on you for all purposes whatsoever and will be conclusive evidence of any information and/or data transmitted using the Online Trading Service. You agree that all such records are admissible in evidence and that you will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and you hereby waive any of your rights (if any) to so object;
- (c) you have the power, authority and all necessary licences and approvals to agree to these Terms, and to carry out your obligations under them;
- (d) at all times during your dealings with us, you will be in a position to meet all your commitments and obligations arising from those dealings;
- (e) you will ensure that any Instruction has been given in compliance with any applicable law and, when in doubt, consult legal advisers and other professionals of the relevant jurisdiction;
- (f) you are acting as principal in relation to each Instruction and Transaction;
- (g) any funds deposited by you into any Securities Settlement Account are not impressed with a trust nor lodged in a trustee capacity;
- (h) you will not either alone or in conjunction with any other person:

- (i) supply or make available or permit to be supplied or made available the Online Trading Service to any third person; store, process or deal with the Online Trading Service in any way except for your own personal use;
  - (ii) allow any unauthorised person to gain access to the Online Trading Service; or
  - (iii) use the Online Trading Service to establish, maintain or provide (or assist in establishing, maintaining or providing) an unauthorised market for trading in Securities;
- (i) you will comply with any policies and procedures that may be available on or via the Online Trading Service in respect of your access and/or use of the Online Trading Service (as applicable). We may amend these policies and procedures at any time and each amended version will apply as soon as it is made available on or via the Online Trading Service (or such other effective date that we may specify);
  - (j) you will provide and maintain, at your own risk and cost, all equipment necessary for accessing and using the Online Trading Service;
  - (k) you will notify us immediately either in writing or through a facility provided by us of any changes in any information that is relevant to any Instruction, Transaction or proposed Transaction, including your:
    - (i) name and;
    - (ii) postal address;
    - (iii) contact telephone number, facsimile number or email address;
    - (iv) Securities Settlement Account and any other account details;
    - (v) settlement instructions;
    - (vi) authorised representative(s), including any of the particulars specified above in relation to your authorised representative(s) and;
    - (vii) tax status;
  - (l) if you are uncertain as to whether your Instructions or any other notice has been received by us, you will make all reasonable attempts to verify whether the Instruction or notice has been received, approved or effected before taking any further action. You also warrant that you will issue specific cancellation or amendment instructions with respect to an existing Instruction and not to attempt to effect such changes by placing a second or duplicate order; and
  - (m) you will comply with any reasonable direction that we give to you in relation to your compliance with these Terms and/or otherwise in connection with the Online Trading Service.
- 18.2 You indemnify us against any claim, liability or loss arising from, and any costs and expenses arising directly or indirectly out of or incurred in connection with any incorrect or misleading representation or warranty.
- 19 Your authority, indemnities and other obligations**
- 19.1 In connection with the establishment of these arrangements and the collection of any overdue payments, you authorise us to supply relevant information contained in your application form and other records to a credit reporting agency and to obtain credit reports about you from a credit reporting agency.

- 19.2 You agree to pay our normal brokerage fees and to reimburse us for any extraneous costs, such as taxes and duties (if applicable), for Transactions made on your behalf. You authorise us to appropriate any credits, payments and other receipts from you or your Securities Settlement Account in such manner and order as we think fit against any amounts due or owing by you to us or otherwise.
- 19.3 In addition to the other indemnities in these Terms, you will indemnify us against any claim, liability or loss arising from, and any costs and expenses arising directly or indirectly out of or incurred in connection with undertaking your Instructions or any failure by you to comply with these Terms.
- 19.4 You acknowledge that we may pay money that we have received for you into a trust account, for example, if we cannot effect payment into your Securities Settlement Account, and that we retain any interest earned on such money.

## Part F - Our disclaimers and limitation of liability

### 20 Disclaimers

- 20.1 We endeavour to ensure the accuracy and reliability of the information provided, but neither we nor the Service Provider guarantee its accuracy and reliability and accept no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions. The use of such information is at your sole risk. Such information is provided for personal use only and may not be furnished to any other person or entity (in whole or part) for any reason without the prior written consent of the relevant Service Provider(s) and/or us, as the case requires, which consent may be conditional. If you are in any doubt about how you can use such information, please contact us.
- 20.2 Neither we nor the Service Provider guarantee the timeliness, sequence, accuracy, adequacy, consistency or completeness of any information provided on or via the Online Trading Service and any such information is provided on an "as is", "as available" basis. In particular, neither we nor the Service Provider give:
- (a) any express or implied warranties (including warranties of merchantability or fitness for a particular use) with respect to such information; or
  - (b) any express or implied warranties, representations or undertakings with respect to the prices available from or via the Service Provider at which you may place your Instruction in respect of entering into a Transaction (including, without limitation, any warranty, representation or undertaking that such prices are real-time market quotes or best available market prices).
- 20.3 The Online Trading Materials may be derived from third party products. No third party makes any warranty to you, assumes any responsibility or undertakes to provide any support with respect to the Online Trading Materials.

### 21 Liability excluded

- 21.1 If our liability (or the liability of any provider of information) for a breach of a right or term implied by law in a relevant jurisdiction (whether by statute or otherwise) is capable of exclusion, it is hereby excluded.
- 21.2 In addition to the limitation set out in clauses 20 and 21.1 and elsewhere in these Terms, neither we nor our Service Providers or other suppliers be liable to you or any other person for any loss, damage, cost or expense whether direct, indirect, consequential, special, punitive, exemplary or economic (and whether or not caused by our negligence or the negligence of any provider of information) which arises in tort, contract or otherwise in connection with anyone or more of the following:
- (a) your use of the Online Trading Service, including your reliance on any research, information, advice or recommendation provided on or via the Online Trading Service;

- (b) our acting in accordance with Instructions provided by or deemed to have been provided by you;
- (c) any unauthorised use of your Logon ID or other passwords;
- (d) any fault, error or defect in design or engineering of the Online Trading Service or any delay, fault, failure in or loss of access to the Online Trading Service. In particular, we will not be liable if you cannot access the Online Trading System or any part of it (including your Securities Settlement Account) at any time;
- (e) any inaccuracy, error, delay or interruption in, omission from or unreliability of any information provided on or via the Online Trading Service (or any related message), or its transmission or delivery;
- (f) any delay or non-performance by us or other event resulting from the unreliable nature of the internet or other electronic medium and other matters beyond our reasonable control;
- (g) our exercise or attempted exercise of, failure to exercise, or delay in exercising a right or remedy that is available to us under these Terms;
- (h) any acts or omissions of the Service Provider, any broker we use or any other person in relation to the Online Trading Service;
- (i) any loss of profits, loss of data or use of equipment; or
- (j) any other matter arising from or related to the subject matter of these Terms.

## 22 No proceedings to be instituted, attempted or threatened

You agree that you will not commence, or attempt or threaten to commence, any proceedings, action or claim (including any claim for compensation or costs) against us or any Service Provider in any jurisdiction for the recovery of any loss, damage, cost or expense, or in relation to any liability, described in clause 20, 21 or the schedule to these Terms.

## 23 Where our ability to exclude liability is limited by law

If our liability in relation to any matter relating to or arising in connection with the Online Trading Service is capable of limitation (but not exclusion), it is hereby limited to the maximum extent that is permitted by law.

## Part G - General terms

### 24 Variation

24.1 We may vary these Terms (including altering or deleting a provision of these Terms or adding a new provision to these Terms) at any time in our absolute discretion.

24.2 Except where stated otherwise in these Terms, any variation of these Terms will apply to all dealings between us on and from the day on which the variation takes effect.

24.3 If we vary these Terms, we will give you at least seven days' notice to the postal or electronic address last notified to us by you, or on the Online Trading Service or the Website. However, we do not need to give you advance notice where any variation of these Terms is required to comply with any legal, regulatory or other requirement, or to restore or maintain the security of our systems or accounts.

### 25 Termination

25.1 Subject to our other rights under these Terms and the completion of any outstanding obligations, either party may terminate these Terms by giving not less than five clear business days' notice in writing to the other party. Termination will not affect any rights or obligations accrued prior to termination.

- 25.2 Upon the termination of these Terms for any reason, you must cease using the Online Trading Service and return to us any and all machine-readable material containing databases, software programs or related documentation provided by us or any Service Provider, and you must expunge all data storage facilities. You agree to certify to us in writing your compliance with this paragraph if we ask you to do so at any time.
- 26 **Applicable law and jurisdiction**  
These Terms and all non-contractual obligations arising out of or in connection with them are governed by, and construed in accordance with, the laws of the country of your residency. You hereby submit to the nonexclusive jurisdiction of the courts of that place.
- 27 **Severability**  
If the whole of any part of a provision of these Terms is void, unenforceable or illegal in a jurisdiction it is severed for that jurisdiction. The remainder of these Terms has full force and effect and the validity or enforceability of that provision in any other jurisdiction is not affected. This clause has no effect if the severance alters the basic nature of these Terms or is contrary to public policy.
- 28 **Approvals and consents**  
By giving our approval or consent in relation to any matter, we do not make or give any warranty or representation as to any circumstance relating to the subject matter of the consent or approval.
- 29 **Conflict of interest**  
Our rights and remedies under these Terms (and otherwise in relation to the Online Trading Service) may be exercised even if this involves a conflict of duty or any person has a personal interest in their exercise.
- 30 **Rights, remedies and obligations**
- 30.1 Except as otherwise set out in this agreement, any partial exercise, failure to exercise, or delay in exercising, a right or remedy provided under these Terms or by law by us does not operate as a waiver or prevent or restrict any further or other exercise of that or any other right or remedy in accordance with these Terms.
- 30.2 Our rights and remedies under these Terms are in addition to other rights and remedies given by law independently of these Terms and may not be waived except in writing.
- 30.3 Rights given to the parties under these Terms and the parties' liabilities under it are not affected by anything which might otherwise affect them by law.
- 31 **Indemnities**  
The indemnities in these Terms are continuing obligations, independent from the other obligations of the parties under these Terms and continue after these Terms end. It is not necessary for a party to incur expense or make payment before enforcing a right of indemnity under this agreement.
- 32 **Headings**  
Unless the contrary intention appears, the headings used in these Terms are for convenience only and do not affect the interpretation of these Terms.
- 33 **Meaning of certain words**  
These meanings apply unless the contrary intention appears.

**Confirmation** means a trade confirmation relating to a Transaction.

**Instruction** means any offer in relation to any Securities or, where applicable, any instruction in relation to entering into a Transaction and "Instruct" has the corresponding meaning.

**Logon ID** means your identification number and access code to the Online Trading Service.

**Online Trading Service** means the information, trading and settlement services accessed via the Website, the SC Trading application for mobile phones and tablets or such other facility provided by (or on behalf of) us, which enables you to give electronic Instructions in accordance with these Terms, whether in your place of residence or elsewhere, and to receive information and related services.

**Online Trading Service Application Form** means the application form for the Online Trading Service as prescribed by us from time to time.

**Proscribed Person** means a person who appears to us to:

- (a) be in breach of the laws of any jurisdiction relating to money laundering or counterterrorism;
- (b) appear in a list of persons with whom dealings are proscribed by the United Nations or the government or a regulatory authority of any jurisdiction; or
- (c) act on behalf, or for the benefit of, any person listed in sub-clause (a) or (b).

**Securities** means listed equities, exchange traded funds, warrants and any other products designated by us as "Securities" from time to time for the purposes of these Terms (whether on the Online Trading Service or otherwise). You will be able to nominate the Securities you wish to trade from time to time in the Online Trading Service Application Form and by subsequent notice to us in writing (which nomination will be subject to our confirmation and approval).

**Securities Settlement Account** means the relevant currency settlement account for your Transactions.

**Service Provider** means each third party service provider nominated by us to provide information or other products and services on or via the Online Trading Service, including each of the entities specified in the schedule to these Terms.

**Software** means the software (including any files, images, tables and data incorporated in or generated by the software and data accompanying the software) comprised in the Online Trading Service.

**Trading Hours** means the trading hours which the relevant exchange(s) is/are open for trading Securities.

**Trading Day** means the day which the relevant exchange(s) is/are open for trading Securities.

**Transaction** means any Securities transaction through the Online Trading Service.

**Terms** are the terms and conditions set out in this agreement.

**we** means Standard Chartered (Singapore) Limited Bank and the terms "us" and "our" have the corresponding meaning.

**Website** means our internet banking website.

**you** means each person who signs the application form completed by you in relation to the Online Trading Service as the client and whose application is accepted by us, and to the extent relevant includes each of your authorised representatives, and the term "your" has the corresponding meaning.

- (a) **(clauses)** a clause is a reference to a clause in these Terms;
- (b) **(variations or replacements)** a document (including these Terms) includes any variation or replacement of it;
- (c) **(singular includes plural)** the singular includes the plural and vice versa;
- (d) **(person)** the word "person" includes an individual, a firm, a body corporate, a partnership, joint venture, an unincorporated body or association or any government agency;
- (e) **(executors, administrators, successors)** a particular person includes a reference to the person's executors, administrators, successors, substitutes (including persons taking by novation) and assigns;
- (f) **(two or more persons)** an agreement, representation or warranty in favour of two or more persons is for the benefit of them jointly and each of them individually;
- (g) **(jointly and individually)** an agreement, representation or warranty by two or more persons binds them jointly and each of them individually
- (h) **(calculation of time)** a period of time dating from a given day or the day of an act or event, it is to be calculated exclusive of that day;
- (i) **(reference to a day)** a day is to be interpreted as the period of time commencing at midnight and ending 24 hours later;
- (j) **(reference to a group of persons)** a group of persons or things is a reference to any two or more of them jointly and each of them individually;
- (k) **(meaning not limited)** the words "include", "including", "for example" or "such as" when introducing an example, do not limit the meaning of the words to which the example relates to that example or examples of a similar kind; and
- (l) **(reference to any thing)** any thing (including any amount) is a reference to the whole and each part of it.

## Schedule - Important requirements of our Service Providers

This schedule contains the notices and requirements of certain Service Providers pursuant to the rules of the relevant exchanges and/or our agreements with those providers. This schedule forms part of the Terms and applies whenever you access information or services supplied by these providers. This schedule and any documents to which it refers are subject to change without notice and are not intended to limit any other Terms. However, to the extent of any inconsistency, the provisions that impose the more onerous requirements upon you will prevail.

### 1. CME Indexes

1.1. The Service Provider is DJI Opco, LLC, a subsidiary of S&P Dow Jones Indices LLC and successor –in-interest to CME Group Index Services LLC ("CME Indexes").

1.2. You agree that:

- (a) you will not copy, download, store, reproduce or further transmit or distribute any Online Trading Materials supplied by CME Indexes ("CME Index Data") for commercial purposes in any type of format or by any means, including but not limited to the internet, intranet or other type of network; and

- (b) as a condition of your continued receipt of any index data originating from CME Indexes or any of its affiliates or agents (including the CME Index Data), you will not create, issue, sponsor or manage any financial instruments or investment products (including, without limitation, derivatives, structured products, passively managed accounts, investment funds, investment portfolios or exchange-traded funds) where the price, return and/or performance of such instrument or product is based on, related to, or intended to track, any index published by CME Indexes or a proxy for such index, without a separate written agreement with CME Indexes for such purpose.

1.3. You also acknowledge and agree that:

- (a) the Marks are famous, well-known and internationally recognised trade names, trademarks and service marks owned by S&P Dow Jones Indices LLC and its subsidiaries (including CME Indexes) ("S&P Dow Jones Indices"), its affiliates or its licensors, as the case may be. You have no rights to such Marks except for those expressly set out in these Terms (if any). You recognise the great value of the reputation and goodwill associated with the Marks and agree that all goodwill associated with the Marks from the Online Trading Service belongs exclusively to S&P Dow Jones Indices, its affiliates and/or its licensors, as the case may be;
- (b) the Indexes, CME Index Data and the divisors, formulas and methods used to compute the Indexes, are the exclusive property of S&P Dow Jones Indices, its affiliates and/or its Co-Licensors, as the case may be, not within the public domain and are protected by intellectual property laws;
- (c) but for these Terms or any other written agreements between you and CME Indexes, you nor any other individual or entity have any rights with respect to, or rights to receive, any of the CME Index Data.

For the purposes of paragraph 1.3:

**"Co-Licensors"** means third parties who may have a proprietary trademark or related intellectual property in any of the Indexes.

**"Dow Jones Marks"** means "Dow Jones Indexes" and the names identifying each of the Dow Jones-branded Indexes, including, without limitation, to the extent applicable, the marks "Dow Jones", "The Dow", "The Dow [number]", "The Global Dow" and "DJ".

**"Marks"** shall collectively refer to the "S&P Marks (as defined below), the "Dow Jones Marks"(as defined above) and any other names identifying the Indexes and such other trademarks and/or service marks.

**"S&P Marks"** shall collectively refer to the marks "S&P®", "Standard & Poor's®" and the names identifying each of the "S&P" or "Standard & Poor's branded indexes.

**"Indexes"** means the Dow Jones Industrial Average and such other indexes made available on the Online Trading Service through CME Indexes from time to time.

- 1.4. By accessing or using the CME Indexes, you acknowledge the following disclaimers:  
CME INDEXES , ITS SOURCES, COLICENSORS, DISTRIBUTION AGENT, DOW JONES AND THEIR RESPECTIVE AFFILIATES, AND EACH OF THEIR RESPECTIVE OFFICERS, DIRECTORS, MEMBERS, EMPLOYEES, AGENTS, REPRESENTATIVES (COLLECTIVELY, THE "CME INDEXES PARTIES") SHALL NOT BE LIABLE TO YOU FOR ANY LOSS OR DAMAGE, DIRECT, INDIRECT OR CONSEQUENTIAL, ARISING FROM (i) ANY INACCURACY OR INCOMPLETENESS IN, OR DELAYS, INTERRUPTIONS, ERRORS OR OMISSIONS IN THE DELIVERY OF THE INDEX DATA OR (ii) ANY DECISION MADE OR ACTION TAKEN BY YOU OR OTHER THIRD PARTY IN RELIANCE UPON THE CME INDEX DATA.

THE CME INDEXES PARTIES WILL NOT BE LIABLE TO YOU OR ANY OTHER THIRD PARTY FOR LOSS OF BUSINESS REVENUES, LOST PROFITS OR ANY PUNITIVE, INDIRECT, CONSEQUENTIAL, SPECIAL OR SIMILAR DAMAGES WHATSOEVER, WHETHER IN CONTRACT, TORT OR OTHERWISE, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

IN NO EVENT SHALL THE CUMULATIVE LIABILITY OF THE CME INDEXES PARTIES ARISING OUT OF ANY LEGAL CLAIM IN ANY WAY CONNECTED TO THESE TERMS (INCLUDING, WITHOUT LIMITATION, THE CME INDEX DATA) EXCEED THE FEES PAID BY US UNDER OUR AGREEMENT WITH CME INDEXES DURING THE TWELVE (12) MONTHS PRIOR TO THE INCIDENT GIVING RISE TO SUCH CLAIM. THE LIMITATIONS OF LIABILITY SET FORTH IN THIS PARAGRAPH 1.4 SHALL NOT APPLY TO DAMAGES RESULTING FROM CME INDEXES' GROSS NEGLIGENCE OR WILFUL MISCONDUCT.

YOU EXPRESSLY ACKNOWLEDGE THAT THE CME INDEXES PARTIES DO NOT MAKE ANY WARRANTIES, EXPRESS OR IMPLIED, TO YOU OR OTHER THIRD PARTY WITH RESPECT TO THE CME INDEX DATA, INCLUDING, WITHOUT LIMITATION: (i) ANY WARRANTIES WITH RESPECT TO THE TIMELINESS, SEQUENCE, ACCURACY, COMPLETENESS, CURRENTNESS, MERCHANTABILITY, QUALITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE CME INDEX DATA OR (ii) ANY WARRANTIES AS TO THE RESULTS TO BE OBTAINED BY YOU OR ANY OTHER PERSON OR ENTITY IN CONNECTION WITH THE USE OF THE CME INDEX DATA.

- 1.5 The [CME Index, S&P Dow Jones Index, Dow Jones Industrial Average] are proprietary to and are calculated, distributed and marketed by S&P Dow Jones Indices LLC and/or its affiliates and have been licensed for use to Standard Chartered Bank (Singapore) Limited. Standard & Poor's® and S&P® are registered trademarks of Standard & Poor's Financial Services LLC and Dow Jones® is a registered trademark of Dow Jones Trademark Holdings LLC. All content of the [CME Index, S&P Dow Jones Index, Dow Jones Industrial Average] © S&P Dow Jones Indices LLC 2017 and/or its affiliates.

## 2. Dow Jones

- 2.1. The Service Provider is Dow Jones and Company, Inc. ("Dow Jones").
- 2.2. You acknowledge and agree that each time you access or use any Online Trading Materials supplied by Dow Jones ("Dow Jones Content") you are deemed to confirm that:
- (a) you subscribe to the Online Trading Service as an individual and in a personal capacity; and
  - (b) you are not currently registered or qualified as a professional securities trader or investment advisor with any national or state exchange, regulatory authority, professional association or recognised professional body and you do not currently act in any such capacity, whether or not you have at some time been qualified to do so.
- 2.3. You acknowledge and agree that any Dow Jones Content, and any accompanying documentation, are provided on an "as is", "as available" basis at our and your own risk.
- 2.4. Dow Jones does not make any, and specifically disclaims, any representations, endorsements, guarantees, conditions, undertakings or warranties, express or implied, by statute or otherwise, including, without limitation, any of, merchantability, fitness for a particular purpose, satisfactory quality, accuracy, timeliness or non-infringement.
- 2.5. Dow Jones excludes all responsibility whatsoever for the Dow Jones Content in particular that it shall be error free or that it will be timely provided or operate without interruption.
- 2.6. In particular, but without limitation, you acknowledge and agree that none of the Dow Jones Content, any part of it and its provision constitutes any form of advice (investment, tax, or legal), recommendation, representation, endorsement or arrangement, and none of the same

should be relied upon by you or any other person for any reason, including, without limitation, in connection with any investment decision.

- 2.7. Nothing in these Terms will be effective, or purports, to limit or exclude the liability of Dow Jones' subsidiaries, affiliates, shareholders, directors, officers, employees and licensors ("The Dow Jones Parties") for fraud (including without limitation fraudulent misrepresentation) and/or death or personal injury caused by negligence and or any other liability which may not be excluded or limited under applicable law.
- 2.8. The Dow Jones Parties WILL NOT be liable (jointly or severally) to you or any third party, for any of the following types of loss: lost profits, any loss of business or business opportunity, loss of anticipated savings, lost revenues, or loss of reputation or goodwill; or any special, indirect or consequential loss; or any incidental, punitive, and/or exemplary damages (collectively, the "Excluded Damages") howsoever arising, whether or not characterised in negligence, tort, breach of statutory duty, contract, or other basis of liability, even if any of the Dow Jones Parties have been advised of the possibility of or could have foreseen any of the Excluded Damages.
- 2.9. In no event will the liability of the Dow Jones Parties arising out of, or in connection with, any claim related to these Terms whether or not characterised in negligence, tort, breach of statutory duty, contract, or other basis of liability (including, without limitation, its formation or termination) or the subject matter hereof exceed 125% of the aggregate amount paid by us under our agreement with Dow Jones in the 12 months immediately preceding the event giving rise to such claim.

### 3. FTSE

3.1. The Service Provider is FTSE International Limited ("FTSE").

3.2. You agree that you will not:

- (a) copy, sell, license, distribute, transmit or duplicate to any third party any Online Trading Materials supplied by FTSE or another supplier ("FTSE Data");
- (b) derive, recalculate, combine with other data or otherwise modify the FTSE Data, and/or distribute such derived, recalculated, combined or modified FTSE Data to any third party;
- (c) remove any proprietary notice accompanying the FTSE Data;
- (d) use the FTSE Data for the purpose of:
  - (i) creating and/or operating (whether by you or any third party) any financial product, index or service which, in turn, seeks to match the performance of or whose capital and/or income value is related to the indices supplied by FTSE ("Indices") or any part thereof and whether or not such third party is licensed by FTSE to do so); or
  - (ii) generally exploiting the FTSE Data, Indices and/or ratings supplied by FTSE in a manner designed to benefit you or any third party (including the creation of any additional service);
- (e) make the FTSE Data available on any website or in an application, or to the public via the internet;

- (f) use any names, titles and short-form names relating to the Indices (which may be registered or unregistered) ("Index Trade Marks") in a generic way or as part of your name or the name of any associated company;
  - (g) use the FTSE Data or Index Trade Marks:
    - (i) in a way that might cause confusion as to the person responsible for preparing or disseminating the Indices or the FTSE Data;
    - (ii) for any unlawful or illegal purpose in any jurisdiction;
    - (iii) for or in connection with any spread betting service or any other purpose related to gambling.
- 3.3. You acknowledge and agree that each time you access or use any FTSE Data, you are deemed to make the following statement ("Statement").
- (a) You confirm that you:
    - (i) are subscribing to the service in a personal capacity;
    - (ii) are not currently registered or qualified as a professional in any national or state exchange, regulatory authority or professional association;
    - (iii) do not act in any capacity as an investment adviser;
    - (iv) solely use the service to manage your personal funds; and
    - (v) do not redistribute, republish or provide any data from the service to any third party.
  - (b) You agree to provide succinct information and/or documents as we may reasonably require in order to confirm the validity of the representations in paragraph 3.3(a).
  - (c) You agree to inform us within seven days if the circumstances confirmed in the Statement should change.
  - (d) You accept that your use of FTSE information as a nonprofessional end user is conditional upon the validity of this Statement.
  - (e) You accept that you may be liable to us for additional fees and charges in the event of any change in circumstances or noncompliance with the terms of this Statement.
  - (f) You accept that the data contained in this Statement may be processed, stored for a period of at least three years and may be accessed for inspection by FTSE or auditors acting on behalf of us or FTSE during the storage period.

#### 4. Hang Seng Indexes

- 4.1. The Service Provider is Hang Seng Indexes Company Limited ("Hang Seng Indexes"), or such other information provider designated by Hang Seng Indexes from time to time.
- 4.2. You agree that:
- (a) you will not re-disseminate the levels of the real-time indexes made available by Hang Seng ("Indexes") or any of them to any other person unless you have signed an application for the supply and use of the Indexes and the relevant time label ("Information") in such form as required by Hang Seng Indexes from time to time

together with the relevant licence fee made payable to "Hang Seng Indexes Company Limited" and obtained the prior consent of Hang Seng Indexes. For the purposes of this paragraph 6.2, "re-dissemination" means the dissemination of the Information to any other person after any edition, including but not limited to the addition, deletion or change of the layout of the Information as supplied by us to you; and

- (b) a breach of paragraph 4.2(a) will render these Terms terminated.

## 5. Nikkei Inc

5.1. The Service Provider is Nikkei Inc. ("Nikkei Inc.").

5.2. By accessing and/or using any Online Trading Materials supplied by Nikkei Inc., you also acknowledge and agree that any and all copyrights of "Nikkei Stock Average", "Nikkei Stock Index 300", "Nikkei 500 Stock Average", "NIKKEI JAPAN 1000" and "Nikkei JASDAQ Average", as well as any and all intellectual property rights and any other rights subsisting in the indications of "Nikkei", "Nikkei Stock Average", "Nikkei Stock Index 300", "Nikkei 500 Stock Average", "NIKKEI JAPAN 1000" and "Nikkei JASDAQ Average", are owned by Nikkei Inc.