

**CUSTOMER AGREEMENT****TERMS AND CONDITIONS GOVERNING CUSTOMER SECURITIES TRADING ACCOUNT****TABLE OF CONTENTS**

**Note:** This document consists of 1 Main Section, 6 Annexes and 6 Schedules:

- **Main Section** applies generally to the Customer's relationship with Long Bridge Securities Pte. Ltd. including with respect to all Accounts maintained for Customer for the trading of products and services provided by Long Bridge Securities Pte. Ltd. which may be specifically dealt with in the Schedules.
- **Annexes** discloses the Risks which Customer should be aware of and contains our Data Protection Policy and services provided on the Longbridge Platform.
- **Schedules** hereto apply in respect of the respective services or types of transactions thereunder that Customer has applied or requested for and Long Bridge Securities Pte. Ltd. has agreed to provide.

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## 1. General Terms

- 1.1** The words “we”, “us”, “our” or any of their derivatives in this Customer Agreement refer to Long Bridge Securities Pte. Ltd. (“**Long Bridge Securities**”) Unique Entity No. (“**UEN**”) 202111825D and its successors and assigns, including, where the context requires, its agents, nominees, representatives, officers and employees.
- 1.2** The words “you”, “your”, “yours”, “Customer” or any of their derivatives in this Customer Agreement refer to the person who opened the Account and/or is using our Services and shall include, as the context may require, personal representatives or Authorised Persons of corporates (duly authorised, as the case may be).
- 1.3** Long Bridge Securities hold a capital markets services licence to conduct business in the following regulated activities: (1) dealing in capital markets products that are securities, units in collective investment schemes and exchange-traded derivatives contracts, (2) product financing and (3) providing custodial services, from the Monetary Authority of Singapore (“**MAS**”) under the Securities and Futures Act (Cap. 289) of Singapore (“**SFA**”). We are also regulated by the MAS as an exempt financial adviser for (1) advising on investment products that are securities, collective investment schemes and exchange-traded derivative contracts and (2) issuing or promulgating research analyses/reports on investment products that are securities, collective investment schemes and exchange-traded derivative contracts, under the Financial Advisers Act (Cap. 110) of Singapore. We will maintain all governmental and regulatory licences, registrations and approvals required by law as may be necessary to continue to perform our obligations under this Customer Agreement.
- 1.4** These Terms and Conditions, together with all Annexes, Schedules, disclosures, rules and regulations included on our Platform or website, as the same may be amended, modified, supplemented or replaced from time to time (collectively the “**Customer Agreement**”), shall apply to and govern each Account currently requested for, all Accounts opened and currently maintained. For the avoidance of doubt, each of the Schedules shall apply only in respect of the Services which you have signed up for with Long Bridge Securities.
- 1.5** If, in respect of a given Account, Transaction or Service, any additional or specific terms are stated to apply, such additional or specific terms shall apply (as supplemented by and read together with this Customer Agreement) in respect of that Account, Transaction or Service, and shall form part of this Customer Agreement.
- 1.6** By completing, signing and submitting the Account Opening Form, maintaining or operating an Account, issuing any Instructions, entering into any Transaction or accessing, acquiring or using any Service from, with or through us, you acknowledge to us that you have received, read and understood, and agree the risks and other matters disclosed in the Customer Agreement and all its contents, and acknowledge and accept the risks and other matters disclosed in the Customer

Agreement, as applicable to the Account, Instructions, Transactions and Service accessed, acquired or used. Your acknowledgements, acceptance, agreements and undertakings herein shall be conditions precedent to Long Bridge Securities' performance of its obligations under this Customer Agreement.

- 1.7 If there is any conflict or inconsistency between the provisions of this Customer Agreement and any additional or specific terms in respect of the relevant Account, Transaction or Service, the latter shall prevail but only to the extent of such conflict or inconsistency.
- 1.8 Capitalised terms used but not defined anywhere in this Customer Agreement are defined in **Clause 46**.
- 1.9 The headings in this Customer Agreement are inserted for convenience only and shall not affect the interpretation of the contents of this Customer Agreement. Expressions in the singular form shall include the plural and vice versa, and all references to the masculine gender shall include the female gender and vice versa.
- 1.10 This Customer Agreement shall apply to and govern the general overall relationship between us, Long Bridge Securities and you, the Customer.

## 2. Our Appointment and Functions

- 2.1 This Customer Agreement constitutes a legal agreement between us and you, the Customer. To use the Services, you must agree to the terms of this Agreement that are set out below. By electronically accepting or acknowledging this Customer Agreement, using the Services or signing up for an Account with us, you represent and undertake, and are deemed to have read and accepted this Customer Agreement.
- 2.2 You authorise us to perform all acts (on your behalf or otherwise) at any time which are in our sole opinion necessary or desirable to permit us to perform our duties and exercise our rights and discretions hereunder and to comply with the provisions of any law or obligation (including any requirement or regulatory expectation imposed on us to disclose information relating to the Account to any taxation, governmental, regulatory, statutory or administrative body) to which we may be subject in relation to this Customer Agreement or the Account.
- 2.3 This Customer Agreement shall be effective upon:
  - 2.3.1 us completing the necessary account verification procedures on you and our satisfaction with the outcome of such procedures;
  - 2.3.2 your receipt of a digital confirmation notice from us confirming the acceptance of your use and access of the Platform, the Account and the Services; and
  - 2.3.3 your satisfaction of such other criteria as we may determine from time to time.

- 2.4 If the Customer's application to open a trading Account ("**Trading Account**") to trade in Capital Markets Products through Long Bridge Securities is accepted by Long Bridge Securities, then Long Bridge Securities shall open a Trading Account in the name of the Customer upon which the Customer may effect Transactions. For the avoidance of doubt, we reserve the right to refuse any application to open an Account or reject any request to provide Services to any prospective Customer.
- 2.5 The relationship between you and us is governed by this Customer Agreement. This Customer Agreement shall apply to and govern your Account with us and all Transactions and Services.
- 2.6 By completing the Account Opening Form, agreeing to open an Account, maintaining or operating an Account, issuing any Instructions, entering into any Transaction or accessing, acquiring or using any Services from, with or through Long Bridge Securities, you acknowledge to us that you have received, read and understood and agree to and undertake to be bound by this Customer Agreement and all its contents.
- 2.7 You acknowledge and accept the risks and other matters disclosed in this Customer Agreement as applicable to the Account, Instructions, Transaction, and Services accessed, acquired or used. Your acknowledgements, acceptance, agreements and undertakings herein shall be conditions precedent to Long Bridge Securities' performance of its obligations under this Customer Agreement.

### **3. Acknowledgement of Disclosures**

- 3.1 **YOU HEREBY ALSO ACKNOWLEDGE AND UNDERSTAND THAT THERE ARE CERTAIN RISKS INVOLVED WHEN TRADING OVERSEAS-LISTED PRODUCTS AND YOU FURTHER ACKNOWLEDGE, UNDERSTAND AND ACCEPT THE RISKS AND OTHER MATTERS DISCLOSED TO YOU IN THE RISK DISCLOSURE FOR OVERSEAS-LISTED INVESTMENT PRODUCTS AND OTHER DISCLOSURES STATEMENTS PROVIDED TO YOU HERE BY WAY OF THE ANNEXES TO THE CUSTOMER AGREEMENT AND WHICH ARE ALSO AVAILABLE ON THE LONGBRIDGE PLATFORM.**

### **4. Customer Profile**

- 4.1 You shall be taken to have accepted the terms and conditions of this Customer Agreement upon your first access and use of your Account and/or the Services.
- 4.2 The Account which we grant to you also belongs exclusively to you and is not transferable to any other person.
- 4.3 You undertake not to register for more than one individual Account or register an individual Account on behalf of any person other than yourself unless otherwise approved by us. Your executor or administrator shall be the only person recognized by us in the event of your death.
- 4.4 Upon your death, we are entitled to retain any of your assets by us, and any moneys payable to or credit in any Account until such time that a grant of probate or letters of administration are produced by your executor or administrator.

## 5. Joint Account

5.1 In the case of the Customer comprising more than one person as joint account holders, the expression “Customer” shall refer to each person jointly and severally. Long Bridge Securities may debit such Customer’s Account at any time in respect of any sum howsoever due or owed to Long Bridge Securities by any of the joint account holders in whose name the Account is opened or maintained. Further, the delivery of any moneys, instruments and any other property in relation to the Account(s) and/or the Transactions may be made upon the Instructions of any one of such persons and such delivery shall constitute full and complete delivery by Long Bridge Securities and shall without limitation be deemed to be sufficient delivery to all such persons. No joint account holder constituting the Customer shall be discharged, nor shall his liability be affected, by any discharge, release, time, indulgence, concession, waiver or consent at any time given or effected in relation to any one or more of the other joint account holders constituting the Customer. Each such joint account holder further jointly and severally represents, warrants and undertakes as follows:

- 5.1.1 none of the account signatories is under any legal disability and no one other than the joint account holders themselves has any interest in the Account(s), any of the Services or any part or all of the Capital Markets Products custodised with Long Bridge Securities;
- 5.1.2 in the absence of express Instructions as to which one of the joint account holders is authorised to act on behalf of all of them, any one of the joint account holders shall have full authority to give any Instructions with respect to the Account(s) and any of the Services. Accordingly, any Instructions from any one of the joint account holders shall be and shall be deemed to be the Instructions of all the joint account holders constituting the Customer and binding upon all the other joint account holders as if that joint account holder had expressly authorised the other joint account holder to act on his behalf;
- 5.1.3 without prejudice to the generality of the above, in the absence of express Instructions as to which one of the joint account holders is authorised to collect Physical Securities or money from Long Bridge Securities, delivery of the Physical Securities or money by Long Bridge Securities to either of the joint account holders is deemed to fulfil Long Bridge Securities delivery obligations to all account holders;
- 5.1.4 any demand, notice, confirmation, report, statement and other communication if addressed to any joint account holder constituting the Customer and sent in accordance with Clause 16 below, shall be deemed to have been addressed and sent to all the joint account holders constituting the Customer and shall be binding on all joint account holders notwithstanding that they have not been sent to or received by all of the joint account holders. Where any joint account holder shall have received or is deemed to have received any such notice or communication, all the joint account holders constituting the Customer shall be deemed to have received the same;

- 5.1.5 Long Bridge Securities is entitled to treat each joint account holder generally as authorised to deal with Long Bridge Securities in connection herewith as fully and completely as if the other joint account holder or holders has no interest herein. Accordingly, all payments by the Long Bridge Securities to such Customer may be made in favour of or to any joint account holder;
- 5.1.6 the agreements, obligations and liabilities of the Customer herein contained or implied are joint and several; and
- 5.1.7 the doctrine of survivorship shall apply to any Account opened by a Customer comprising more than one person, as between and as amongst the joint account holders provided that any and all property of the Customer shall be held to the order of the survivor(s) subject to the full discharge by the survivor(s) of any and all obligations and liabilities of the Customer (including the deceased person) to Long Bridge Securities under these terms and conditions of this Customer Agreement.

## **6. Notification of Change in Circumstances**

- 6.1 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 Long Bridge Securities) to Long Bridge Securities that the Customer shall promptly notify Long Bridge Securities in writing of any change in:
  - 6.1.1 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;
  - 6.1.2 where applicable, constitution of the Customer, shareholders, partners, directors or company secretary, or the nature of the Customer's business;
  - 6.1.3 if the Customer is a corporation or other entity, its corporate or organisational structure; and
  - 6.1.4 any information and/or document relating to any Account or to this Customer Agreement or the Account Opening Form as supplied to Long Bridge Securities (including valid copies of identification documents such as passport particulars' page and Personal Data relating to any individual).
- 6.2 You undertake to provide any relevant supporting documents as Long Bridge Securities may request for verification. If the Customer fails to comply with this Clause, Long Bridge Securities shall be entitled to take such action or refuse to take any action as Long Bridge Securities may see fit (including suspending or closing the Account) and Long Bridge Securities shall not be responsible for any resulting Loss to the Customer. Any change will be effective only upon Long Bridge Securities' receipt of the Customer's notification and after Long Bridge Securities' verification where it deems necessary.

## **7. Power of Attorney**

**7.1** You hereby authorise us and such persons duly authorised by us severally to act as your attorney (with full rights of substitution) with full authority to be your true and lawful attorney and to in your name do on your behalf all things you could have done (including to execute and deliver all such documents, agreements and instruments and to otherwise perfect and do all such acts and things which are necessary to give full effect to any of the provisions and powers contained herein) for the purposes of:

- 7.1.1** carrying out any Transactions for your Account or any of your Instructions, or providing any Service to you;
- 7.1.2** discharging any of our obligations to you under this Agreement; and/or
- 7.1.3** doing anything which in our opinion is necessary or desirable to preserve our rights under this Agreement.

**7.2** You undertake to ratify and confirm, and hereby ratify and confirm, all and whatever acts and things that we shall do or cause to be done pursuant to this power of attorney on your behalf.

## **8. Foreign Currency and Currency Risk**

**8.1** We may, at any time at a rate determined by us in our sole and absolute discretion, convert any amount in any Account or standing to your credit to any other currency for the purposes of carrying out your Instructions or exercising our rights under this Agreement. Exchange rate losses and the costs of conversion shall be borne by you.

**8.2** You acknowledge, undertake, and agree to be always primarily liable for all Transactions effected by or through Long Bridge Securities with you or on your behalf pursuant to the Customer Agreement.

**8.3** Where moneys are payable in respect of any Transaction in any currency accepted by Long Bridge Securities:

- 8.3.1** Long Bridge Securities is authorised, in its sole discretion, to carry out any and all foreign exchange transaction at Long Bridge Securities' or its agent's prevailing rates to convert the currency to such currency requested by you which Long Bridge Securities agrees to accept, for intention of trading products denominated in such currency and to make any necessary withholding deduction as may be required by Applicable Laws;
- 8.3.2** Long Bridge Securities is authorised, in its sole discretion, to carry out any and all foreign exchange transaction at Long Bridge Securities' or its agent's prevailing rates to convert one currency to another currency which are acceptable by Long Bridge Securities in your Account upon your request for the transaction for any purposes and Long Bridge Securities may retain a fee for such conversion;
- 8.3.3** any profit or Loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for you own account and sole risk; and



- 8.3.4 all initial and subsequent deposits for Collateral purposes shall be recorded in such currency or currencies, and in such amounts, as Long Bridge Securities may in its reasonable discretion elect.
- 8.4 Long Bridge Securities may at any time, but not obliged to, convert any amounts in any Account or standing to your credit in any other currency for the purposes of carrying out your Order or exercising its rights under this Agreement or under any Account. Exchange rate losses and the costs of conversion shall be borne by you.
- 8.5 Investments denominated in a foreign currency carry risk based on the fluctuation of such foreign currency's value against the base currency of your Account or the Singapore Dollar (SGD) as the case may be. Long Bridge Securities does not guarantee against this risk or provide any hedging services to prevent this risk from affecting your Account. While the value of your investment(s) may increase, it is possible that the United States Dollar (USD) or the Hong Kong Dollar (HKD) and/ or other relevant foreign currency value may fall in relation to the SGD.
- 8.6 In no event shall Long Bridge Securities be required to effect, or be responsible for, the conversion of funds in anticipation of changes in prevailing rates of exchange.

## 9. Multi-Currency Account Services

### 9.1 Multi-Currency Account

Customer Account/s denominated in differing currencies for the purposes of Multi-Currency Services shall each be known generally as a Multi-Currency Account.

### 9.2 Exchange Rate

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

### 9.3 You agree that Long Bridge Securities' obligations to you shall be denominated in:

- 9.3.1 a currency, accepted by Long Bridge Securities, in which funds are deposited by you or are converted at the request of you, to the extent of such deposits and conversions; or
- 9.3.2 a currency, agreed upon, in which funds have accrued to you to the extent of such accruals.

### 9.4 Interest

You acknowledge and agree:

- 9.4.1 that the provision in **Clause 20** shall mutatis mutandis apply with respect to interest that may be earned by credit balances held in any of your Multi-Currency Account;
- 9.4.2 to pay interest to Long Bridge Securities on the outstanding balance in any Multi-Currency Account at such rate as Long Bridge Securities may from time to time notify you.

## 9.5 Foreign Currency Denominated Capital Markets Products

9.5.1 You may choose to trade products denominated in different currencies using a base currency (USD, HKD, SGD or such other foreign currencies) chosen by you if/ where you are granted the Margin Facility (“Margin Account”) by Long Bridge Securities.

9.5.2 Upon purchase of a product denominated in a different currency from the base currency without sufficient funds in such currency of the product purchased, a margin loan will be created to fund the purchase, secured by the assets in the base currency in your Account. If you maintain positions denominated in foreign currency without sufficient funds in such currency in your Account, Long Bridge Securities will calculate Margin Requirements by applying exchange rates specified by Long Bridge Securities.

## 9.6 For Margin Accounts, Long Bridge Securities WILL APPLY A MARK-UP OR MARK-DOWN, DEPENDING ON WHETHER THE MARGIN ACCOUNT IS IN A DEBIT/ CREDIT BALANCE.

A mark-up/ mark-down is a percentage discount on the foreign currency equity amount to reflect the possibility of fluctuating exchange rates between the base currency and the foreign currency.

You must closely monitor margin requirements at all times, particularly for positions denominated in foreign currencies, because fluctuation in the currency and the value of the underlying position can cause a margin deficit.

9.7 Long Bridge Securities may and you acknowledge and authorise Long Bridge Securities to hold your funds outside of Singapore, in a jurisdiction that may be or may not be a money centre country or the country of origin of the currency in order to facilitate your trading in investments denominated in that currency.

9.8 Where, in using the Multi-Currency Services, you trade in any foreign currency denominated Capital Markets Products on your Margin Account, you understand and acknowledge that, in addition to the terms and conditions set out in here (Multi-Currency Services Section), the terms and conditions set out in **Schedule E: Terms of Margin Financing** shall apply to any such trading, and that Long Bridge Securities shall calculate the value of the Customer’s Outstanding Balance and Collateral in Singapore Dollars using such exchange rate as Long Bridge Securities may determine in its sole and absolute discretion.

## 9.9 Consolidation/Set-Off

Without prejudice to Long Bridge Securities’ right of set-off under **Clause 10** below, on the occurrence of any of the events in **Clause 29** below, Long Bridge Securities 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 Long Bridge Securities 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.

### 9.10 Nominee/Custodian

Long Bridge Securities may on the terms set out in **Schedule C: Custodial Services Terms** and subject to such relevant restrictions as may be prescribed in the **SFR**, hold all Capital Markets 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 Singapore and in the latter case and subject to the restrictions mentioned above, the Customer consents to Long Bridge Securities having sole and absolute discretion in the appointment or approval in appointment of the same. All costs associated with the holding of Capital Markets Products by any of them shall be for the Customer's Account. Accruals with respect to any and all Capital Markets Products custodised, if in money form, shall be held or accounted for in its original currency of receipt or its Singapore Dollar equivalent (as Long Bridge Securities thinks fit) and credited to a Multi-Currency Account denominated in the same currency.

### 9.11 Withdrawals

Where the Customer wishes to withdraw any sums from any credit balance in any Multi-Currency Account and such sums as the Customer 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 Long Bridge Securities in its sole and absolute discretion and (where relevant) at the prevailing exchange rate for the currency in question, to be determined by Long Bridge Securities 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.

### 9.12 Security Interest of Long Bridge Securities in Customer's Capital Markets Products

On the Customer's default of any secured obligation, Long Bridge Securities may exercise its security rights to effect a sale of the Capital Markets 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 Long Bridge Securities in its sole discretion).

## 10. General Lien and Set-off

**10.1** You may not withdraw assets from your Account without our consent so long as you owe moneys or obligations (of any nature and however arising) to us. We may at any time withhold any cash, Capital Market Products or other property or assets pending full settlement of all such moneys or obligations owed by you.

- 10.2** The assets in the Account shall be subject to a continuing first fixed charge and general lien for the discharge of all obligations due from you to us. We have the power to sell any assets in the Account in or towards settlement of your obligations to us. The assets shall include Capital Markets Products deposited by the Customer or held in or subject to the control of Long Bridge Securities (either solely, jointly with others, or as a guarantor for the account of any person for any purpose, including safekeeping) or provided as margin or collateral to be bought and carried in Margin Accounts, or any other Accounts as security for any outstanding obligation (whether actual or contingent) owed by you to us.
- 10.3** All documents of title and other documents relating to the assets in the Account shall be deposited with or transferred by you to us or otherwise placed at our order or at our disposal or under our control.
- 10.4** You warrant and undertake that none of the assets held in your Account are or shall be subject to any lien or charge in favour of any other person.
- 10.5** Without prejudice to any right of set-off or general lien or other rights to which we may be entitled, we may set-off from any assets held in the Account against and in whole or partial payment of any sum or liability owed by you to us.
- 10.6** You authorise us to do anything in your name which is necessary for us to be able to do any of the foregoing in **Clauses 10.1 to 10.5**.
- 10.7** You agree and acknowledge that our rights under this Agreement are in addition to any other rights we have at law or under any other agreement and shall not prejudice any other rights or security that we may have.

## **11. Representations and Warranties**

- 11.1** You hereby make the following representations, warranties and undertakings to us, which shall continue in full force and effect throughout the term of this Agreement:
- 11.1.1** you are of full legal age, have the legal capacity to execute, deliver or perform this Agreement and to make the investments envisaged thereby and are the legal and beneficial owner of the Account;
  - 11.1.2** all actions, conditions and things required to be taken, fulfilled and done, in order: (i) to enable you to lawfully enter into, exercise your rights and perform and comply with your obligations under this Agreement, and (ii) to ensure that those obligations are valid, legally binding and enforceable, have been taken, fulfilled and done;
  - 11.1.3** you agree and understand that your obligations under this Agreement are valid, binding and enforceable;
  - 11.1.4** you are not an undischarged bankrupt;
  - 11.1.5** the entry into, exercise of your rights and/or performance of or compliance with your obligations under this Agreement does not and will not (i) violate any agreement to which you or where applicable, any of your affiliates, is a party or which is binding on

- any of you or your respective assets in the Account, or (ii) result in the existence of, or oblige you to create, any security over those assets in the Account;
- 11.1.6 you understand the investments involve a degree of risk and understand the **Risk Disclosure Statements contained in Annexes 1, 2, 3 and 4** and accept its contents;
- 11.1.7 you understood, agreed, acknowledged and accepted the Terms and Conditions of the Longbridge Platform when you first signed into the Longbridge Platform as a user with your Username;
- 11.1.8 neither you, nor any person interested either actually or prospectively in the Account (where relevant) is a US Person;
- 11.1.9 you are tax-compliant in all the jurisdictions that you operate in;
- 11.1.10 the funds deposited in the Account are from legitimate sources in connection with your regular business activities and which do not constitute the benefits of criminal conduct within the meaning of the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap. 65A) of Singapore;
- 11.1.11 the information which you have provided from time to time to us is accurate, true, complete, up to date and not misleading. You shall further undertake to update us of any changes as soon as practicable. In particular, this will include any information which you have provided to us during the account opening process as well as from time to time, or, in any particular case, information provided by you for the purposes of determining your risk profile, investment knowledge, investment experience, investment objectives, financial situation, educational qualifications, work experience and/or particular needs, including but not limited to the information regarding your client profile, Customer Account Review or Customer Knowledge Assessment. We are entitled to and rely fully and act on all such information and representations without verifying such information, and without any further inquiry or investigation unless otherwise notified by you of any changes with prior written notice;
- 11.1.12 provide any information or documents requested by us in relation to any Account, Transaction and Services, including, where desirable or where required for the purposes of complying with any Applicable Law or pursuant to any order, direction, or request by any applicable court, government or regulatory authority. This includes but is not limited to any applicable anti-money laundering requirements or any applicable tax disclosure or reporting obligations;
- 11.1.13 your use of the Services complies with all Applicable Laws;
- 11.1.14 you will inform yourself and, if necessary, consult your own professional advisers as to the relevant legal, tax and exchange control regulations in force in the countries of your citizenship, incorporation, residence or domicile;
- 11.1.15 if you are a foreign (non-Singapore) person, you have specifically sought the provision of the Services by us to you, and have not been solicited, targeted or marketed to by us for the provision of the Services;
- 11.1.16 and such other representations and warranties required in the Customer Agreement.

**11.2** You agree and acknowledge that:

- 11.2.1 the provision of all Services by us to you, any Account and Transaction and the relationship between us and you shall be subject to all Applicable Laws provided that to the extent permitted by law, a breach of any Applicable Law shall not discharge or release you from any of your obligations under this Agreement to us. The availability of any Service or any terms and conditions applicable thereto (including pursuant to this Customer Agreement) may be varied by us without notice to you for compliance (voluntary or otherwise) with the Applicable Laws;
- 11.2.2 we do not provide any tax or legal advice to you but may (but are not obliged to) in performing the Services, take into account external legal and tax advice we obtain for this purpose. In providing the Services to you, we may rely on external tax and legal advice but, to the extent permitted by law, accept no responsibility for such advice;
- 11.2.3 we shall be entitled to rely on and act in accordance with all legislation and any guidelines, codes, or other information applicable to us, including that published by the MAS to the extent applicable to us and we shall not incur any liability to you as a result of so relying or acting. For the avoidance of doubt, this Agreement shall be construed in accordance with Applicable Laws in Singapore;
- 11.2.4 nothing in this Agreement shall exempt, limit or exclude us from acting in compliance with any applicable guidelines or any other Applicable Laws in carrying out our obligations under this Agreement. To the extent that any provision of this Agreement is inconsistent with the requirements of any Applicable Laws or other information applicable to us, including that published by the MAS, the requirements of the relevant Applicable Laws shall prevail over this Agreement;
- 11.2.5 notwithstanding the above, you agree that we may at any time confirm with you that there are no material changes to the information provided to us for the purposes of determining your risk profile, investment knowledge, investment experience, investment objectives, financial situation and/or particular needs;
- 11.2.6 all Transactions that you carry out with us and/or Services we provide to you shall be interrelated and we are therefore entitled to withhold performance of or not to perform our obligations should you fail to fulfil any one of the obligations incumbent upon you;

- 11.2.7 if you had been introduced to us by a third party, we do not accept responsibility for any conduct, action, representation or statement of such third party. We may share our Fees with or provide such other benefit as we may deem appropriate to such third party or any other third party.
- 11.2.8 We hereby make the following representations and warranties to you, which we will devote, during the term of this Customer Agreement:
- (a) we are duly organised and are validly existing under the laws of the Republic of Singapore, with full power and authority to enter into and perform our obligations under this Customer Agreement;
  - (b) we will devote, during the term of this Customer Agreement, such time to the conduct of our business as is necessary to provide the services contemplated by this Customer Agreement;
  - (c) we will maintain all government and regulatory licenses, registrations and approvals required by law as may be necessary to continue to perform our obligations under this Customer Agreement; and
  - (d) we will comply with such securities laws and other laws, regulations and policy statements as are applicable to us, the investment of the Account or our other obligations hereunder.

## **12. Introductions, Sharing of Fees, Commissions/ Charges**

- 12.1 You acknowledge that you may have been introduced or referred to Long Bridge Securities by a third party. If so, you accept that:
- 12.1.1 no such third party shall in any way be regarded as an agent of Long Bridge Securities and that Long Bridge Securities accepts the Customer as a customer only on the basis that Long Bridge Securities does not accept and will accept no responsibility for any conduct, action, representation or statement of any such third party; and
  - 12.1.2 Long Bridge Securities 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 Long Bridge Securities in relation to you.
- 12.2 You acknowledge that Long Bridge Securities may from time to time (either on its own initiative or at your request or a relevant third party financial service/ product supplier), refer you to a third party for the possible provision of service/ products by or through such third party. In such a case, you agree that you shall be solely responsible for deciding for yourself 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:
- 12.2.1 Long Bridge Securities 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 you, the Customer, will

establish and/or maintain its Account or conclude and effect any transaction with the relevant party only on the basis that Long Bridge Securities will have no liability or responsibility for any representation or statements made to be relied on by you in establishing and/or maintaining such Account or effecting such transaction; and

- 12.2.2 Long Bridge Securities may however receive one or more payments for it having referred you to the relevant party for you to open and/or maintain an account with such party or effect any transaction with such party. You agree and consent to the foregoing and Long Bridge Securities' retention and appropriation wholly for its own account and benefit of such payments.

### **13. Fees, charges and expenses**

- 13.1** The fee payable by you to us for the Services is specified in the Pricing Schedule available on the Longbridge Platform ("**Fees**") as may be amended from time to time. All liabilities, costs and expenses which we incur under this Customer Agreement will be covered by the Fees.
- 13.2** You agree to pay all costs and expenses (including all taxes, duties, levies, brokerage, commission and fees, including all fees due and payable for custodian services rendered from time to time incurred) in connection with the Account. For the avoidance of doubt, you shall make all payments due under this Customer Agreement free and clear of, and without deduction, withholding or set-off on account of, any tax or levy or any other charges present and future. You further agree to indemnify us on demand against all costs, expenses, liabilities, claims, demands or proceedings arising from the exercise of any of our rights and discretions or the performance of any of our duties under this Customer Agreement, including, but not limited to, our reliance on any information provided by you, from any dealings with the Account by any person authorised to act in relation thereto or as a result of our acting in good faith on Instructions given or purportedly given by any such person. We may, in our sole and absolute discretion during the opening of the Account, in effect, waive or reduce or rebate any part or all of the fees and expenses payable by you.
- 13.3** We may charge to, deduct, withdraw and recover from the Account the full amount of any Fees, costs, expenses, the amounts due to us hereunder and any other moneys owed by you to us pursuant to any liability of any nature arising in respect of the Account or otherwise. We shall have a lien over the Account for all amounts payable to us by you whether present or in the future, actual or contingent and in whatever currency. We may at any time, without prior notice to you, realise (whether through a sale or disposal in such manner and on such terms as we see fit and at your expense) any part of the Account and may apply the proceeds (or any other amounts held to or payable to you) in or towards settlement of such amounts. We may further withdraw and collect uninvested cash in the Account and/or sell the assets in the Account and collect the proceeds from such sale.
- 13.4** We shall be entitled to receive and retain for our own absolute use and benefit (without any liability to account to you) any brokerage rebates, currency conversion rebates, fees, other payments or benefits which we receive in connection with or derives from any transaction involving the Account.



## **14. Delegation and Use of Intermediaries**

- 14.1** You acknowledge and agree that we may, in the conduct of our functions, instead of acting ourselves, delegate to or appoint any service provider, agent, sub-agent, contractor, subcontractor, Broker, dealer, custodian, nominee or other third parties, whether in Singapore or otherwise, (and such persons shall each be referred to in this Agreement as our “Intermediary”, where the context permits) to carry out, execute or clear any Transaction, hold, custodise or deal with the assets, or provide ongoing maintenance and support services for the operation of the Platform or such other Services or business as may be required by us.
- 14.2** You acknowledge and agree that we may delegate to such Intermediaries all or any of the power, authority or discretion vested in us and any such delegation may be made upon such terms and conditions and subject to such regulations (including the power to sub-delegate) and we may provide information about you and the Account to any such Intermediaries as we may think fit, provided always that we shall have exercised reasonable care in the selection of such Intermediaries, we shall not be bound to supervise the actions of and shall not in any way or to any extent be responsible for any loss incurred by you for any failure, neglect, default or breach by any such Intermediaries.
- 14.3** If Long Bridge Securities has exercised reasonable care in its selection of the Intermediary, the Customer acknowledges, agrees and accepts that Long Bridge Securities 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 Long Bridge Securities from and against any and all Losses (including legal costs on a full indemnity basis) suffered or incurred by Long Bridge Securities 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.
- 14.4** You further acknowledge and agree that, where Long Bridge Securities uses, engages or appoints an Intermediary, Long Bridge Securities 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 Long Bridge Securities, Long Bridge Securities may in fact be the agent of the Customer, and accordingly the Customer shall indemnify, keep indemnified and hold harmless Long Bridge Securities from and against any and all actions taken by Long Bridge Securities in good faith in compliance or performance of Long Bridge Securities’ said principal obligation or responsibility. In this connection, the Customer recognises that Long Bridge Securities 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 Long Bridge Securities’ own primary responsibility as aforesaid (notwithstanding that as between the Customer and Long Bridge Securities, the Customer is, or has notified Long Bridge Securities that it will be, in default).

- 14.5** In view of the fact that Long Bridge Securities may have accepted principal responsibility and/or liability to another Intermediary, the Customer also acknowledges that any cash or other property (which as between Long Bridge Securities 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 Long Bridge Securities or purchased by Long Bridge Securities for itself. This may in some instances result in prejudice to the Customer. You accept that this is a necessary risk of dealing in any foreign jurisdiction through Long Bridge Securities.
- 14.6** The rights and remedies of Long Bridge Securities in this Clause will apply even though as between Long Bridge Securities and you, you may be in actual or anticipatory default.
- 14.7** You agree that our employees, officers, or Intermediaries shall not have any authority to bind us to any obligations or liabilities as otherwise expressly provided in this Agreement.

## **15. Conflicts**

- 15.1** Our services to you are not deemed exclusive. Nothing in this Customer Agreement shall in any way be deemed to restrict our right or be under any obligation to account to you for any benefit received for providing services to others or to disclose to you any fact or thing which may come to the notice of Long Bridge Securities while providing services to others in any other capacity or in any manner whatsoever.
- 15.2** You acknowledge and agree that when Long Bridge Securities, its Affiliates or some other persons connected with any of them acts in any of the above capacities or in any other position of conflict, Long Bridge Securities and/or its interests may or will be in conflict with your interests under any transaction or matter. You acknowledge and agree that when Long Bridge Securities, its Affiliates, or some other persons connected with any of them act in any of the above capacities or in any other position of conflict, Long Bridge Securities may be remunerated accordingly and/or may make profits and/or receive fees, commissions, rebates, discounts, or other benefits or advantages (whether financial or otherwise) from the counterparty or issuer or any other third party.
- 15.3** You hereby irrevocably and unconditionally consent to Long Bridge Securities' acting in such capacities or position of conflict and hereby authorise Long Bridge Securities to continue to enter into such transactions for you without prior reference to you and despite Long Bridge Securities acting in such capacities or position of conflict.
- 15.4** You confirm that notwithstanding any such conflict of interest and any remuneration, profits, fees, commissions, rebates, discounts, or other benefits or advantages (whether financial or otherwise) which Long Bridge Securities may make or receive in respect thereof, you will have no claim against Long Bridge Securities for, you consent to the receipt by Long Bridge Securities of, and Long Bridge Securities shall be entitled to retain and shall have no obligation to disclose to you or any other person (and you or other person shall not be entitled to ask for disclosure of) the fact or amount of, any such remuneration, profits, fees, commissions, rebates, discounts, or other benefits or advantages (whether financial or otherwise) arising from any such conflict.

- 15.5** You also agree that Long Bridge Securities will not be responsible for any Losses including loss of profit, or damage which may result from any such conflict. In addition, you accept, are aware of and consent to the payment by Long Bridge Securities of remuneration, profits, fees, commissions, rebates, discounts or other benefits or advantages, whether financial or otherwise, arising from any introduction or referral services (whether or not the fact of such introduction or referral or the receipt or the amount of such benefit or advantage is not disclosed to you) or in respect of any specific Transaction. Long Bridge Securities will not be responsible for any Losses, costs, damages, and expenses which may result from any such conflict of interest or duty.
- 15.6** In addition, Long Bridge Securities, its Affiliates, and its agents shall be entitled and are authorised, without having to make prior or any disclosure to you, to accept for Long Bridge Securities or its Affiliates' or its agents' sole benefit from any person engaged in a Transaction effected by Long Bridge Securities with you or on your behalf, any soft commissions (including goods, services, discounts, or other allowances attributable to any transaction entered into by Long Bridge Securities or its Affiliates), cash or money rebate, allowance or benefit as part of Long Bridge Securities', its Affiliates', or its agents' own compensation, and you hereby consent to the receipt and retention therefor. However this will only be done where permitted by and subject to any Applicable Laws in the jurisdiction concerned.
- 15.7** Long Bridge Securities shall not be obliged to disclose to you any fact, matter or finding which comes to its notice or that of any of its directors, officers, employees or agents in the course of acting in any capacity for any other person.
- 15.8** You acknowledge that Long Bridge Securities' directors, officers and employees may trade in their personal capacities.
- 15.9** You consent and agree that, to the extent permitted by Applicable Law, we and/or our brokers may (but are not required to) aggregate investment sale and purchase orders for the Account with similar orders being made contemporaneously for other accounts managed by us or with accounts of our Intermediaries if, in our reasonable judgment, such aggregation is reasonably likely to result in an overall economic benefit to the Account, based on an evaluation that the Account is benefited by relatively better purchase or sale prices, lower commission expenses or beneficial timing of transactions, or a combination of these and other factors.

## **16. Electronic Contract Notes, Account Statements and other documents**

- 16.1** You acknowledge and consent to that Long Bridge Securities will provide you contract notes and Account statements electronically in lieu of the hard copy of such documents.
- 16.2** Any statements, contract notes and any other documents or communications will be sent to you via electronic means and/or to the electronic mail address indicated by you at the opening of the Account or edited subsequently by you through the "Change of Email Address" function available to you on our Platform. You agree and acknowledge that such documents will be made available to you only electronically, and therefore, you may download, save or print the documents for your subsequent reference.

- 16.3** You acknowledge that all valuations, Account statements and summaries are provided on a reasonable efforts basis and should not be relied upon with regards to the liquidation value of any given position or combination of positions.
- 16.4** You agree to verify the correctness of all details contained in each statement, or any document sent to us and inform us within fourteen (14) calendar days from the date of such document of any discrepancies, omissions, or errors. Upon the expiry of this period, the details in such documents shall be conclusive evidence against you (save for manifest or clerical error) without further proof, except as to any alleged errors so notified, that such details are correct, but subject always to our right to amend or delete from time to time, any details wrongly inserted by us as set out in **Clause 16.5** below. Except as provided in this **Clause 16.4**, and provided that we are not fraudulent or in wilful default, we shall be free from all claims in respect of any Account or the details of the Transactions or Services contained in such documents.
- 16.5** You agree and acknowledge that we have the right, upon giving reasonable notice to you, to reverse any entry, demand a refund, and/or debit the Account in respect of any overpayment or wrongful credit in the Account.
- 16.6** You further agree and acknowledge that we may, without prejudice to any of the foregoing, at any time without prior notice to you rectify any clerical errors that may have been made.
- 16.7** Where you have not received any document, advice, statement of account, contract note, confirmation, or other notification relating to a specific Transaction, you must advise us immediately.

## **17. Losses and Liabilities**

- 17.1** Long Bridge Securities makes no representation, warranty or guarantee as to the performance of your Account. We will provide our Services to you, subject to the provisions of this Customer Agreement, in accordance with our usual business practice and will not be liable for any loss which may be suffered or incurred by you in any way in relation to any Services provided pursuant to this Agreement, or Transaction contemplated under this Agreement, howsoever caused, including but not limited to any loss resulting from any decline in value of Capital Markets Products carried in your Account, in the exercise of our rights and discretions in accordance with the performance of our duties hereunder, any error of judgement or error of fact, except to the extent they are caused by our own wilful default, fraud or Gross Negligence. In such event, our liability in connection with any Transaction or Service, shall not exceed the market value of such Transaction or Service at the time of the fraud, Gross Negligence or wilful default.
- 17.2** For the avoidance of doubt, we shall not be liable for (a) the acts or defaults of any agent, broker, custodian or nominee engaged in connection with this Customer Agreement unless it can be shown that we failed to exercise due care in the selection thereof or (b) for any act or omission or any loss arising by reason of any cause beyond our reasonable control. We shall not be liable for any losses incurred by you as a result of any action taken by or omission by us in good faith. We shall not, in the absence of fraud, Gross Negligence or wilful default be liable to you for any act or omission during or in connection with the Services rendered under these terms or for any losses which you

may suffer or sustain as a result of, in connection with or in the course of discharge by us and/or our Intermediaries of our duties hereunder.

- 17.3** We shall not be liable for any losses or damages that may arise because you cannot contact us in due time, or we cannot contact you in due time, or your failure to react to notifications from us in due time.
- 17.4** To the maximum extent permitted under Applicable Laws, we shall not be liable for incorrect or omitted information in any prospectus or other material relating to Capital Markets Products issued by a third party, nor shall we and/or our Intermediaries have any liability for losses of any kind that are attributable to such incorrect or omitted information. All information or views given and prices quoted in the material are subject to change without notice.
- 17.5** We shall not be responsible for or be liable to investigate the creditworthiness or status of any issuer, guarantor or other person liable in respect of any Capital Markets Products, the validity or binding effect thereof or of any related document or any similar matter.
- 17.6** You agree to indemnify on a full indemnity basis, to compensate us, and to hold us harmless from and against any and all losses, and reimburse on demand, against all losses which we may suffer or incur arising from or in connection with the Account, Transactions, Services, or any Instructions, whether incurred directly or indirectly (unless they arise solely from our fraud, Gross Negligence or wilful default).
- 17.7** You shall provide us with the required assistance if any claims are made by us against third parties or against us by third parties that are related to Capital Markets Products held or Transaction executed in your Account.

## **18. Notices**

- 18.1** All instructions, notices, demands or other communications required or permitted to be given under this Customer Agreement ("**Notices**") shall be sent as follows:
- 18.1.1** in the case of a Notice to you, by posting a Notice on the Platform or via other modes of communication, including but not limited to the sending of a Notice to the electronic mail address indicated by you at the opening of the Account or edited by you subsequently when you informed us of change to your electronic mail address through the "Change of Email Address" function made available to you on the Platform; and
  - 18.1.2** in the case of a Notice to us, by posting a Notice on the Platform or unless otherwise accepted and suggested by us.
- 18.2** You are deemed to receive the Notice sent by us upon the earlier of:
- 18.2.1** receipt of the Notice by you on the Platform;
  - 18.2.2** receipt of the Notice by you through your electronic mail address; or
  - 18.2.3** expiration of the calendar month following the posting of the Notice on the Platform or to your electronic mail address.

- 18.3** We are deemed to receive a Notice sent by you on the date upon which it is sent, unless it is sent after 5.00 pm on a Business Day or at any time on a non-Business Day in which case it will be deemed to have been received on the next following Business Day
- 18.4** You must promptly inform us in writing of any change in your mailing address, fax number and/or email address for communication or any of your relevant particulars available in our records and send us all supporting documents we require. We will need a reasonable time period, not being less than seven (7) Business Days from receipt, to act and effect the change in our records, after which, we may rely on the change
- 18.5** You agree from time to time to sign (or cause to be signed on its behalf) all such documents and to provide all such information as we may consider necessary or desirable in connection with this Agreement.

## **19. Personal Data**

- 19.1** You understand, agree and acknowledge our Data Protection Policy contained in **Annex 5** and accept its contents.
- 19.2** You authorise, agree and consent to allow Long Bridge Securities, its officers, employees, agents, representatives, affiliates and third party service providers to collect, use, disclose, transfer, administer and process all information and data (including Personal Data) of you and other relevant individuals including its shareholders, beneficial owners, officers, employees, agents, representatives and/or guarantors relating to you, as provided by you now or subsequently provided by you and/or otherwise acquired by Long Bridge Securities from other sources from time to time, pursuant to or in connection with this Customer Agreement, for the purposes listed below (the "Purposes"):
- 19.2.1** to manage the relationship between you and Long Bridge Securities and/or update you regarding your investments at Long Bridge Securities.
- 19.2.2** to provide you with marketing, advertising and promotional information, materials and/or documents relating to the investment products and/or services that Long Bridge Securities or its business partners may be offering or managing, whether such products or services exist now or are created in the future.
- 19.2.3** to provide you marketing, advertising and promotional information, materials and/or documents relating to investment products and/or services offered by Long Bridge Securities or its business partners through the following modes of communication:
- a) postal mail and/or electronic transmission to your email address;
  - b) to your telephone contact number(s) by way of voice, text (SMS), fax, VOIP based smart phone application such as Whatsapp etc.
  - c) where required under certain circumstances and for the Purposes, to disclose and transfer your data and information (including Personal Data) to the Longbridge Group, third party service providers, agents and/or other business partners of Long Bridge Securities, whether in or outside of Singapore, for the Purposes;

- 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 you and your 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 Capital Markets Products on the holding of any Capital Markets 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.

**19.3** When disclosing Personal Data to Long Bridge Securities, you represent, warrant and undertake that for any Personal Data of individuals that you disclose to Long Bridge Securities, you 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 you act as agent for any customers, investors, funds, and/or other principals, your acceptance and agreement to the terms of this Clause 19 will be deemed to be given on behalf of such individuals represented by you.

**19.4** You understand that you are entitled to withdraw your consent for the collection, use and disclosure of your Personal Data at any point in time by notifying Long Bridge Securities' data protection officer (contact details is contained in **Annex 5: Data Protection Policy**).

## **20. Customer Moneys and Assets**

**20.1** All moneys, Capital Market Products or other property received by Long Bridge Securities from you or from any other person, including but not limited to, any Clearing house, on your behalf, shall be held by Long Bridge Securities as trustee or custodian, segregated from its assets and paid into a segregated bank account or a segregated securities account (collectively "Customers' Accounts"), and all such moneys, Capital Markets Products or other property so held may be commingled with other customers' funds and shall not form part of Long Bridge Securities' assets for the purposes of insolvency or winding-up.

**20.2** You may deposit additional funds in the trust account at any time provided that such deposits are notified to us prior to deposit. We shall be entitled to reject any deposits, at our sole and absolute discretion, for any reason or no reason.

**20.3** We shall only accept moneys from you which are received from bank accounts or payment accounts belonging to you. If we are not satisfied that the moneys deposited by you came from bank accounts or payment accounts belonging to you, we shall refund such moneys to you with any interests, expenses or costs to be borne by you, subject to Applicable Laws.

**20.4** We shall only pay moneys in the trust account belonging to you to bank accounts or payment accounts belonging to you. We reserve the right to withhold such payments if we are not satisfied that the moneys will be paid to bank accounts or payment accounts belonging to you.

- 20.5** You may withdraw from the Account at any time. Payment of the proceeds from the Account will generally be made to a bank account in your name and be made within seven (7) Business Days from the date which we received your request to withdraw or after the receipt of the relevant documentation and/or information needed for withdrawals as completed to our satisfaction, whichever is the later, or such longer period as we may determine in our absolute discretion, and particularly but not limited to situations where the realisation of the Account or the transfer of funds may be severely restricted. You also acknowledge that the potential performance of the Account depends upon the uninterrupted investment of capital, and that withdrawals could materially and adversely affect the potential performance of the Account.
- 20.6** You hereby authorise Long Bridge Securities to withdraw and utilise from such segregated bank account or segregated securities account, pursuant to the Terms of this Customer Agreement:
- 20.6.1 moneys or Capital Markets Products as may be required to meet Long Bridge Securities' obligations to any Clearing house, other clearing organisation or any executing broker arising in connection with any Transactions entered into by you;
  - 20.6.2 moneys that may be required to meet payments, whether to Long Bridge Securities or otherwise, in respect of commission, brokerage, levies, interest and other charges directly relating to any Transactions entered by you or entered by Long Bridge Securities acting on your Instructions;
  - 20.6.3 moneys or Capital Markets Products which are transferred to another of your segregated bank account or segregated securities account (as the case may be) or any of your Accounts;
  - 20.6.4 moneys or Capital Markets Products paid to you in accordance with your Instructions, but in such case, notwithstanding such directions, no moneys may be paid into any of your other Accounts unless such Account is a segregated bank account or segregated securities account (as the case may be);
  - 20.6.5 moneys representing interest earned in respect of such Account; and
  - 20.6.6 moneys or Capital Markets Products that may be required to meet Long Bridge Securities' obligations to any party insofar as such obligations arise in connection with or are incidental to any Transactions entered into by Long Bridge Securities on your behalf.
- 20.7** You acknowledge and agree that you shall not be entitled to receive any interest in respect of any moneys, Capital Markets Products or other property in any of such Accounts held by Long Bridge Securities for and on behalf of you for any reason whatsoever pursuant to **Clause 20**. You hereby agree to waive and relinquish in favour of Long Bridge Securities any and all entitlement to interest accruing to any of your moneys, Capital Markets Products or other property in such Accounts.
- 20.8** Long Bridge Securities may in return for the interest waived and relinquished by you and at Long Bridge Securities' sole and absolute discretion pay to you interest thereon of such amount or at such rate as Long Bridge Securities may deem appropriate net of its administration fee for crediting such interest into your Account.



## 20.9 Maintenance of Foreign Trust Account

- 20.9.1 You authorise and consent to Long Bridge Securities depositing or maintaining your moneys and/or any other property received on account of you which are denominated in a foreign currency (currency other than SGD) in a trust or custody account with a custodian outside Singapore which is licensed, registered, or authorised to conduct banking business or act as a custodian, as the case may be, in that jurisdiction.
- 20.9.2 You further acknowledge and agree that the laws and practices relating to trust accounts in the jurisdiction under which the custodian is licensed, registered or authorised may be different from the laws and practices in Singapore relating to trust accounts, and such differences may affect your ability to recover the funds deposited in the trust account and applicable foreign laws may not provide you for the same degree of investor protection as Singapore law.
- 20.9.3 You understand and accept that such consent and agreement to such arrangements entails a waiver on your part of any protection you may receive under Singapore's asset protection laws. Owing to the nature of the execution and clearing arrangements which Long Bridge Securities has entered into for your benefit, you acknowledge and agree to such waiver and for your funds to be handled in this manner.

## 21. Interest Waiver/Substitution

- 21.1 You acknowledge that as a general rule, your funds which are in the possession or control of Long Bridge Securities, being funds not immediately or within twenty-four (24) hours required to be applied towards discharge of your 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 Excess Funds management as set out in **Clause 23** be held commingled with funds of other Customers of Long Bridge Securities (where applicable in a trust account in accordance with the provisions of the **SFA**).

- 21.2** 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 Long Bridge Securities accepting you as a Customer that you agree therefore to waive and relinquish in favour of Long Bridge Securities any and all entitlement to interest accruing to your share of funds in such trust account.
- 21.3** By you opening an Account with Long Bridge Securities and being a Customer of Long Bridge Securities and/or accessing or using any of Long Bridge Securities' Services, you shall therefore be deemed to agree to (and Long Bridge Securities will and does materially rely on the effectiveness of such agreement) such waiver and relinquishment.
- 21.4** Notwithstanding the foregoing, where your Excess Funds exceeds a minimum aggregate sum for a minimum period of time (both as prescribed by Long Bridge Securities), Long Bridge Securities may in return for the interest waived and relinquished by you and at its sole and absolute discretion pay to you the interest thereon of such amount or at such rate as Long Bridge Securities may deem appropriate net of its administration fee for crediting such interest into your Account.

## **22. Interest**

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

## **23. Excess Funds Management**

- 23.1** Without prejudice and in addition to Long Bridge Securities' rights and powers including its investment entitlement pursuant to Regulation 20 of the **SFR**, you grant to Long Bridge Securities the authority at its discretion to invest your Excess Funds with Long Bridge Securities (whether such funds are held distinctly or on a commingled basis pursuant to Long Bridge Securities' entitlement to effect such commingling of customer funds) in such investments as may also be permitted of Long Bridge Securities by the **SFA** and/or in money market funds whether distinctly or as part of a pool of commingled funds and whether with or through any fund manager (including itself or a related entity) with intent to preserve the principal and enhance returns on such Excess Funds).

- 23.2** You acknowledge that any such investments is at Long Bridge Securities' sole and absolute discretion and Long Bridge Securities shall have no liability or responsibility if no such investment is effected so long as the investment or the choice of investment manager for investment is made in good faith.
- 23.3** Long Bridge Securities will not be responsible or liable for any loss in principal or lack of enhancement in the value of the principal occasioned by and/or from the investments effected and you also accept the risk of any and all Losses or shortfalls that may result from the investments effected, on a pro-rated basis where relevant.
- 23.4** The terms for the management of such Excess Funds of the Customer shall apply mutatis mutandis on terms set by Long Bridge Securities.
- 23.5** Long Bridge Securities may however at its discretion pay interest of such amount as from time to time notified to the Customer on the debt equivalent amount of the cash or cash equivalent title transferred in favour of Long Bridge Securities.

## **24. Customer Assessment**

- 24.1** Where you are an individual or has opened a Joint Account with us, you agree and acknowledge that in assessing your eligibility to trade in securities and units in collective investment schemes, we may be required to take into account and give due consideration to your investment knowledge and experience to trade in Listed Specified Investment Products ("**Customer Account Review**") and unlisted Specified Investment Products ("**Customer Knowledge Assessment**"), or of your investment profile, financial objectives, financial situation, and particular needs (the "Needs Analysis") before or while providing any Services, opening any Account or to entering into any Transaction for your Account. Your Account Review, Customer Knowledge Assessment and Needs Analysis may be recorded in such documents as we may require from time to time.
- 24.2** Pursuant to such Customer Account Review, Customer Knowledge Assessment and Needs Analysis, we may collect information about your investment objectives, financial situation and particular needs, including but not limited to the following:
- 24.2.1** your financial objectives;
  - 24.2.2** your risk tolerance;
  - 24.2.3** your employment status;
  - 24.2.4** your financial situation, including your assets, liabilities, cash flow and income;
  - 24.2.5** the source and amount of your regular income;
  - 24.2.6** your financial commitments;
  - 24.2.7** whether the amount to be invested is a substantial portion of your assets;
  - 24.2.8** whether you hold a diploma or have higher qualifications in accountancy, actuarial science, business/business administration/business management/business studies, capital markets, commerce, economics, finance, financial engineering, financial planning, computational finance or insurance;
  - 24.2.9** whether you have a professional finance-related qualification;

- 24.2.10 whether you have transacted in Listed Specified Investment Products at least 6 times in the preceding 3 years;
  - 24.2.11 whether you have invested in certain collective investment schemes or investment linked policies at least 6 times in the preceding 3 years, or any other unlisted SIP at least 6 times in the preceding 3 years; and
  - 24.2.12 whether you have a minimum of 3 consecutive years of working experience in the past 10 years in the development of, structuring of, management of, sale of, trading of, research on and analysis of investment products or the provision of training in investment products, including any work experience in accountancy, actuarial science, treasury or financial risk management activities.
- 24.3** You warrant and represent to us and shall be deemed to warrant and represent to us on each occasion that any information is provided to us for purposes of determining your investment knowledge, experience, objectives or needs, that all such information provided to us is accurate, correct, complete, and up to date.
- 24.4** You hereby agree and confirm that:
- 24.4.1 we are entitled to rely and act, and continue to rely and act, on the information you provide to us without verifying such information, and without any further inquiry or investigation;
  - 24.4.2 you are, at all times, responsible and liable for the accuracy, correctness and completeness of the information;
  - 24.4.3 you will promptly update and inform us of any change in such information;
  - 24.4.4 you shall be solely responsible for ensuring that transactions chosen by you is suitable and appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs. Notwithstanding the above, you agree that we may at any time confirm with you that there are no material changes to the information provided to us for purposes of determining your investment knowledge, experience, objectives and needs.
- Notwithstanding the above, you agree that we may at any time confirm with you that there are no material changes to the information provided to us for purposes of determining your investment knowledge, experience, objectives and needs.
- 24.5** We are also required to consider whether you have the relevant educational qualifications, investment experience and work experience in order to trade in both Listed and unlisted Specified Investment Products.
- 24.6** Where we have determined that you do NOT have the relevant knowledge or experience under the Customer Account Review to trade in Listed Specified Investment Products, we will need to ensure the following requirements are met:
- 24.6.1 In such case, the Listed Specified Investment Products will not be suitable for you. In such case, Long Bridge Securities may not accept you as a Customer.
  - 24.6.2 However, if you wish to trade in Listed Specified Investment Products and wish to proceed in spite of the above, you will need to provide written confirmation that: (i) you understand

that you have been assessed as not possessing the knowledge or experience in the Listed Specified Investment Products; and (ii) nonetheless, you still intend to proceed despite such assessment.

- 24.7** Where we have determined that you do NOT have the relevant knowledge or experience under the Customer Knowledge Assessment to trade in unlisted Specified Investment Products, we will need to ensure the following requirements are met:
- 24.8** In such case, the unlisted Specified Investment Products will not be suitable for you. In such case, Long Bridge Securities may not accept you as a Customer.
- 24.9** However, if you wish to trade in unlisted Specified Investment Products and wish to proceed in spite of the above, you will need to contact Long Bridge Securities for further information on the unlisted Specified Investment Products.
- 24.10** Where Long Bridge Securities has determined that such Customer do not to possess the requisite knowledge and competence, Long Bridge Securities may refuse to permit the Customer to open an Account, to enter into any such Transaction or to utilise any Services, without any liability or responsibility whatsoever to the Customer.
- 24.11** To the fullest extent permitted by law, in conducting any Customer Assessment, Long Bridge Securities does not undertake any duty or obligation to ensure that any Transaction or Service provided is suitable or recommended for the Customer and Long Bridge Securities shall not be regarded as making any recommendation or suitability representation to the Customer by reason only that Long Bridge Securities permitted the Customer to open an Account, enter into any Transaction or utilise any Services.

## **25. No Financial, Tax or Trading Advisory Services**

- 25.1** The Services provided by Long Bridge Securities include that of order execution in Capital Markets Products (that Long Bridge Securities is licensed to deal in and advise on), custodial services and product financing, not investment advisory services on Securities or class of Capital Markets Products.
- 25.2** While information may be shared with you from representatives and/ or agents of Long Bridge Securities, it is to be used solely for educational purposes. Long Bridge Securities and its officers, employees and representatives or other Intermediaries appointed by it, do not make recommendations, make solicitations, offer tax advice, offer investment advice, nor does Long Bridge Securities engage in any financial planning services.

- 25.3** You acknowledge that all trading tools and materials available on the Platform and the Electronic Trading Services are to be used only for information and educational purposes. You further acknowledge that any examples included with or given in relation to such tools are also for educational or instructional purposes. Long Bridge Securities makes no warranties to the accuracy of these trading tools nor to any conclusions derived from or investment decisions based on information provided by such trading tools.
- 25.4** You hereby agree and acknowledge that as the Electronic Trading Services is on-line and execution-only, the dealings between Long Bridge Securities and you will hence not be subject to the Guidelines on Fair Dealing Board and Senior Management Responsibilities for Delivering Fair Dealing Outcomes to Customers issued by the MAS. This means that Long Bridge Securities will act on an execution-only basis and will not be providing any financial advice to you in relation to any Financial Product.
- 25.5** You acknowledge and accept that other than execution-related advice (which refers to advice which is solely incidental to the execution activities of Long Bridge Securities and where no discrete fee is charged for the advice rendered, and as amended under Applicable Laws) or pursuant to an express agreement in writing otherwise to provide recommendations or investment advice ("**Formal Advice**"), Long Bridge Securities does not and shall not undertake any advisory, fiduciary or similar or other duties or act as investment adviser to you.
- 25.6** You confirm, understand and accept the above, and further therefore represent (with full intention of Long Bridge Securities relying on such representation) that except where you actually request and enter into an agreement for Formal Advice with us, you do not wish or expect to be provided with any financial advice by us to which section 36 of the Financial Advisers Act (Chapter 110 of Singapore) applies; and accordingly, will not purport to file a civil claim for any advice or recommendation or suggestion received by you from Long Bridge Securities alleging any breach of such section on the part of Long Bridge Securities.
- 25.7** You make such representation fully aware and accepting that you shall be solely responsible to determine the merits and suitability of each and every Transaction not pursuant to any Formal Advice, and that you will make your own informed decision and (including where relevant) taken all necessary independent legal, tax, financial and other advice in relation to any Account, Transaction or Service and before entering into any such Transaction with or through Long Bridge Securities.

**25.8** You also acknowledge and agree that any information concerning trading and investment opportunities by or supplied by Long Bridge Securities or on its behalf (and whether oral, provided through the Electronic Trading Broking Services or otherwise) not being Formal Advice can only comprise and be accepted as (i) informational only; or (ii) no more than by way of generally circulating advice; or (iii) where relevant, execution-related advice with respect to Excluded Investment Products not intended to be specifically suitable for you.

Although Long Bridge Securities shall take reasonable care to ensure that no such information is untrue or misleading at the time they are made or provided to you: (a) no guarantee is given by Long Bridge Securities 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 do not take into account any specific investment objectives, financial situation or particular needs of any particular person, and is not suitable for use by you as an individual customer without independent verification by yourself; and (c) each such piece of investment information is subject to change without notice.

**25.9** Long Bridge Securities is not a fiduciary to you nor does Long Bridge Securities take on any fiduciary obligations in relation to any Transactions or Services provided to you. Long Bridge Securities does not and is not willing to assume any advisory, fiduciary or similar or other duties or act as investment adviser to you. Long Bridge Securities strongly encourages you to take independent advice before purchasing, subscribing, disposing of, or entering into any Transactions.

**25.10** You agree that all decisions on whether to invest in any financial product, and whether such an investment is suitable or appropriate for you, are yours. You do not rely on, and Long Bridge Securities, any of its agents, directors, officers, employees or vendors (including the executing broker or the clearing firm) are not responsible for, any information, representation (whether written or oral), advice, recommendation, view, opinion, or other statement provided by Long Bridge Securities, or any of its affiliates, and every director, officer, or employee of the foregoing or any market data in making any investment decision, and you rely on your own judgment in making such investment decision.

**25.11** You have made and will make your own assessment of an investment in any product and you shall evaluate the suitability of any product or investment for yourself in making any investment decision and that you shall make the final investment decision and accept all responsibility for your investment decisions, and Long Bridge Securities, any of its agents, directors, officers, employees or vendors (including the executing broker or the clearing firm) shall not be responsible or liable for reviewing your Account(s) and determining the suitability of your investment choice. You acknowledge that Long Bridge Securities shall have no responsibility in respect of the performance of transactions entered by you.

**25.12** You acknowledge that past performance of any Securities or class of investment products is no indicator of future performance. In addition, and without prejudice to the generality of the foregoing, you agree and acknowledge, and you represent and warrant to Long Bridge Securities (and Long Bridge Securities relies on such representations and warranties) that:

- 25.12.1** you are aware that Long Bridge Securities does not hold out any of its agents, nominees, directors, officers, or employees as having any authority to advise you;
- 25.12.2** Long Bridge Securities does not purport to advise you on any financial product or investment; you are acting for your own account and have made your own independent decision to enter into Transactions, and you are not relying on any communication (written or oral) of Long Bridge Securities as investment advice or as a recommendation to enter into any Transaction (it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction);
- 25.12.3** Long Bridge Securities does not provide advice with respect to any legal or tax ramifications of any financial product or investment and you shall obtain your own appropriate tax, legal, financial or other advice from an independent tax, legal or financial adviser;
- 25.12.4** Long Bridge Securities' making the Electronic Trading Services available to you should not be taken to constitute a recommendation and/or an endorsement of any financial product or investment, any form of advice or a determination of suitability of any financial product or investment for you by Long Bridge Securities or its representatives, or any representation in respect of any financial product or investment
- 25.12.5** you are aware of the risks associated with any investment undertaken by you, and you are fully aware and accept that you will be solely responsible for determining the merits and suitability of each and every Transaction;
- 25.12.6** you have not obtained from Long Bridge Securities any guarantee or assurances as to the profitability, performance, and/or results of any financial product or investment;
- 25.12.7** Long Bridge Securities shall not be held responsible in any way whatsoever for the performance of any financial product or investment, which you have chosen to subscribe for;
- 25.12.8** Long Bridge Securities shall not be liable for the performance of any financial product, including any Losses which you may incur in your investment in the financial product;
- 25.12.9** Long Bridge Securities has not and will not authorise its employees to provide any representations on any investment, or any assurance or guarantees (orally or in writing) on the performance of any financial product or investment for the purpose of encouraging you to subscribe or purchase interests in any investment;



- 25.12.10 Unless related to risk management functions addressed in the Terms, Long Bridge Securities representatives do not exercise discretion in Accounts nor make recommendations. Any information given to you regarding Securities or any other investment products is incidental to Long Bridge Securities' brokerage business and shall be for informational purposes only; and
- 25.12.11 if you require financial advisory services in relation to any financial product or investment, you shall obtain appropriate financial advisory services from an independent financial adviser.

## **26. Anti-Money Laundering and Customer Verification**

- 26.1** You hereby understand, acknowledge and agree that in order to comply with any applicable anti-money laundering, anti-corruption, anti-tax evasion and the prevention of the financing of terrorism regulations, we are obliged to carry out "Know Your Customer" procedures in accordance with our policies and Applicable Laws and may require detailed verification of your identity, the identity of your authorised signatories, connected parties and beneficial owners (if any), the source of funds and the tax risk status, and to comply with anti-money laundering, anti-corruption, anti-terrorism and anti-tax evasion rules under Applicable Laws. In the event of delay, refusal or failure by you to produce any information required for such purposes, we may take various actions including but not limited to, delaying and/or refusing to accept any additional deposits and/or pay any redemption proceeds. Neither we nor our agents or delegates shall be liable for any loss (whether direct, indirect or consequential and including, without limitation, loss of profit or interest) suffered by you as a result of the actions taken by us.
- 26.2** Without prejudice to any provision in this Customer Agreement, as part of our compliance with our Know Your Customer and Anti-Money Laundering obligations, we shall be entitled to verify your identity by collecting and reviewing copies of your passports or identification documents, including ascertaining your MyInfo based logins where available and conducting video-based assessments to verify the identities of each individual when it is necessary to do so.
- 26.3** We will deploy two-factor authentication to verify your phone number by way of a one-time password with a single sign-on, as safeguards for customer verification. You shall deploy funds to the Account only if all your personal details match those in our Know-Your-Customer and Anti-Money Laundering records.

## **27. Goods and Services Tax (“GST”)**

- 27.1** If any Services provided to you by Long Bridge Securities under or in connection with this Customer Agreement is subject to GST, Long Bridge Securities may, in addition to any consideration payable pursuant to this Customer Agreement, recover from you an additional amount on account of GST, such amount to be calculated by multiplying the relevant amount or consideration payable by you for the relevant supply by the prevailing GST rate.
- 27.2** If Long Bridge Securities is not entitled to an input tax credit in respect to the amount of any GST charged to or recovered from Long Bridge Securities by any person, or payable by Long Bridge Securities, or in respect of any amount which is recovered from Long Bridge Securities by way of reimbursement of GST referable to any supply made under or in connection with the Customer Agreement, Long Bridge Securities will be entitled to increase any amount or consideration payable by you on account of such input tax and recover from you the amount of any such increase. Such amount is to be calculated without any deduction or set-off any other amount and is payable by you upon demand by Long Bridge Securities whether such demand is by invoice or otherwise.

## **28. Compliance with FATCA and CRS Reporting Requirements**

- 28.1** You authorise Long Bridge Securities 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 Long Bridge Securities such as the United States Foreign Account Tax Compliance Act (FATCA) and the Singapore Income Tax Act (ITA)], regulations, orders, agreements, or treaties made by or between tax authorities and/or governments to:
- 28.1.1** any entity in the Longbridge Group, or any of Long Bridge Securities’ related companies or subsidiaries, wherever situated;
  - 28.1.2** any government, quasi-government, regulatory, monetary or other authority whether in Singapore or elsewhere, including the United States Internal Revenue Service, the United States Treasury Department, the Inland Revenue Authority of Singapore (IRAS) and MAS;
  - 28.1.3** any party to whom Long Bridge Securities is under a legal duty to disclose; and/or any party where Long Bridge Securities in good faith deems it in Long Bridge Securities’ interest to make such disclosure.
  - 28.1.4** You agree that you shall be required to, upon demand and in a timely manner, provide any form, certification or other information, as may be requested by and in a form acceptable to Long Bridge Securities, that is necessary for Long Bridge Securities:
  - 28.1.5** to prevent withholding tax or qualify for a reduced rate of withholding tax or backup withholding tax in any jurisdiction from or through which Long Bridge Securities receives payments; or
  - 28.1.6** 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 (Chapter 134 of Singapore);

- 28.1.7 update or replace such form, certification, or other information in accordance with its terms of subsequent amendments; and
- 28.1.8 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.
- 28.2** You acknowledge and agree that if, and to the extent that, Long Bridge Securities is required to make any payment, withholding or deduction as a consequence of you failing to comply in a timely manner with the requirement in the preceding representation and warranty, Long Bridge Securities shall be entitled to, at its sole and absolute discretion, withhold all or a portion of the amounts payable in respect thereof to you if Long Bridge Securities is required under Applicable Laws (including the laws of the United States) or as a consequence of any agreement between Long Bridge Securities 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 you failing to comply in a timely manner with the requirement in the preceding representation and warranty. You agree to hold harmless, indemnify and to keep Long Bridge Securities 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.
- 28.3** You acknowledge and agree 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 Long Bridge Securities and the Customer shall be required to, upon demand by Long Bridge Securities 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 Long Bridge Securities.
- 28.4** You acknowledge and agree that Long Bridge Securities 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 Long Bridge Securities shall be entitled to receive all fees and other moneys accrued up to the date of such termination.
- 28.5** You acknowledge and agree that Long Bridge Securities shall not be responsible for or liable to you for any Loss to you arising as a result of any act or omission or any error of judgment not amounting to actual fraud in complying with Long Bridge Securities' reporting or other obligations under Applicable Laws (including the US Tax Code and the United States Treasury regulations promulgated thereunder) or under the ITA.

## **29. Termination / Event of Default**

- 29.1** Immediate termination by us. We reserve the right to restrict, temporarily or permanently suspend or terminate the Account, or the provision of any Services, at any time and with immediate effect, without incurring liability of any kind to you, if any of the following events occur (**Event of Default**):
- 29.1.1 you have not fully complied with our account opening criteria and/or met our account opening criteria (as we shall set from time to time), including, our "Know Your Customer" procedures;

- 29.1.2 you delay or fail to produce any information requested by us under **Clause 26** for the purposes of verifying your identity, your beneficial owners (if any) and/or the source of the payment of moneys to comply with anti-money laundering and/or anti-terrorism rules under Applicable Laws;
- 29.1.3 any parties (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);
- 29.1.4 you are a corporation or any other body corporate, where you become 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 corporation or in liquidation, winding up, insolvency, judicial management, receivership, administrative management, or any similar or analogous proceedings;
- 29.1.5 any parties constituting 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;
- 29.1.6 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);
- 29.1.7 you fail to comply in a timely manner with a request issued by us under **Clause 28**;
- 29.1.8 you fail to make any payment to us or any other party when due, whether under this Agreement or otherwise for the Services;
- 29.1.9 your Account that has no holdings and/or activity for the past two (2) years;
- 29.1.10 your Account that has been deemed to be dormant based on a set of criteria that we may determine from time to time;
- 29.1.11 your Account where the aggregate value of your holdings falls below a certain threshold, to be decided by us;
- 29.1.12 your death or insanity;
- 29.1.13 any grounds exist for the presentation of a bankruptcy petition against you;
- 29.1.14 any representation or warranty made by you under this Customer Agreement or through the Platform or for the Services is incomplete, untrue, incorrect or misleading in any material respect;
- 29.1.15 you have breached the terms of this Customer Agreement;
- 29.1.16 you are using the Platform or the Services in a manner that may cause us to breach Applicable Laws, incur legal liability or disrupt others' use of the Platform or the Services;

- 29.1.17 you are using the Platform or the Services for any illegal activities or where we have reasonable suspicion that you may be doing so, or we become aware or suspect that the Account is or will be used for illegal, fraudulent or unauthorised uses;
  - 29.1.18 we become aware or suspect that your Access Methods (i.e., any user identification, passwords and other security credentials assigned to you and required to access and use the Platform) are stolen, lost, damaged or compromised;
  - 29.1.19 we become aware or suspect that the person accessing the Account or utilising the Services is not you (or your authorised person);
  - 29.1.20 we are required to do so by Applicable Laws or pursuant to a request by any regulatory body;
  - 29.1.21 prolonged scheduled downtime or recurring downtime in respect of the Platform;
  - 29.1.22 a Force Majeure Event;
  - 29.1.23 you publish, post, transfer, distribute or upload any content or information on the Platform or from the Platform which is false, misleading or inaccurate, contains rude and inappropriate language or which creates the impression that any content is sponsored or endorsed by us;
  - 29.1.24 you modify, adapt or reverse engineer the Platform or any part thereof;
  - 29.1.25 you transmit any viruses, worms, defects, Trojan horses or any other items of a destructive nature, or that may otherwise compromise the security of the Platform;
  - 29.1.26 you create multiple Accounts without our prior approval;
  - 29.1.27 you create Accounts by automated means or under false or fraudulent pretences; or
  - 29.1.28 you are, in our opinion, not fit and proper as required under the SFA or the subject of any adverse publicity or involved in any litigation that we reasonably believe would be detrimental to our interests.
- 29.2** All acts performed by Long Bridge Securities 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, Long Bridge Securities shall be absolutely protected in acting under this Customer Agreement until Long Bridge Securities 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 Long Bridge Securities as having the sole authority to act under this Customer Agreement on behalf of the deceased Customer.
- 29.3** You shall immediately notify Long Bridge Securities if any Default occurs, or if a Default or potential Default is likely to occur.
- 29.4** Upon an Event of Default occurring, your account will be suspended or closed. No further transactions for that Account may be initiated by the Customer.
- 29.5** If any of the Events of Default occurs, without prejudice to any other rights that Long Bridge Securities may have under this Customer Agreement or the Account Opening Form, the Customer agrees that Long Bridge Securities will have the right to take any one or more of the following actions without having to give prior notice to the Customer:

- 29.5.1 sell any or all Capital Markets 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 Long Bridge Securities' costs and expenses in connection with such sale) towards settlement of all moneys owing by the Customer ("**Outstanding Balance**") to Long Bridge Securities or to any Intermediary or apply any amounts whatsoever nature standing to the credit of the Customer against any amounts which the Customer owes to Long Bridge Securities (of whatsoever nature, and howsoever arising, including any contingent amounts) or generally to exercise Long Bridge Securities' right of set-off against the Customer;
- 29.5.2 satisfy any obligation the Customer may have to Long Bridge Securities (either directly or by way of guarantee or suretyship) out of any cash or other property of the Customer in Long Bridge Securities' custody or control;
- 29.5.3 net or set off some or all positions and balances in the Accounts;
- 29.5.4 take delivery under any of the positions in the Accounts;
- 29.5.5 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;
- 29.5.6 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 Long Bridge Securities at a price which Long Bridge Securities deems appropriate in the circumstances;
- 29.5.7 cancel or complete any open, outstanding unexecuted or unmatched Orders from the purchase or sale of any Capital Markets Products Instructions on the Customer's behalf in order to close your Account/s;
- 29.5.8 borrow or purchase or otherwise procure any such Capital Market Products or property being the subject matter of any sale and making delivery under such sale;
- 29.5.9 suspend (indefinitely or otherwise) or terminate any Account, or Long Bridge Securities' relationship with the Customer and accelerate any and all liabilities of the Customer to Long Bridge Securities so that they shall become immediately due and payable;
- 29.5.10 hedge and/or close out any outstanding Transaction (including any Transaction which has yet to be settled on the date on which Long Bridge Securities 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;
- 29.5.11 liquidate all Collateral or part thereof at a price which Long Bridge Securities deems appropriate in the circumstances;
- 29.5.12 call upon any Collateral including any guarantees and letters of credit which may have been issued to or in favour of Long Bridge Securities as security for your Account;
- 29.5.13 apply any amounts of whatsoever nature standing to the credit of any Account against any amounts which you owe to Long Bridge Securities (of whatsoever nature and howsoever arising, including any prospective or contingent amounts), or generally to exercise Long Bridge Securities' right of set-off against you;

- 29.5.14 demand any shortfall, after taking any one or more of the above steps, from you, hold any excess pending full settlement of any other of your obligations, or pay any excess to you by way of cheque/ other electronic fund transfer to your last known address or you bank account; and
- 29.5.15 exercise such other authority and powers that may have been conferred upon Long Bridge Securities by this Customer Agreement.
- 29.6** Any sale or purchase of Capital Markets Products or other property referred to above may be made at the discretion of Long Bridge Securities or its Intermediaries as the case may be, where such business is usually transacted, or at public auction or private sales, and Long Bridge Securities may be the purchasers for their respective own accounts. It is understood that a prior demand, or call, or prior notice of the time and place of such sale or purchase shall not be considered a waiver of Long Bridge Securities' right to sell or buy without demand or notice as provided in this Customer Agreement. You shall at all times be liable for the payment of any debit balance owing in such Account(s) with Long Bridge Securities upon demand, and that in all cases, you shall be liable for any deficiency remaining in such Account(s) in the event of the liquidation thereof in whole or part by Long Bridge Securities or by you.
- 29.7** For the purpose of **Clause 29.1**, "**Force Majeure Event**" means any event beyond our reasonable control (and which does not relate to or arise by reason of our default or Gross Negligence) which renders impossible or hinders our performance of this Agreement including the Services, including, without limitation:
- 29.7.1 war, riot, civil unrest or revolution, sabotage, terrorism, insurrection, acts of civil or military authority, imposition of sanctions, embargo, breaking off of diplomatic relations or similar actions;
- 29.7.2 terrorist attacks, civil war, civil commotions, enemy action or riots;
- 29.7.3 acts of God, epidemic, pandemic, flood, earthquake, typhoon, storm, tempest or other natural disasters or adverse weather or environmental condition;
- 29.7.4 any act of state or other exercise of sovereign, judicial or executive prerogative by any government or public or other competent authority, including expropriation, nationalisation or compulsory acquisition or acts claimed to be justified by executive necessity;
- 29.7.5 fire, explosion or accidental damage;
- 29.7.6 disruption of relevant markets, unavailability of prices or other causes;
- 29.7.7 collapse of building structures or failure of plant machinery, computers or vehicles, breakdown or delay in communications;
- 29.7.8 interruption or failure of utility service, including but not limited to electric power, gas or water; or
- 29.7.9 any labour disputes, including but not limited to strikes, industrial action or lockouts.
- 29.8** For the avoidance of doubt, we shall not be in breach of this Agreement, nor be liable for any failure or delay in the performance of any other obligations under this Agreement arising from or attributable to any of the circumstances giving rise to a right to termination under **Clause 29**, provided that we shall use all reasonable efforts to minimise the effects of the same.

- 29.9** Termination by notice from us. We may at any time and without liability to you terminate this Agreement including the Services. In such cases, we will endeavour to provide you with not less than fourteen (14) calendar days' written notice. However, in certain cases, we may terminate the Account, the Services or this Agreement by providing shorter notice or providing notice with immediate effect. No such termination will affect any Instructions given by you which is properly received by us before the date of such notice.
- 29.10** Without prejudice to **Clause 19.4**, we may terminate this Customer Agreement in respect of the Account or the Services with immediate or subsequent effect by written notice to you if you breach any of your representations and warranties in this Agreement, in particular if you fail to comply in a timely manner with the requirement in the representation and warranty in **Clause 18**, whereupon we shall be entitled to receive all fees and other moneys accrued up to the date of such termination.
- 29.11** Termination by notice from you. You may terminate this Customer Agreement, the Account or the Services with us at any time by providing us with notice in the manner as we may specify on the Platform. However, no such termination will affect any Instructions given by you which is properly received by us before the receipt of such notice or any action we may take in relation to the Account before the receipt of such notice.
- 29.12** Effect of termination. On termination of the Account or any Services or the agreement or relationship between you and us:
- 29.12.1** you will stop using any Services;
  - 29.12.2** all charges, costs and/or expenses due to us or any third parties under this Agreement shall fall due for repayment immediately;
  - 29.12.3** we may discharge our entire liability with respect to the Account by selling the assets in the Account at your expense and arranging for any credit balance in the Account to you at the earliest time possible and within fifteen (15) Business Days from the termination of this Agreement, subject to Applicable Laws and unforeseen processing delays by the banks; you shall, upon our request (acting reasonably), return, destroy or delete any information or documents received from us, including any copies thereof.

## **30. General Indemnity**

- 30.1** You hereby agree to fully indemnify, keep indemnified and hold Long Bridge Securities, its officers, employees and Intermediaries 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 Long Bridge Securities, its officers, employees and Intermediaries arising from, as a result of or in connection with:
- 30.1.1** any failure by the Customer to comply with the terms and conditions of this Customer Agreement or the Account Opening Form, or to fully and punctually perform any of its obligations hereunder or in respect of any Transaction;
  - 30.1.2** any of the Customer's representations, warranties, agreements and undertakings in this Customer Agreement or the Account Opening Form being untrue, incorrect, incomplete or misleading in any material respect;



- 30.1.3 any actions, claims, demands or proceedings brought by third parties (including Intermediaries) against Long Bridge Securities further to Long Bridge Securities acting in accordance with the Customer's Instructions or otherwise in the exercise of its powers under this Customer Agreement or the Account Opening Form;
- 30.1.4 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 Document or the Account Opening Form;
- 30.1.5 any change in any Applicable Laws;
- 30.1.6 any dealings with any Account by any person authorised to act in relation thereto; and/or
- 30.1.7 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 Customer Agreement.

## 31. Unclaimed Moneys and Assets

- 31.1 If there are any moneys, Capital Markets Products or other property standing to the credit of any Account (including a trust or custody account) or otherwise held by Long Bridge Securities or its nominee or sub-custodian on your behalf which are unclaimed by you **six (6) years** after your last transaction with or through Long Bridge Securities and Long Bridge Securities determines in good faith that it is not able to trace or locate you, you hereby irrevocably agree that all such moneys, Capital Markets Products and other property including any and all accretions and accruals thereon (which in the case of moneys shall include all interests earned thereon and all investments and their respective accretions and accruals which may have been made with such moneys; and in the case of Capital Markets Products shall include all accretions and accruals thereon) shall be deemed to have been abandoned by the Customer in favour of Long Bridge Securities and may be appropriated by Long Bridge Securities to and for itself to utilise in any manner Long Bridge Securities so wishes for its own benefit.
- 31.2 You thereafter shall have no right to claim such moneys, Capital Markets Products or property, or their accretions and accruals with the Customer being deemed to have waived and abandoned all its rights to such moneys, Capital Markets Products or property (and any other property as may accrued to it) in favour of Long Bridge Securities.

## 32. Prior Consent for Long Bridge Securities acting as Principal

- 32.1 You understand that Long Bridge Securities acts as the agent of the Customer in respect of all Transactions, except when Long Bridge Securities discloses to the Customer with respect to any particular Transaction that Long Bridge Securities acts as principal for Long Bridge Securities' own account or as an agent for some other person.
- 32.2 In order to avoid the need, on each occasion where there is the possibility of Long Bridge Securities acting as principal or counterparty for Long Bridge Securities' own account or acting for the account of any person associated with or connected to Long Bridge Securities 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 Long Bridge Securities, from time to time and at any time, acting as principal or counterparty for Long Bridge Securities' own account or acting for the account of any person associated with or connected to Long Bridge Securities in respect of the Customer's Instructions in respect of a Transaction, and waives any and all requirements for prior notice by Long Bridge Securities in respect of all such Transactions.

- 32.3** 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 Long Bridge Securities.
- 32.4** Unless otherwise required by any Applicable Law, Long Bridge Securities 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 Long Bridge Securities may carry on behalf of the Customer. Notwithstanding the aforesaid, Long Bridge Securities may, without assigning any reason therefore, refuse to act for the Customer in any particular Transaction.
- 32.5** Where Long Bridge Securities has as principal, entered into any Transaction with the Customer, and unless otherwise required by law, Long Bridge Securities shall be absolutely entitled to all gains, profits and benefits derived from any such Transaction of the Customer entered into with Long Bridge Securities.

### **33. No Waiver**

- 33.1** If Long Bridge Securities does not exercise or delays exercising a right whether under the terms and conditions under this Customer Agreement and the Account Opening Form or otherwise, this does not mean that we have given up or waived the right or that we cannot exercise the right later. No failure or delay on our part in exercising any power of sale or any other rights or options hereunder and no notice or demand which may be given to or made upon you by us with respect to any power of sale or other right or option hereunder, shall constitute a waiver thereof, or limit or impair our right to take any action or to exercise any power of sale or any other rights or options hereunder without notice or demand, or prejudice our rights as against you in any respect or render us responsible for any loss arising therefrom. A single or partial exercise of a right, power or remedy does not prevent another or further exercise of that or another right, power or remedy. A waiver of a right, power or remedy must be in writing and signed by the party giving the waiver.
- 33.2** We may grant time or other indulgence to you or any other person, without impairing or affecting in any way any of our rights as against you or any such other persons.

### **34. Confidential information**

- 34.1** *Our obligations of confidentiality.* Save as permitted under this Agreement or any other agreement with you, we shall treat all information relating to you, the Accounts and the Services as confidential.

- 34.2** Non-confidential information. You acknowledge that the following information will not be regarded as confidential information and we do not owe you or any other person any duty to keep such information confidential:
- 34.2.1 information that as at the date of its disclosure is in the public domain (other than through a breach of this Agreement) or which subsequently enters the public domain;
  - 34.2.2 information that was already in our possession before you provided the information to us; information which we received from a third party who has lawfully acquired such information and is under no confidentiality obligation regarding its disclosure to us; and
  - 34.2.3 any information which is anonymised or encrypted in such a manner where the identities of any person cannot be readily inferred, or which cannot be referable to any particular person.
- 34.3** Exceptions from duty of confidence. You give us permission to disclose information relating to you, the Account and/or the Services to:
- 34.3.1 any of our directors, officers, employees, representatives, agents or delegates;
  - 34.3.2 any of our Intermediaries, shareholders or related corporations and any of their successors, assigns or sub-contractors, and their directors, officers, employees, representatives, agents or delegates;
  - 34.3.3 our professional advisers, consultants and auditors;
  - 34.3.4 anyone who takes over or may take over all or part of our rights or obligations under this Agreement or anyone this Agreement (or any part of it) is transferred to or may be transferred to;
  - 34.3.5 any person who we believe in good faith to be your legal advisers or other professionals;
  - 34.3.6 any regulatory body in any jurisdiction, in so far as we need to do so to keep to Applicable Laws, or which we in good faith believe that we should keep to;
  - 34.3.7 any person in accordance with Applicable Laws;
  - 34.3.8 *pursuant to a request by any regulatory body (regardless of the reason for such request and whether such request is exercised under a court order or otherwise); and*
  - 34.3.9 to such other persons or under such other circumstances as you agree, provided that in the case of disclosures under any of the circumstances in **Clauses 34.3.1 to 34.3.3**, we shall, where reasonably possible, procure that the recipient is subject to the same duty of confidence.
- 34.4** Survival. The permission you give by agreeing to **Clause 34** will apply even after this Agreement ends or the Account and/or Services are terminated.
- 34.5** Your duties. Any data, information or message transmitted to you through the System, the Platform or otherwise is confidential and intended for the sole use of the intended recipient. If you are not the intended recipient, you should immediately notify us and delete or destroy such data, information or message, including all copies thereof.
- 34.6** Confidentiality of Other Information. You must keep confidential, all information about the Platform, the System and any information, data, materials or documents provided to you.

### 35. Assignment, Charge, Encumbrance

**35.1** You shall not without the prior written consent of Long Bridge Securities 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 Long Bridge Securities), in or over any Account, any cash or property in any Account or the Customer's rights therein. Long Bridge Securities shall not be required to recognise any person other than the Customer as having any interest in any Account. Long Bridge Securities may assign any or all of its rights hereunder or under any Account to any person Long Bridge Securities 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 services and/or facilities in relation to the transactions made by You.

### 36. Continuity of Terms

**36.1** This Customer Agreement shall be binding on Long Bridge Securities 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 Long Bridge Securities, any change in the ownership structure of Long Bridge Securities, or the consolidation, amalgamation or merger of Long Bridge Securities into or with any other entity.

### 37. Severability

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

### 38. Securities Trading with Margin Financing

**38.1** If you wish to be grant access to Long Bridge Securities' Margin Facility to facilitate your purchase and/or sale of Marginable Securities on leverage, you are required to additionally agree to the terms and conditions in **Schedule E** and understand and accept the risks involved in Margin Trading as set out in **Annex 4**.

**38.2** When your request for Margin Facility has been approved by Long Bridge Securities, email notification as well as in-app push notification via the Longbridge Platform will be triggered to you; you will also receive such notifications whenever there is a change or revision in the Margin Facility extended to your Trading Account.

## 39. Feedback and Complaints

**39.1** Long Bridge Securities has established a process in handling complaints falling within the scope of the Financial Advisers (Complaints Handling and Resolution) Regulations 2021 “[**FA(CHR) Regulations**]”. All such complaints will be independently reviewed and assessed by our Compliance Department according to Long Bridge Securities’ Complaint Handling Procedure, a copy of which is available upon request.

**39.2** For all other feedback/ complaints not in scope of the **FA (CHR) Regulations**, Long Bridge Securities also takes them seriously and will always do our best to ensure that you receive the best service possible. If you are not completely happy about anything, Long Bridge Securities would like to hear about it straightaway to try our best to put it right for you to improve our service. We will give it our full attention and make sure it’s dealt with by someone with the right knowledge and experience.

**39.3** Please provide your feedback, queries or complaints to us as follows:

Email: [contact@longbridge.sg](mailto:contact@longbridge.sg)

**39.4** You may also seek the assistance of the Financial Industry Disputes Resolution Centre Ltd (“FIDReC”). At present, FIDReC’s services are available to all consumers who are individuals or sole-proprietors. The jurisdiction of FIDReC in adjudicating disputes between consumers and financial institutions is up to S\$100,000 per claim for all claims. More information is available at the FIDReC website: <https://www.fidrec.com.sg>

## 40. Rights and Remedies

**40.1** All of Long Bridge Securities’ rights and remedies under this Customer Agreement are cumulative of, in addition to, and not exclusive or in derogation of, any other rights or remedies provided or available to Long Bridge Securities hereunder, by law, in equity or by any other agreement.

## 41. Compliance with Applicable Laws

**41.1** You acknowledge and agree that Long Bridge Securities will execute your Transactions via executing brokers and clearing firms and all Transactions undertaken by you or on your behalf through Long Bridge Securities under the Terms will be subject to the trading rules and policies of both the executing brokers and the clearing firms. In addition, any Order routed in any other jurisdiction, will also be subject to the Applicable Laws in the relevant jurisdiction.

**41.2** You acknowledge and agree that your relationship with Long Bridge Securities hereunder, the opening, maintaining and operation of all Accounts, the provision of all Services, the implementation and execution of all Orders and settlement of all Transactions, shall be subject at all times to Applicable Laws. Notwithstanding anything herein to the contrary, Long Bridge Securities may take or refrain from taking any action whatsoever and the Customer shall do all things required by Long Bridge Securities (including the giving by the Customer of its full co-operation with any market, exchange or clearing house), in order for Long Bridge Securities to secure, procure or ensure for Long Bridge Securities’ benefit all compliance with Applicable Laws

or any order of court/authority and Long Bridge Securities shall have no responsibility or liability whatsoever to the Customer.

- 41.3** You 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. Long Bridge Securities may require you to supply such evidence of compliance with as Long Bridge Securities 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 Long Bridge Securities against the Customer in respect of any Account, Service or Transaction.
- 41.4** You further acknowledge and agree that Long Bridge Securities shall not be required to inform or obtain prior consent from you to comply with any order or directive of any court or any applicable regulatory authority issued on or in respect of your Account. You also acknowledge and agree that Long Bridge Securities shall not be required to inform you after having complied with such order or directive, and Long Bridge Securities shall not be responsible for any loss whatsoever to your Account arising from Long Bridge Securities' compliance with such order or directive.
- 41.5** Long Bridge Securities shall not be liable to you as a result of any action taken by Long Bridge Securities or its agent to comply with any Applicable Law. Any failure by Long Bridge Securities to comply with any Applicable Law shall not relieve you of any obligations under these Terms nor be construed to create any rights thereunder in favour of you against Long Bridge Securities.

## **42. Governing Law and Jurisdiction**

- 42.1** This Customer Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 42.2** Except where specifically otherwise stated herein, the parties hereby agree that the courts of Singapore shall have exclusive jurisdiction over any and all disputes arising from or in respect of this Customer Agreement.
- 42.3** Nothing in this Customer Agreement restricts the right of Long Bridge Securities 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.
- 42.4** Any legal process instituted against You, the Customer, may be served by delivery of such process to your last given address or registered address in the Republic of Singapore and such delivery shall be deemed to be good and effective service.

## **43. Electronic Records**

- 43.1** Our records (including computer or any other electronic records stored by us) of all matters relating to you, any Transactions on the Accounts and/or any Services provided to you are conclusive evidence of such matters and are binding against you for all purposes, save for manifest or clerical error, subject to our right to rectify any error or omission therein and our right to adduce other

evidence. You hereby agree not to at any time dispute the authenticity or accuracy of any computer output relied upon by us for any purpose whatsoever.

- 43.2** You acknowledge and agree that we shall be entitled to destroy or dispose of all registers, statements and other records and documents relating to the Account, Services or Transactions at any time after the expiration of any period of retention required by Applicable Law. We shall not be liable in any way for such destruction or disposal.

## **44. Recordings**

- 44.1** You authorise us and any of our Intermediaries to record by any means and at any time, any telephone conversation or any electronic communication, including via the Electronic Trading Services, online chat sessions between you and Long Bridge Securities or through any other medium conducted between you and us or our personnel, to retain such recordings and use them in such manner as we consider appropriate. The recordings shall be admissible in evidence in legal proceedings and shall have the same probative value as a written original document. You shall not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and you hereby waive any right (if any) to so challenge or dispute. You agree that the recordings made by us shall be conclusive evidence of the contents and shall be binding on you.

## **45. General**

- 45.1** We shall be entitled at any time and from time to time to disclose to governmental or regulatory authorities any information within our knowledge relating to you, which information is reasonably required by governmental or regulatory authorities, whether such information has been acquired by us pursuant to, or in connection with this Customer Agreement or otherwise.
- 45.2** All questions pertaining to the construction and interpretation of this Customer Agreement and relating to the performance of any of the obligations or duties set forth herein by either of the parties hereto shall be determined in accordance with the laws of the Republic of Singapore. The headings contained in this Customer Agreement are inserted for the purpose of convenient reference only and are not to be considered in any construction or interpretation of the same.
- 45.3** Any dispute arising out of or in connection with this Customer Agreement and/or the documents referred to herein, including any question regarding their existence, validity or termination, shall be referred to and finally resolved by the Courts of Singapore and both you and us hereby unconditionally and irrevocably submit to the exclusive jurisdiction of the Courts of Singapore.
- 45.4** You shall execute such other documents, do such acts and things and take such further actions as may be reasonably required or desirable to give full effect to the provisions of this Customer Agreement and the transactions hereunder and you shall use your best endeavours to procure that any necessary third party shall execute such documents, do such acts and things and take such further actions as may be reasonably required for giving full effect to the provisions of this Customer Agreement and the transactions hereunder.

- 45.5** You shall not have the right to assign any of such rights, undertakings, agreements, duties, liabilities and/or obligations hereunder, except with our written consent. We may assign or transfer any of our rights hereunder to any party without your consent, but subject to prior notification.
- 45.6** We reserve the right to amend and alter this Customer Agreement in our sole and absolute discretion at any point of time and have it posted on the Platform and/or send any email notification to you. You agree that it shall be your responsibility to review this Customer Agreement regularly. If you do not accept any such supplement, variation and/or modification, you shall immediately discontinue operating the Account and/or utilizing the Services provided by us and promptly close your Account and terminate this Customer Agreement. If you continue to operate the Account and/or utilise the Services provided by us after such notice, you are deemed to have agreed to such supplement, deletion, variation and/or modification without reservation.
- 45.7** This Customer Agreement and the documents referred to in this Customer Agreement collectively embody the entire terms and conditions agreed upon by you and us as to the subject matter of the same and supersedes and revokes in all respects all other documents, agreements, letters of intent, and undertakings entered into between you and us, whether such be written or oral, with respect to the subject matter hereof. All provisions of this Customer Agreement shall so far as they are capable of being performed or observed continue in full force and effect notwithstanding completion of the matters set out therein except in respect of those matters then already performed and except where expressly stated to the contrary. This Customer Agreement shall be binding on and shall endure for the benefit of each of your and our successors in title or legal personal representatives.
- 45.8** All disclaimers, indemnities and exclusions in this Customer Agreement shall survive the termination of this Customer Agreement.
- 45.9** If any provision of this Customer Agreement or part thereof is rendered void, illegal or unenforceable by any legislation to which it is subject, it shall be rendered void, illegal or unenforceable to that extent and no further and, for the avoidance of doubt, the rest of this Customer Agreement shall continue in full force and effect and the legality, validity and enforceability of the whole of this Customer Agreement in any other jurisdiction shall not be affected.
- 45.10** This Customer Agreement supersedes any previous agreement between you and us in relation to the matters dealt with herein and represents the entire understanding between you and us in relation thereto.
- 45.11** Unless expressly stated otherwise in this Customer Agreement, a person who is not a party to this Agreement has no rights under the Contracts (Rights of Third Parties) Act (Cap 53B of Singapore). Nothing in this Customer Agreement is intended to grant any third party any right to enforce any provision in this Customer Agreement.



**45.12** This Customer Agreement may be signed in any number of counterparts and by you and us on separate counterparts, each of which when so executed shall be an original, but all counterparts shall together constitute one and the same document.

**45.13** This Customer Agreement shall be governed by, and construed in accordance with, the laws of Singapore.

## **46 Definitions**

**46.1** For the purposes of this Customer Agreement (which shall include all other Schedules and Annexes attached hereto), the following words and phrases shall have the following meaning:

**“Access Methods”** shall mean any User identification, passwords and other security credentials assigned to you and required to access and use the Longbridge Platform.

**“Account”** shall mean an account opened for you, our Customer, and maintained with Long Bridge Securities following acceptance by Long Bridge Securities of the Customer’s application or written request under which the Customer effects Transactions or uses Services pursuant to this Customer Agreement, its Annexes and Schedules as applicable.

**“Account Opening Form”** shall mean the forms or documents (whether online or not) prescribed by us from time to time to be completed and signed by you for the purpose of opening and maintaining an Account, entering into Transactions or receiving any Services under this Customer Agreement.

**“Accredited Investor”** shall have the same meaning ascribed to it in the **SFA**.

**“Affiliate”** shall mean any person or entity which directly or indirectly, controls or is controlled by or is under common control with the company and for the purposes of this definition, a person is in "control" of a company, if:

(a) it is in accordance with such person's directions or instructions that the directors of the company or of another company of which it is a subsidiary are accustomed to act; or

(b) such person, either alone or with any *Associate*, is entitled to exercise, or control the exercise of, more than 20% of the voting power at general meetings of the company or of another company of which it is a subsidiary;

In particular, in relation to the Long Bridge Securities, an Affiliate includes any subsidiaries, related companies, holding companies, offices, branches, or representative offices of the Company and their respective successors and assigns.

“Associate” shall mean: any firm or corporation in which Long Bridge Securities’ 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.

**“Applicable Laws”**

shall mean all relevant or applicable statutes, laws, rules, regulations, notices, orders, by-laws, 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 or Transaction is subject to, as may be amended from time to time.

**“Authorised Person(s)”**

shall mean, in the case of an individual Customer, the Customer and any person specified as such in the Account Opening Form, or, in the case of a corporate Customer, any person specified as such in the Account Opening Form, and in either case such other person(s) appointed in substitution therefor or in addition thereto and notified in writing to Long Bridge Securities by the Customer and such appointment shall be effective from the time of actual receipt of such notification by the Long Bridge Securities.

**“Banking Act”**

shall mean the Banking Act, Chapter 19 of Singapore, as amended or supplemented from time to time.

**“Book-Entry Securities”**

shall have the meaning ascribed to it in the Companies Act (Chapter 50) of Singapore.

**“Broker”**

shall refer to any executing broker, clearing broker or any other broker appointed from time to time to execute, clear or otherwise act as broker in respect of trades in Capital Markets Products, and includes Long Bridge Securities where Long Bridge Securities acts as broker.

**“Business Day”**

shall mean a day (other than a Saturday or Sunday or public holiday) on which banks in Singapore are open for business.

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

<b>“Customer”</b>	shall mean the individual person(s), corporation, partnership or sole proprietorship named in the Account Opening Form (Individual/ Corporate) of Long Bridge Securities as the applicant(s), and includes such person or corporation’s assignees and/or Authorised Person(s), successors-in-title and agents as applicable.
<b>“Customer Agreement”</b>	shall mean the document titled <b>“Terms &amp; Conditions Governing Customer Securities’ Trading Account”</b> , together with all Annexes, Schedules, disclosures, terms, conditions included on our Platform or website, as applicable, and which may be amended, modified, supplemented or replaced from time to time.
<b>“Custodial Services”</b>	shall mean the custody services provided in accordance with <b>Annex 6: Electronic Trading Services on Longbridge Platform</b> and <b>Schedule C: Custodial Services Terms</b> .
<b>“Customer Account Review (‘CAR’)”</b>	shall have the meaning ascribed to the term "Customer Account Review" under the Notice on the Sale of Investment Products issued by the MAS under the <b>SFA</b> .
<b>“Customer Knowledge Assessment (‘CKA’)”</b>	shall have the meaning ascribed to the term “Customer Knowledge Assessment” under the <b>MAS Notice SFA 04-N12: Notice on the Sale of Investment Products</b> and <b>MAS Notice FAA-N16: Notice on Recommendations on Investment Products</b> .
<b>“Intermediaries”</b>	shall have the meaning ascribed to it in <b>Clause 14 of the Customer Agreement</b> .
<b>“Electronic Trading Services”</b>	shall mean any electronic trading and other services or facilities which Long Bridge Securities or related companies within the Longbridge Group may make available to you from time to time, including through or at the Longbridge Platform, which allows for transmission, storage and processing of electronic Instruction(s) and account maintenance and offered via electronic means, including any electronic, computerised or telecommunication devices or modes of operating Accounts in or outside Singapore, and where the context requires, also means any Access ID or Password used to access electronic trading services via the Longbridge Platform.

<b>“Excluded Investment Products” or “EIPs”</b>	means any capital markets products that belong to a class of Capital Markets Products listed in the <b>Schedule to the Securities and Futures (Capital Markets Products) Regulations 2018</b> and as defined in <b>MAS Notice SFA 04-N12: Notice on the Sale of Investment Products</b> and <b>MAS Notice FAA-N16: Notice on Recommendations on Investment Products</b> .
<b>“Excess Funds”</b>	shall have the meaning given to it in <b>Clause 23 of the Customer Agreement</b> .
<b>“Expert Investor”</b>	shall have the same meaning ascribed to it in the <b>SFA</b> .
<b>“Fees”</b>	shall have the meaning ascribed to it in <b>Clause 13 of the Customer Agreement</b> .
<b>“Force Majeure Event”</b>	shall have the meaning ascribed to it in <b>Clause 29.7 of the Customer Agreement</b> .
<b>“Gross Negligence”</b>	in relation to a person, shall mean a standard of conduct beyond negligence whereby that person acts with reckless disregard for the consequences of a breach of duty of care owed to another.
<b>“Institutional Investor”</b>	shall have the same meaning ascribed to it in the <b>SFA</b> .
<b>“Instructions”</b>	shall mean any Customer’s communication, instruction, order, message data or information transmitted to us by the Customer or their Authorised Person/s, electronically through or pursuant to the Platform or otherwise referable to your Access Methods, or any information delivered to us, including both online or offline by any methods including but not limited to oral, phone, email, internet or any other electronic means or written form, as well as any instruction, request or order to revoke, ignore or vary any previous request or order in respect of a Transaction or Account.
<b>“Intermediary”</b>	shall have the meaning given to it in <b>Clause 14.1 of the Customer Agreement</b> .
<b>“Intermediary Default”</b>	shall have the meaning given to it in <b>Clause 14.3 of Customer Agreement</b> .
<b>“Know-Your-Customer and Anti-Money Laundering”</b>	shall mean the prevention of money laundering, tax evasion and the countering of financing of terrorism.

<b>“Listed Specified Investment Products” or “Listed SIPs”</b>	shall mean a Specified Investment Product which is approved-in-principle for listing and quotation on, or listed for quotation or quoted on, an organised market.
<b>“Log-in Identifiers”</b>	shall mean certain information which is used in conjunction with the Passwords in order to gain access to the Electronic Trading Services in connection with the Access Methods.
<b>Longbridge Group”</b>	shall mean the group companies comprising Long Bridge Securities Pte. Ltd. and its parent company as well as Affiliates.
<b>“Loss”</b>	shall mean 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.
<b>“Margin Account”</b>	means an Account to provide financing facilities to the Customer through margin trading in Marginable Products and governed by <b>Schedule E: Terms of Margin Financing</b> .
<b>“Margin Facility”</b>	means the financing facility granted (or to be granted) by Long Bridge Securities to the Customer for the purchase of Marginable Products, governed by <b>Schedule E: Terms of Margin Financing</b> .
<b>“Marginable Products”</b>	means Capital Markets Products acceptable to Long Bridge Securities 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.
<b>“MyInfo”</b>	MyInfo is a digital service platform run by the Singapore Government. MyInfo stores personal data on users collected from different public agencies for Singapore citizens and residents. In particular, MyInfo enables users to fill in digital forms automatically when performing online transactions.
<b>“Outstanding Balance”</b>	shall have the meaning given to it in <b>Clause 29.5 of the Customer Agreement</b> .
<b>“Password”</b>	shall mean the Customer’s password(s) and such other encryption and security measures used in conjunction with the

	<p>Login Identifiers, in order to gain access to the Electronic Trading Services in connection with the Access Methods.</p>
<b>“Personal Data”</b>	<p>shall include any data about an individual who can be identified from that data such as the individual’s name, NRIC, passport or other identification number, telephone numbers, address, email address and any other information relating to the individual, which the Customer has provided to Long Bridge Securities and any other information to which Long Bridge Securities has or is likely to have access.</p>
<b>“Physical Securities”</b>	<p>shall mean physical scrip or certificates being Securities of any kind or physical scrip or certificates evidencing or representing title to Securities of any kind, but excludes Scripless Securities and Book-Entry Securities.</p>
<b>“Platform” or “Longbridge Platform”</b>	<p>shall mean the online platform–operated by Longbridge Group (including Long Bridge Securities and/or its Affiliate/s), accessible through mobile application, desktop application, website, and any other product or service.</p>
<b>“Scripless Securities”</b>	<p>shall mean Securities of any kind whatsoever the trading or transactions of which are cleared or settled through any book-entry or scripless system whether in Singapore or elsewhere but excludes Book-Entry Securities.</p>
<b>“Securities”</b>	<p>shall have the meaning as defined under the <b>SFA</b>.</p>
<b>“Services”</b>	<p>shall mean the products and services, including but not limited to the Electronic Trading Services and all services provided in conjunction with the Electronic Trading Services, which are offered by Long Bridge Securities to its Customer who has opened an account.</p>
<b>“SFA”, “SFR”</b>	<p>shall refer to the Securities and Futures Act (Chapter 289 of Singapore) (“<b>SFA</b>”)and all subsidiary legislation, including the Securities and Futures Regulations (“<b>SFR</b>”), notices, directives and guidelines thereunder, as amended or supplemented from time to time.</p>
<b>“Specified Investment Products” or “SIPs”</b>	<p>shall mean any capital markets products other than an Excluded Investment Product, as defined in <b>MAS Notice SFA 04-N12: Notice on the Sale of Investment Products</b> and <b>MAS Notice FAA-N16: Notice on Recommendations on Investment Products</b>.</p>
<b>“Sub-custodian”</b>	<p>shall have the definition given to it in <b>Clause 3.1 of Schedule C: Custodial Services Terms</b>.</p>

<b>“Transaction”</b>	shall include transactions in such Capital Markets Products or such other products as Long Bridge Securities may from time to time permit to be carried out under an Account.
<b>“Treasury Department”</b>	shall mean the United States (U.S.) Treasury Department.
<b>“Unlisted Specified Investment Products” or “Unlisted SIPs”</b>	shall mean a Specified Investment Product other than a Listed Specified Investment Product.
<b>“US Person”</b>	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.
<b>“US Tax Code”</b>	shall mean the United States Internal Revenue Code of 1939, as amended.
<b>“Username”</b>	shall mean the user ID which the registered user of the Platform assigns for himself when he registers to use the Platform and includes, where an account is opened, the Customer shall be the only authorised user at all times.



**ANNEX 1****RISK DISCLOSURE STATEMENT (Type 1)**

1. You are fully aware of the risk relating to Transactions entered into. In particular, you understand that:
  - (a) your investments are not "capital protected" and therefore, you may lose your capital by entering into the Transactions;
  - (b) all Transactions, arrangements entered into and actions taken by us on your behalf will be made by us as your agent, for your sole account and at your sole risk;
  - (c) where the investments are listed outside Singapore, such investments are subject to the laws and regulations of the jurisdiction they listed and you are aware of the risks involved with investing in such products, including but not limited to differences in regulatory regime and investor protection, differences in legal systems, jurisdiction specific costs (including tax related costs), exposure to foreign counterparty and correspondent broker risks, and exposure to the political, economic and social developments and understand its contents;
  - (d) your payments or receipts under a Transaction will be linked to changes in the particular financial market or markets to which the Transaction is linked, and you will be exposed to price, currency exchange, interest rate or other volatility in that market or markets. You may sustain substantial losses on the investments if the market conditions move against your positions. It is in your interest to fully understand the impact of market movements, in particular the extent of profit/loss you would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if you must liquidate a position if market conditions move against you. Your position may be liquidated at a loss, and you will be liable for any resulting deficit in your Account with us; and
  - (e) the fluctuations in foreign currency rates have an impact on the profit/loss and the investments where the Transaction is denominated or settled in a different currency from the currency where you carry on your ordinary business or keep your accounts.
2. You agree that you are solely responsible for making your own independent investigation and appraisal of all investments and your own independent verification of any advice, recommendations, view, opinion or information provided by us. You shall fully understand and familiarise itself with all the terms and conditions of each investment and the risks involved and agree that you will only accept our recommended Investment Strategy and Transactions based on your own independent review and determination that the Investment Strategy and/or investments are suitable and

appropriate for you, taking into account your specific objectives, financial situation, investment experience, knowledge and particular needs.

3. You agree and acknowledge that you have made all necessary enquiries and we have informed you of all material features of and risks involved in respect of the investments including but not limited to information on:
- (a) the nature and objective of the investments;
  - (b) the key benefits and risks of the investments;
  - (c) details of the providers of the investments;
  - (d) your key rights with respect to the investments;
  - (e) the intended investment horizon of the investments;
  - (f) the ease of converting the investments to cash;
  - (g) the expected level of your risk tolerance in respect of the investments;
  - (h) the commitment required from you in respect of the investments;
  - (i) the pricing of the investments;
  - (j) the fees and charges to be borne by you in respect of the investments;
  - (k) the frequency of reports to be provided to you in respect of the investments;
  - (l) any applicable charges or restrictions on withdrawal, surrender or claim procedures of the investments;
  - (m) any applicable warnings, exclusions and disclaimers; and
  - (n) information in relation to where the prospectus in respect of the investment (if applicable) may be accessed, or if we consider it appropriate, an abridged version of such prospectus.
4. Unless you have a specific agreement with us for the provision of advisory services, you accept that our relationship with you in relation to the Trading Services is purely as execution only Broker/dealer or as a counterparty to you. In either case, Long Bridge Securities is not obliged to provide you with any financial advice and where our employees or representatives may answer your queries, such answers should not be assumed to be backed by any prior reasonable due diligence or research or be specifically suitable for reliance by yourself or to your specific financial needs and objectives and you agree to verify the same with your independent advisers.

5. You expressly acknowledge that you have the appetite to assume all economic consequences and risks of the investments and to the extent necessary, have consulted your own tax, legal and other advisers.
6. You also acknowledge that we may have an interest in the subject of the report or recommendation, may be a counterparty to any investments entered into by you and/or may otherwise benefit from your investments.
7. You also acknowledge that you have read our Longbridge Platform Privacy Policy and Terms and Conditions on our webpage at <https://longbridge.sg>

## ANNEX 2

**RISK WARNING STATEMENT: Specific to Trading in Overseas-Listed Investment Products (Type 2)****RISK WARNING STATEMENT****OVERSEAS-LISTED INVESTMENT PRODUCTS****RISK WARNING**

An overseas-listed investment product\* is subject to the laws and regulations of the jurisdiction it is listed in. Before you trade in an overseas-listed investment product or authorise someone else to trade for you, you should be aware of:

- The level of investor protection and safeguards that you are afforded in the relevant foreign jurisdiction as the overseas-listed investment product would operate under a different regulatory regime.
- The differences between the legal systems in the foreign jurisdiction and Singapore that may affect your ability to recover your funds.
- The tax implications, currency risks, and additional transaction costs that you may have to incur.
- The counterparty and correspondent broker risks that you are exposed to.
- The political, economic and social developments that influence the overseas markets you are investing in.

These and other risks may affect the value of your investment. You should not invest in the product if you do not understand or are not comfortable with such risks.

*\*An "overseas-listed investment product" in this statement refers to a capital markets product that is listed for quotation or quoted only on overseas securities exchange(s) or overseas futures exchange(s) (collectively referred to as "overseas exchanges").*

1. This statement is provided to you in accordance with paragraph 29D of the MAS **Notice on the Sale of Investment Products (SFA04-N12)**.

2. This statement does not disclose all the risks and other significant aspects of trading in an overseas-listed investment product. You should undertake such transactions only if you understand and are comfortable with the extent of your exposure to the risks.
3. You should carefully consider whether such trading is suitable for you in light of your experience, objectives, risk appetite, financial resources and other relevant circumstances. In considering whether to trade or to authorise someone else to trade for you, you should be aware of the following:

**Differences in Regulatory Regimes**

- (a) Overseas markets may be subject to different regulations and may operate differently from approved exchanges in Singapore. For example, there may be different rules providing for the safekeeping of securities and moneys held by custodian banks or depositories. This may affect the level of safeguards in place to ensure proper segregation and safekeeping of your investment products or moneys held overseas. There is also the risk of your investment products or moneys not being protected if the custodian has credit problems or fails. Overseas markets may also have different periods for clearing and settling transactions. These may affect the information available to you regarding transaction prices and the time you must settle your trade on such overseas markets.
- (b) Overseas markets may be subject to rules which may offer different investor protection as compared to Singapore. Before you start to trade, you should be fully aware of the types of redress available to you in Singapore and other relevant jurisdictions, if any.
- (c) Overseas-listed investment products may not be subject to the same disclosure standards that apply to investment products listed for quotation or quoted on an approved exchange in Singapore. Where disclosure is made, differences in accounting, auditing and financial reporting standards may also affect the quality and comparability of information provided. It may also be more difficult to locate up-to-date information, and the information published may only be available in a foreign language.

**Differences in legal systems**

- (a) In some countries, legal concepts which are practised in mature legal systems may not be in place or may have yet to be tested in courts. This would make it more difficult to predict with a degree of certainty the outcome of judicial proceedings or even the quantum of damages which may be awarded following a successful claim.
- (b) The MAS will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions will be effected. (c) The laws of some jurisdictions may prohibit or restrict the repatriation of funds from such jurisdictions including capital, divestment proceeds, profits, dividends and interest arising from investment in such

countries. Therefore, there is no guarantee that the funds you have invested and the funds arising from your investment will be capable of being remitted.

- (c) Some jurisdictions may also restrict the amount or type of investment products that foreign investors may trade. This can affect the liquidity and prices of the overseas-listed investment products that you invest in.

#### **Different costs involved**

- (a) There may be tax implications of investing in an overseas-listed investment product. For example, sale proceeds or the receipt of any dividends and other income may be subject to tax levies, duties or charges in the foreign country, in Singapore, or in both countries.
- (b) Your investment return on foreign currency-denominated investment products will be affected by exchange rate fluctuations where there is a need to convert from the currency of denomination of the investment products to another currency or may be affected by exchange controls.
- (c) You may have to pay additional costs such as fees and Broker's commissions for transactions in overseas exchanges. In some jurisdictions, you may also have to pay a premium to trade certain listed investment products. Therefore, before you begin to trade, you should obtain a clear explanation of all commissions, fees and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

#### **Counterparty and correspondent broker risks**

- (a) Transactions on overseas exchanges or overseas markets are generally effected by your Singapore Broker through the use of foreign Brokers who have trading and/or clearing rights on those exchanges. All transactions that are executed upon your Instructions with such counterparties and correspondent brokers are dependent on their respective due performance of their obligations. The insolvency or default of such counterparties and correspondent brokers may lead to positions being liquidated or closed out without your consent and/or may result in difficulties in recovering your moneys and assets held overseas.

#### **Political, Economic and Social Developments**

- (a) Overseas markets are influenced by the political, economic and social developments in the foreign jurisdiction, which may be uncertain and may increase the risk of investing in overseas-listed investment products.

**ANNEX 3****RISK DISCLOSURE STATEMENT: Options Trading and Other Exchange-Traded Derivatives (Type 3)****Risk Disclosure Statement - Options and Other Exchange-Traded Derivatives**

To allow You, the Customer, to fully understand the risk associated with stock option and other exchange-traded derivative business such as warrants and callable bull/bear contracts (“CBBC”), Long Bridge Securities has prepared this risk disclosure statement for your information. Please read carefully the following contents. In case of any question, please contact the support staff of Long Bridge Securities. This risk disclosure statement does not cover all risks and important matters in the trading of options and other exchange-traded derivatives. You should understand the nature of the subject to be traded and the degree of risk you are responsible for before any trading. Not all Customers are suitable for participating in trading options and other exchange-traded derivatives, you should consider cautiously whether to participate in the trades aforesaid according to your own investment experience, financial strength and other relevant conditions.

**1. Options trading**

- (a)** You should fully be equipped with the financial strength, expertise and investment experience necessary for option trading before your option trading. You should consider cautiously whether to purchase options after fully evaluating your own risk tolerance, investment experience, knowledge of the product, risk control capability etc.
- (b)** You should understand the basic knowledge of options, relevant laws and regulations, the rules and announcements of the related Exchange(s), as well as the rules of Long Bridge Securities before you decide to participate in any options trading.
- (c)** You should fully understand the characteristics of risk associated with options before you decide to engage in any options trading. Unlike stock trading, option is a financial derivative featuring gearing, time delay, co-movement and high risk. An option trade is a margin trade. An option is an exchange traded SIP with high volatility. It is common to experience significant price increases or decreases in one single trading day. Options therefore expose you to higher risk. You may suffer substantial losses, which may even exceed your account deposits.
- (d)** You should carefully read the terms and conditions of contract and rules associated with options to be purchased as well as the relevant responsibilities before you decide to engage in any options trading. The relevant Exchange(s) may revise the terms and conditions of contract of the option not executed in some circumstances to reflect the change in relevant rights and interests.
- (e)** You should understand that the risks associated with sell option trading are generally higher than the risks of buy option trading. Although the seller may obtain a premium, the seller may also suffer from loss which exceeds the premium due to the fluctuation in the

price of contracted subject as the seller needs to perform the obligation of exercising. The Options market may experience less liquidity than the equity market. In instances of very low market liquidity, it is possible that enforced liquidation or execution at a very low /high price, resulting in a loss that exceeds the initial deposit.

- (f) During options trading, you should pay attention to the ex-dividend and ex-right in case of dividend allocation, dividend payout, shares donation, capitalizing of common reserves, shares allocation and shares splitting or combination with respect to the contract subject. The relevant Exchange(s) will adjust the contracting parties and exercise the price of the option contract within the period of validity, and the trading and settlement of the contract will be carried out as the terms and conditions of the contract after the adjustment.
- (g) Option trading are complicated. You should fully understand the rules of options trading, the correlation between the option price and the movement of the underlying stock price, to consider whether you can tolerate the risk of options investments before you decide to participate in option trading.
- (h) You should check the terms and conditions of the options contract and the related obligations (for example, under what circumstances you may be responsible for the expiration date of the option and the exercise limit of the option). In some cases, the exchange or clearing company may modify the details of the outstanding contracts (including the option exercise price) to reflect the changes in the relevant assets of the contract. Long Bridge Securities is not responsible for any loss of trading that may result from your lack of awareness of the related rules.

## 2. Warrants and CBBC in SGX-ST or Overseas Exchanges

### (a) **Issuer default risk**

In the event that a product issuer becomes insolvent and defaults on their listed securities, you will be considered as unsecured creditor and will have no preferential claims to any assets held by the issuer. You should therefore pay close attention to the financial strength and credit worthiness of structured product issuers before you participate in trading this kind of product.

“Issuers Credit Rating” showing the credit ratings of issuers is now available under the Issuer and Liquidity Provider Information sub-section under Derivative Warrants and under CBBCs section on the official website of SGX-ST and may be available other overseas Exchanges.

### (b) **Uncollateralized product risk**

There are no assets guarantee for uncollateralized structured products. In the event of issuer bankruptcy, you can lose your entire investments. You should read the listing documents to confirm if a product is uncollateralized.



(c) **Gearing risk**

Structured products such as derivative warrants, daily leverage certificates (“DLCs”) and callable bull/bear contracts (“**CBBCs**”) are leveraged and can change in value rapidly according to the gearing ratio relative to the underlying assets. You should be aware that the value of a structured product may fall to zero resulting in a total loss of the initial investment.

(d) **Expiry considerations**

Structured products have an expiry date after which the product may become worthless. You should be aware of the expiry time horizon and choose a product with an appropriate lifespan for their trading strategy.

(e) **Extraordinary price movement**

The price of a structured product may not match its theoretical price due to outside influences such as market supply and demand factors. As a result, actual traded prices can be higher or lower than the theoretical price.

(f) **Foreign exchange risk**

Your trading structured products with underlying assets not denominated in Singapore Dollar is also exposed to exchange rate risk due to currency rate fluctuations.

## ANNEX 4

## RISK DISCLOSURE STATEMENT: for Margin Trading (Type 4)

## RISK DISCLOSURE STATEMENT - MARGIN TRADING

Long Bridge Securities and/or clearing and custodial firm (collectively the “**Intermediaries**”) are furnishing this disclosure to you to provide some basic facts about the purchase and sale of securities on margin, and to alert you to the risks involved with trading securities in a Margin Account. Prior to trading securities in a Margin Account, you should carefully review Long Bridge Securities Margin Financing Terms. You may consult with Long Bridge Securities licensed representative any time regarding any questions or concerns you may have with your Margin Account.

When you purchase securities, you may pay for the securities in full or borrow part of the purchase price from Long Bridge Securities. If you choose to borrow funds from Long Bridge Securities, you must have a Margin Account with Long Bridge Securities. The securities purchased are our Company’s collateral for the loan to you. If the securities in your account decline in value, so does the value of the collateral supporting your loan, and, as a result, our Company can take action, such as issue a margin call and/or sell securities or other assets in any of your accounts, in order to maintain the required equity in the Account.

You should understand that pursuant to Long Bridge Securities Terms of Margin Financing, Long Bridge Securities generally will not issue margin calls, and may liquidate positions in your account in order to satisfy margin requirements without prior notice to you and without an opportunity for you to choose the positions to be liquidated or the timing or order of liquidation. The liquidation will incur a fee plus the broker commission.

In addition, it is important that you fully understand the risks involved in trading securities on margin. These risks include, but are not limited to, the following:

1. **You can lose more funds than you deposit in the Margin Account.** A decline in the value of the securities that are purchased on margin may require you to provide additional fund to the Firm to avoid the forced sale of those securities or other securities in your account(s).
2. **Our Company can force the sale of the securities in your Account(s).** If the equity in your account falls below the margin maintenance level requirement, or Long Bridge Securities’ higher “house” requirements, Long Bridge Securities can sell the securities in any of your accounts held at the Firm to cover the margin deficiency. You will also be responsible for any shortfall in the account after such a sale.

3. **Our Company can sell your securities without contacting you.** Some investors mistakenly believe that a firm must contact them for a margin call to be valid, and that the firm cannot liquidate securities in their accounts to meet the call unless the firm has contacted them first. This is not the case. Most firms will attempt to notify their Customers of margin calls, but they are not required to do so. However, even if a firm has contacted a Customer and provided a specific date by which the Customer can meet a margin call, the firm can still take necessary steps to protect its financial interests, including immediately selling or buying back securities without notice to the Customer. As mentioned above, Long Bridge Securities generally will not issue margin calls and can immediately sell your securities without notice to you in the event that your account has insufficient margin.
4. **You are not entitled to choose which securities in your account(s) are liquidated or sold to meet a margin call.** The securities are collateral for the margin loan, the Firm has the right to decide which securities to sell or liquidate to protect its financial interests.
5. **Long Bridge Securities can increase its “house” margin requirements at any time and is not required to provide you with advance written notice.** These changes in the Firm policy often take effect immediately and may result in the issuance of a maintenance margin call. Your failure to satisfy the call may cause the Firm to liquidate or sell securities in your account(s).
6. **You are not entitled to an extension of time on a margin call.** While an extension of time to meet margin requirements may be available to Customers under certain conditions such as if Long Bridge Securities chooses to issue margin call rather than immediately liquidating under margin positions, you do not have the right to the extension.

## Annex 5: Data Protection Policy

### Data Protection Policy

**LONG BRIDGE SECURITIES PTE. LTD.** (“**Long Bridge Securities**” or the “**Company**”) and its Affiliates (collectively referred to as “**we**”, “**our**” or “**us**” in this Data Protection Policy) operate the Longbridge Platform. We are committed to respecting and protecting your personal data collected through or in connection with the Platform during the course of providing our services to you.

#### 1. Introduction

We take our responsibilities under the Singapore Personal Data Protection Act 2012 (“**PDPA**”) seriously. We also recognise the importance of the personal data you have entrusted to us and believe that it is our responsibility to properly manage, protect and process your personal data.

This Data Protection Policy is designed to assist you in understanding how we collect, use, disclose and/or process the personal data you have provided to us, as well as to assist you in making an informed decision before providing us with any of your personal data.

If you, at any time, have any queries on this policy or any other queries in relation to how we may manage, protect and/or process your personal data, please do not hesitate to contact our Data Protection Officer (the “**DPO**”) at the contact details provided at the end.

This Data Protection Policy, together with the Terms and Conditions of the Longbridge Platform, sets out the basis on which we use and process any personal data we collect from you when Long Bridge Securities offers our services to you.

Please be informed that the Longbridge Platform may, from time to time, contain links to and from other platforms or websites of our partner networks, advertisers, affiliates or other third parties. If you follow a link to any of these platforms or websites, please note that these platforms websites have their own privacy policies. As these platforms and websites are not owned or operated by us, we do not accept any responsibility or liability for the contents of these platforms or websites and their privacy policies. *Please note that your access and provision of your personal data to these third-party platforms or websites are at your own risk. Please remember to check these other privacy policies before you submit any personal data to any such platforms or websites.*

#### 2. Summary

- 2.1** The purpose of this Data Protection Policy (“**Policy**”) is to inform you of how we collect, use, disclose, process or otherwise handle (“**Handles**”) your Personal Data (as defined below) which is subject to the **PDPA**.
- 2.2** Please read this Data Protection Policy so that you know and understand the purposes for which we collect, use and disclose your Personal Data.
- 2.3** By interacting with us, submitting information to us, or opening an account with us, you agree and consent to us collecting, using, disclosing and sharing your Personal Data, and disclosing such

Personal Data to our authorised service providers and relevant third parties in the manner set forth in this Data Protection Policy.

- 2.4 The portion of the Policy that applies to your personal data will depend on the nature of your transactions, agreements or interactions with us.
- 2.5 Please note that though we make an effort, as per legal requirements, to provide reasonably adequate information concerning our policies as it pertains to personal data, this Policy is not an exhaustive list of all the situations or scenarios concerning personal data. Please feel free to approach Long Bridge Securities Data Protection Officer (see **Section 12** below) if you need clarification about any specific situation.
- 2.6 We may from time to time update this Policy to ensure that this Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Policy as updated from time to time on the Longbridge Platform. Please check back regularly for updated information on the handling of your Personal Data.

### **3. Personal Data**

- 3.1 In this Policy, “Personal Data” refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.
- 3.2 Examples of such Personal Data you may provide to us include (depending on the nature of your interaction with us) your name, NRIC, passport or other identification number, telephone number(s), mailing address, email address, transactional data, network data and any other information relating to any individuals which you have provided us in any forms you may have submitted to us (including in the form of biometric data), or via other forms of interaction with you.
- 3.3 NRIC, passport and other state issued numbers (national identification numbers, or “NIN”) are requested for and Handled in accordance with applicable PDPA guidelines. Handling of NIN is necessary where the establishment of identity to a high degree of fidelity is needed – this is particularly so for the finance-related purposes given the need for verification and to prevent the risk of fraud and unauthorised activities.
- 3.4 Personal Data does not include data about a data subject which has been anonymised. Anonymisation is the process of removing identifying information such that the remaining data does not identify any particular individual. Techniques can include pseudonymisation, aggregation, replacement, data reduction, data suppression, data shuffling, or masking.
- 3.5 We practice and undertake reasonable safeguards to anonymise personal data in appropriate situations, balancing both the need to rely on and use sufficiently accurate and complete personal data to protect life and health, and avoid mistakes, injury or accidents.

### **4. Collection of Personal Data**

- 4.1 Generally, we collect Personal Data in the following ways:

- a) when you submit any form, including but not limited to application, registration, declaration or other forms (both electronically or physical hard copy forms);
- b) when you enter into any agreement or provide other documentation or information in respect of your interactions with us, or when you use our products and services;
- c) when you interact with our staff, including customer service officers, for example, via telephone calls (which may be recorded), letters, social media platforms and emails; or when you have meetings with us;
- d) when you interact with us via our website/ application,
- e) when you request that we contact you or request that you be included in an email or other mailing list or distribution list;
- f) when you respond to our promotions, initiatives or to any request for additional Personal Data;
- g) when you submit an employment application or when you provide documents or information including your resume and/or CVs in connection with any appointment as an officer, director, representative or any other position;
- h) when your images are captured/taken by us or our representatives on photographs or videos through events, virtual or otherwise, organised by Long Bridge Securities, as attended by yourselves
- i) when you are contacted by, and respond to, our sales representatives or our marketing representatives or customer service officers;
- j) when we seek information about you and receive your Personal Data in connection with your relationship with us, including for our products and services or job applications, for example, from, public agencies, your ex-employer, referral intermediaries and the relevant authorities; and/or
- k) when you submit your Personal Data to us for any other reason.

**4.2** When you browse our websites, you generally do so anonymously but please see the section below on cookies. We do not, at our website, automatically collect Personal Data unless you provide such information or login with your account credentials.

## **5. Purposes for the Collection, Use and Disclosure of Your Personal Data**

**5.1** Generally, we collect, use and disclose your Personal Data for the following purposes:

- a) responding to your queries, feedback, complaints and requests;
- b) verifying your identity as part of initial and on-going Know-Your-Customer (“KYC”) due diligence process to fulfil our obligations with respect to Anti-Money Laundering and Countering of the Financing of Terrorism;
- c) managing the administrative and business operations of Long Bridge Securities and complying with internal policies and procedures;

- d) requesting feedback or participation in surveys, as well as conducting market research and/or analysis for statistical, profiling or other purposes for us to design our products, understand customer behaviour, preferences and market trends, and to review, develop and improve the quality of our products and services that we may provide to you;
- e) matching any Personal Data held which relates to you for any of the purposes listed herein;
- f) preventing, detecting and investigating crime and analysing and managing commercial risks
- g) monitoring our interactions with you for quality assurance, employee training and performance evaluation and identity verification purposes;
- h) in connection with any claims, actions or proceedings (including but not limited to drafting and reviewing documents, transaction documentation, obtaining legal advice, and facilitating dispute resolution), and/or protecting and enforcing our contractual and legal rights and obligations;
- i) conducting investigations relating to audit, disputes, billing or fraud;
- j) meeting or complying with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on Long Bridge Securities (including but not limited to responding to regulatory complaints, disclosing to regulatory bodies and conducting audit checks, due diligence and investigations, including conducting contact tracing when required as carried out during the Covid-19 pandemic); and/or
- k) purposes which are reasonably related to the aforesaid.

**5.2** In the sections that follow, we set out some of the purposes which apply to collection or use of personal data in certain scenarios or depending on the nature of our relationship and also identify some of the relevant recipients in the disclosure of personal data. We would also highlight that while a party may be listed as a recipient or source of personal data in these sections, that same party may also be a recipient or source (albeit not listed or mentioned expressly) in other scenarios.

**5.3 If you are an employee, director or authorised signatory of any organisation that is our counterparty:**

**5.3.1** The purposes for which such personal data is Handled includes:

- a) processing the application to facilitate the establishment of a business relationship with Long Bridge Securities;
- b) facilitating the daily operation of our products and services and providing customer service and support (including but not limited to processing payments, transactions, resolving any technical difficulties, disputes or problems that you may encounter in connection with the use of our products and services, suspected fraudulent transactions and attending to your requests;
- c) facilitating your appointment as an authorised signatory;

- d) facilitating back-end operations (including but not limited to disclosing required information to counterparties for administration and trade settlement);
- e) administering debt recovery and debt management;
- f) administering rewards and benefits;
- g) performing data analytics;
- h) conducting audit checks (including but not limited to reviewing and evaluating the adequacy and effectiveness of our Company's risk management, control and governance process, reliability and integrity of financial and operating information, and ensuring compliance with policies, plans, procedures, laws and regulations); and/or
- i) purposes which are reasonably related to the aforesaid.

#### **5.4 If you are an employee, officer or our external service provider:**

##### **5.4.1** The purposes for which such personal data is Handled includes:

- a) assessing your suitability as an external service provider or vendor for Long Bridge Securities;
- b) managing project, processing orders or managing the supply of goods and services;
- c) processing and payment of vendor invoices and bills;
- d) Conduct vendor onboarding and performance evaluations;
- e) managing business operations and product development;
- f) facilities management (including but not limited to maintaining the security of our premises); and/or
- g) purposes which are reasonably related to the aforesaid.

#### **5.5 If you submit an application to us as a candidate for employment:**

##### **5.5.1** The purposes for which such personal data is Handled includes:

- a) conducting interviews;
- b) processing your application (including but not limited to pre-recruitment checks involving your qualifications and facilitating interviews);
- c) obtaining employee references and for background screening (including but not limited to reviewing your details for security purposes);
- d) assessing your suitability for the position applied for;
- e) facilities management (including but not limited to maintaining the security of our premises and recording entries and exists); and/or
- f) purposes which are reasonably related to the aforesaid.

#### **5.6 If you sit on our Board of Directors:**

##### **5.6.1** The purposes for which such personal data is Handled includes:

- a) facilitating your appointment as a board member;
- b) maintaining statutory registers and to manage the publication of directors' statistics on annual reports and circulars;



- c) facilitating the execution of duties and administrative matters; and/or
- d) purposes which are reasonably related to the aforesaid.

## **5.7 If you are our employee:**

### **5.7.1** The purposes for which such personal data is Handled includes:

- a) onboarding and facilitating your appointment as an employee;
- b) payroll processing;
- c) facilitate enrolment of any employee benefits (e.g. medical or insurance benefits) and other benefits that may be entitled;
- d) facilitating the execution of duties and administrative matters;
- e) organising training and development programs;
- f) registering you for courses;
- g) assessing your performance;
- h) communicating with you as required by Long Bridge Securities to comply with its policies and processes, including for business continuity purposes; and
- i) any other purposes relating to the aforesaid.

### **5.8** Furthermore, where permitted under the PDPA, we may also collect, use and disclose your Personal Data for the following “**Additional Purposes**”:

- a) providing or marketing additional products, services and benefits to you, including but not limited to special events, promotions, loyalty and reward programmes from Long Bridge Securities;
- b) matching Personal Data with other data collected for other purposes and from other sources (including but not limited to third parties) in connection with the provision, marketing or offering of products and services by Long Bridge Securities;
- c) leads generation and management for marketing Long Bridge Securities products and services;
- d) administering and organising contests, lucky draws, promotional events, competitions and marketing campaigns (including using such Personal Data to inform winning participants), and personalising your experience at Long Bridge Securities’ touchpoints;
- e) communicating to you on advertisements involving details of our products and services, special offers and rewards, which we have identified may be of interest to you;
- f) conducting market research and surveys to enable us to understand and determine customer location, preferences and demographics for us to offer you products and services as well as special offers and marketing programmes which may be relevant to your preferences and profile; and/or
- g) purposes which are reasonably related to the aforesaid.

## **6 Use of Telephone numbers (both Singapore and non-Singapore) for Marketing**

- 6.1** If you have provided your telephone number(s) and have indicated that you consent to receiving marketing or promotional information via your telephone number(s), then from time to time, we may contact you using such telephone number(s) (including via voice calls, text, fax or other means) with information about our products and services.
- 6.2** In relation to particular products and services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.
- 6.3** You have a choice to withdraw your consent for receiving marketing or promotional materials/communication. If you request us to do so, you may contact us using the contact details set out in **Section 12** below.
- 6.4** Please be aware that once we receive confirmation that you wish to withdraw your consent for marketing or promotional materials/communication, it may take up to 30 working days for your withdrawal to be reflected in our systems. Therefore, you may still receive marketing or promotional materials/communication during this period of time.
- 6.5** Please note that even if you withdraw your consent for the receipt of marketing or promotional materials, we may still contact you for other purposes in relation to the products and services that you have requested from Long Bridge Securities. If you wish to find out more about withdrawal of your consent, please see details provided in **Section 11** below.

## **7 Disclosure of Personal Data**

- 7.1** We will take reasonable steps to protect your Personal Data against unauthorised disclosure. Subject to the provisions of any applicable law, your Personal Data may be disclosed, for the purposes listed above (where applicable), to the following entities or parties, whether they are located overseas or in Singapore:
- a)** Long Bridge Securities and the Longbridge Group;
  - b)** vendors or third party service providers in connection with marketing promotions and services offered by us;
  - c)** credit bureaus, or in the event of default or disputes, any debt collection agencies or dispute resolution centres;
  - d)** our professional advisers such as consultants, auditors and lawyers;
  - e)** relevant government ministries, regulators, statutory boards or authorities or law enforcement agencies to comply with any laws, rules, guidelines and regulations or schemes imposed by any governmental authority;
  - f)** anyone to whom we transfer or may transfer our rights and obligations and/or
  - g)** any other party to whom you authorise us to disclose your Personal Data to.

- 7.2** We require that organisations outside Longbridge Group which Handle or obtain Personal Data as service providers, vendors, or other entities which Long Bridge Securities work with, acknowledge the confidentiality of this data, undertake to respect any individual's right to privacy and comply with the PDPA. Long Bridge Securities also require that these organisations use this information only for our purposes and follow our reasonable directions with respect to this information.
- 7.3** In carrying out our business, it may be necessary for Long Bridge Securities to share information about you with and between the Longbridge Group and third party service providers. Some of these related corporations and third party service providers may be located in countries outside Singapore that may not afford an adequate protection to Personal Data or have protections in place which are similar to those in your country of residence. However, we will take reasonable steps to ensure that your Personal Data transmitted outside of your country of residence is adequately protected.
- 7.4** While we will not disclose Personal Data provided to us to third parties without first obtaining the relevant consent(s) permitting us to do so, please note that we may disclose the Personal Data you provided to third parties *without first obtaining your consent in certain situations*, including, without limitation, the following:
- a) cases in which the disclosure is required or authorised based on the applicable laws and/or regulations;
  - b) cases in which the purpose of such disclosure is clearly in your interests, and if consent cannot be obtained in a timely way;
  - c) cases in which the disclosure is necessary to respond to an emergency that threatens the life, health or safety of yourself or another individual;
  - d) cases in which the disclosure is necessary for any investigation or proceedings;
  - e) cases in which the Personal Data is disclosed to any officer of a prescribed law enforcement agency, upon production of written authorisation signed by the head or director of that law enforcement agency or a person of a similar rank, certifying that the Personal Data is necessary for the purposes of the functions or duties of the officer;
  - f) cases in which the disclosure is to a public agency and such disclosure is necessary in the public interest; and/or
  - g) where such disclosure without your consent is permitted by the PDPA or by law.
- 7.5** However, depending on the nature of your request and the Personal Data concerned we may not be able to process your registration or request, or continue providing you with the products or services requested or administer any contractual relationship which may be in place.

## **8 Security and Retention**

- 8.1** We will safeguard the confidentiality of your Personal Data, whether you interact with us personally, by telephone or mail, over the Internet or other electronic media. We hold Personal Data in a combination of secure computer storage facilities and paper based file and other records and take steps to protect the Personal Data we hold from misuse, loss, unauthorised access, modification or disclosure.
- 8.2** We do not keep Personal Data longer than is necessary and will destroy or anonymise Personal Data which we no longer require.
- 8.3** We will take reasonable steps using administrative, technical and physical safeguards to protect your Personal Data. Appropriate security arrangements will be taken to prevent any unauthorised access, collection, use, disclosure, copying, modification, leakage, loss, damage and/or alteration of the Personal Data provided. However, we cannot assume responsibility for any unauthorised use of such Personal Data by third parties which are wholly attributable to factors beyond our control.
- 8.4** We will retain your information for a term which shall not exceed the time strictly necessary for the purposes set out in this Policy, or for our legal or business purposes. In any case, such retention will not exceed seven (7) years after the last contract between you and us, unless you continue to have a subsisting relationship with us.

## **9 Use of Cookies and Similar Technologies**

- 9.1** When you interact with us on the Longbridge Platform, we automatically receive and record information on our server logs from your browser. We may employ cookies in order for our server to recognise a return visitor as a unique user including, without limitation, monitoring information relating to how a visitor arrives at the website, what kind of browser a visitor is on, what operating system a visitor is using, a visitor's IP address, and a visitor's click stream information and time stamp (for example, which pages they have viewed, the time the pages were accessed and the time spent per web page).
- 9.2** Cookies are small text files stored in your computing or other electronic devices which allow us to remember you. The cookies placed by our server are readable only by us, and cookies cannot access, read or modify any other data on an electronic device. All web-browsers offer the option to refuse any cookie, and if you refuse our cookie then we do not gather any information on you.
- 9.3** Should you wish to disable the cookies associated with these technologies, you may do so by changing the setting on your browser. However, you may not be able to enter certain part(s) of the Longbridge Platform.

### **9.4 Types of Cookies**

There are two main types of cookies:

- a) **Session cookies:** these are temporary cookies that expire at the end of a browser session; that is, when you leave the website/application. Session cookies allow the

website/application to recognise you as you navigate between pages during a single browser session and allow you to use the website/application most efficiently.

- b) **Persistent cookies:** in contrast to session cookies, persistent cookies are stored on your equipment between browsing sessions until expiry or deletion. They therefore enable the website/application to recognise you on your return, remember your preferences, and tailor services to you.

In addition to session cookies and persistent cookies, there may be other cookies which are set by the website/application which you have chosen to visit, such as this website/application, in order to provide us or third parties with information.

## 9.5 Our use of Cookies

*We use session cookies to:*

- a) help us maintain security and verify your details whilst you use the website/application as you navigate from page to page, which enables you to avoid having to re-enter your details each time you enter a new page.

*We use persistent cookies to:*

- a) help us recognise you as a unique user when you return to our website/application so that you do not have to input your details multiple times as you move between our pages or services;
- b) remember how you have customised your use of this website/application, such as the region that you are in; and
- c) collect and compile anonymous, aggregated information for statistical and evaluation purposes to help us understand how users use the website/application and help us improve the structure of our website/application.

Many cookies are designed to give you optimal usage of the website/application. For example, we use cookies to enable you to improve your user experience when using our website/application, e.g. a cookie which recognises if your browser supports specific technology features. This helps, for example, in enabling web pages/application to be loaded more quickly when you request the download of a large file.

Some of our cookies may collect and store your personal information, enable the website/application to recognise you on your return and remember your preferences setting. We are committed to respecting and protecting your privacy and will ensure that all personal information collected by us is kept and treated in accordance with our Data Protection Policy.

## 9.6 Refusing Cookies on the Website/ Application

- a) Most browsers are initially set to accept cookies. However, you have the right to disable cookies if you wish, generally through changing your internet software browsing settings.

- b) It may also be possible to configure your browser settings to enable acceptance of specific cookies or to notify you each time a new cookie is about to be stored on your computer/mobile device enabling you to decide whether to accept or reject the cookie.
- c) To manage your use of cookies there are various resources available to you, for example the "Help" section on your browser may assist you. You can also disable or delete the stored data used by technology similar to cookies, such as Local Shared Objects or Flash cookies, by managing your browser's "add-on settings" or visiting the website of its manufacturer.
- d) As our cookies allow you to access some of our website/application's features we recommend that you leave cookies enabled. Otherwise, if cookies are disabled, it may mean that you experience reduced functionality or will be prevented from using this website/application altogether.

### **9.7 Cookie Homogeneity Technology**

In addition to cookies, we use Authorization or Web Beacon and other similar technologies on the website. Authorization is an HTTP protocol header that is passed behind the browser and the server of the Internet, instead of cookie use. The Web Beacon can calculate who browses the web or access some cookies. We use Authorization to record your identity and collect information about your web browsing activities through the Web Beacon, such as Internet Protocol (IP) Address, Browser Type, Internet Service Provider (ISP), Visited Pages, Operating System, Date/Time Stamp, Click Data Stream, and so we can learn more about and improve our products and services.

### **9.8 SDK Technology**

The Longbridge Platform embeds third-party software developer kit ("SDK") and collects some information from you to ensure that you can use our Longbridge Platform normally. We will conduct strict security monitoring of APIs, SDKs and other SDKs and agree with authorizing partners on strict data protection measures to enable them to process personal information in accordance with our delegated purpose, service instructions, this Data Protection Policy and any other relevant confidentiality and security measures.

## **10. Managing Consents**

- 10.1** The purpose of this Policy is to not only inform you of the purposes and business contact information of the Data Protection Officer (see **Clause 11** below), but to also provide with you further information which is relevant to the way in which we may also manage your consent arrangements in respect of your Personal Data where such consents are required or not subject to an exception.

Deemed Consent by Conduct

- 10.2** Without prejudice to other consents or rights we may have under the PDPA or at law, and in the daily course of our dealings with you both in the past, now and in the future, you may have provided us with your Personal Data in connection with the purposes which have already been notified to you either in this current or earlier version of this Policy. Where so, your consent to the collection, use or disclosure of your Personal Data for such purposes would have been deemed by your provision of your Personal Data except where we have explicitly indicated a separate consent is required.

Deemed Consent for contractual necessity

- 10.3** Where we have entered into a contract with you under which we are to execute contractual obligations owed to you, and without prejudice to other consents or rights we may have under the PDPA or at law, your Personal Data will be collected, used or disclosed by other organisations with whom we collaborate in accordance with the Policy to the extent it is reasonably necessary for us to fulfil our contractual obligations or to exercise our contractual rights, in relation to you.
- 10.4** These other organisations may in turn collect, use or disclose your Personal Data in order to carry out these necessary purposes and that may in turn include further disclosures to third party organisations. In each case the collections, uses and disclosures of such Personal Data are limited to the necessary purposes.
- 10.5** In the event that your contract with us is terminated or expires for any reason whatsoever, such reasonably necessary purposes will continue to apply to allow us to discharge our obligations and exercise our rights in accordance with the termination or expiry of the contract employment but also to manage our rights and obligations which survive such termination or expiry, including our duties at law that apply beyond your contract of employment with us.

Deemed Consent by Notification

- 10.6** Without prejudice to other consents or rights we may have under the PDPA or at law, we may, having first taken measures (including conducting relevant assessments, identify reasonable measures to eliminate, mitigate or avoid any identified adverse effects, and apply or other requirements as prescribed by law) choose to manage additional or future further consents required of you under this Policy, by issuing a notice to you ("**Notice**"), providing you with information on:
- a) Our intention to collect, use or disclose your Personal Data; and
  - b) The purposes for which the Personal Data will be collected, used or disclosed.
- 10.7** Where so, this Notice will be issued to you via email against your last known and updated email address (or, alternatively, any other mode which we reasonably consider is most likely to result

in your receiving the Notice), and you will be given thirty (30) days (or such longer period as we may reasonably deem appropriate) within which to let us know if you do NOT consent.

In the event that we do not receive a response to that effect, we will proceed on the basis that such consent is deemed pursuant to the PDPA.

**10.8** Kindly note that your response should be unambiguous so we are able to apply your Instructions and that we may seek verification of such Instructions and your identity to confirm the Instructions are duly authorised.

**10.9** You agree that you will let us know if you would prefer another mode by which such a Notice or communications in connection with this would be preferred failing which we will proceed on the basis as outlined above.

## **11 Withdrawal of Consent**

**11.1** You are entitled under applicable law to withhold / withdraw consent to the collection, use or disclosure of personal data, and we will respect your choices in this regard.

**11.2** However, if you withdraw your consent to any or all purposes and depending on the nature of your request, we may not be in a position to continue to provide our products or services to you. Without prejudice to the foregoing, you agree and acknowledge any withdrawal of your consents in accordance with the terms set out in this Policy will not affect any consent which you may have provided to us in respect of the use of your Singapore telephone number(s) for the receiving of marketing or promotional information.

## **12 Contacting Us – Feedback, Withdrawal of Consent, Access and Correction of your Personal Data**

**12.1** *If you:*

- a) have any questions or feedback relating to your Personal Data or our Data Protection Policy;
- b) would like to withdraw your consent to any use of your Personal Data as set out in this Data Protection Policy; or
- c) would like to obtain access and make corrections to your Personal Data records,

*you can contact us via email at [PDPA@longbridge.sg](mailto:PDPA@longbridge.sg) or by writing to Data Protection Officer (“DPO”) at:*

***For the attention of : DPO***

Long Bridge Securities Pte. Ltd.

10 Anson Road #05-01

International Plaza

Singapore 079903



**13. Governing Law**

This Data Protection Policy shall be governed in all respects by the laws of Singapore.

## Annex 6: Electronic Trading Services Provided on Longbridge Platform

### 1. Orders and Instructions relating to the Electronic Trading Services

- 1.1 Long Bridge Securities will execute orders for Transactions in Capital Markets Products on your behalf, at your risk and upon your specific Instructions, provided that the Capital Markets Products are of a type and are traded on markets in which Long Bridge Securities is prepared at its discretion to transact.
- 1.2 You expressly acknowledge and agree that it is your responsibility to understand how an order operates and the relevant rules and regulations of the exchanges in which the orders may be routed to before you place any such order with Long Bridge Securities and you are solely responsible for ensuring the accuracy and completeness of all Instructions.
- 1.3 Long Bridge Securities will accept phone or email orders, although we strongly encourage Customers to place their orders online via our Platform.
- 1.4 Long Bridge Securities is *not* obliged to act on any of your Instructions or enter into any Transaction with you for any reason and without giving any reason thereof and Long Bridge Securities shall not be responsible for or liable to you whatsoever as a result of such refusal to act, including but not limited to if:
  - (a) any Instructions are, in Long Bridge Securities opinion, incomplete, unclear, conflicting, ambiguous or inconsistent with any other Instructions;
  - (b) any Instructions might cause Long Bridge Securities to contravene any Applicable Laws (whether or not having legal and binding effect);
  - (c) Long Bridge Securities has any doubt on the authenticity, clarity or completeness of the Instruction; and
  - (d) the form or content of such Instruction is not in accordance with the requirements or policies or practices as prescribed by Long Bridge Securities from time to time.
- 1.5 Long Bridge Securities reserves the right to cause any of your orders to be routed for execution to one or more exchanges if Long Bridge Securities, in its discretion, determines that the same will result in the best execution of your order. We consequently cannot and do not warrant that our prices or the prices we secure for you for such transactions are or will at any time be the best price available to you. We may make a profit from a transaction with you no matter what result the transaction has from your point of view.
- 1.6 You understand, acknowledge and agree that Long Bridge Securities, its affiliates, its brokers, or other persons connected with any of them may be (i) assuming the role of the counterparty and dealing as principal for its own account; or (ii) acting as agent or trustee or Intermediary for the

counterparty in relation to the products, investments, or transactions which you transact in through or with the assistance or involvement of Long Bridge Securities.

- 1.7** You hereby irrevocably and unconditionally consent to Long Bridge Securities acting in such capacities or position of conflict and hereby authorise Long Bridge Securities to continue to enter into such transactions for you without prior notice before executing your Instructions and despite Long Bridge Securities acting in such capacities or position of conflict. You confirm that notwithstanding any such conflict of interest and any remuneration, profits, fees, commissions, rebates, discounts, or other benefits or advantages (whether financial or otherwise) which Long Bridge Securities may make or receive in respect thereof, you will have no claim against Long Bridge Securities for, and Long Bridge Securities shall be entitled to retain and shall have no obligation to disclose to you or any other person (and you or any other person shall not be entitled to ask for disclosure of) the fact or amount of any monetary gain or whatsoever. You also agree that Long Bridge Securities will not be responsible for any losses including loss of profit, or damage which may result from any such conflict.
- 1.8** You hereby irrevocably authorise Long Bridge Securities and its officers, employees, agents and representatives to act in accordance with your Instructions given by telephone, facsimile or any other form of electronic communication including internet messaging services by you and/or persons authorised in writing by you from time to time, including Instructions to transfer/remit funds from the Account(s) held with Long Bridge Securities to other account(s) or party(ies) where Customer may not be the beneficiary or sole beneficiary. You acknowledge 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.
- 1.9** You acknowledge and confirm 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.
- 1.10** You acknowledge that you are fully aware of and understand 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.
- 1.11** You will monitor your Instructions and safeguard the secrecy of its username and password and you agree that you 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 your Username in any manner whatsoever.

- 1.12** You agree that Long Bridge Securities and its officers, employees, agents and representatives may act as aforesaid without inquiry as to:
- 1.12.1** the authority of the person giving or purporting to give any Instruction; or
  - 1.12.2** 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 you, 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
  - 1.12.3** lack of authority in relation thereto, and without requiring further confirmation in any form, provided that Long Bridge Securities or the officer, employee, agent or representative concerned believed the Instruction to be genuine at the time it was given.
  - 1.12.4** Notwithstanding the foregoing and without prejudice to the generality of **Clause 1.4** above, Long Bridge Securities 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 Long Bridge Securities has any doubts as to the authenticity, clarity or completeness of such Instructions.

## **2. Electronic Trading Services**

- 2.1** While information may be shared with you by Long Bridge Securities or its Intermediaries, it is to be used solely for educational purposes. Long Bridge Securities and its Intermediaries including representatives, do not make recommendations or solicitations, or offer tax advice or investment advice under the Electronic Trading Services provided.
- 2.2** You acknowledge that all trading tools and materials available on the Platform are to be used only for information and educational purposes. You further acknowledge that any examples included with or given in relation to such tools are also for educational or instructional purposes. Long Bridge Securities makes no warranties to the accuracy of these trading tools nor to any conclusions derived from or investment decisions based on information provided by such trading tools.
- 2.3** You hereby agree and acknowledge that as the Platform is online and execution only, Long Bridge Securities will act on an execution only basis and will not be providing any financial advice to you in relation to any Capital Markets Products.

- 2.4** Long Bridge Securities is not a fiduciary to you nor does Long Bridge Securities take on any fiduciary obligations in relation to any Capital Markets Products. Long Bridge Securities does not and is not willing to assume any advisory, fiduciary or similar or other duties or act as investment adviser to you. Long Bridge Securities strongly encourages you to take independent advice before purchasing, subscribing, disposing of, or entering into any Capital Markets Products.
- 2.5** You acknowledge that past performance of any Capital Markets Products or class of investment products is no indicator of future performance. In addition, and without prejudice to the generality of the foregoing, you agree and acknowledge, and you represent and warrant to Long Bridge Securities (and Long Bridge Securities relies on such representations and warranties) that:
- 2.5.1** you are aware that Long Bridge Securities does not hold out any of its agents, nominees, directors, officers, or employees as having any authority to advise you;
  - 2.5.2** Long Bridge Securities does not purport to advise you on any financial product or investment;
  - 2.5.3** you are acting for your own account and have made your own independent decision to enter into Transactions, and you are not relying on any communication (written or oral) of Long Bridge Securities as investment advice or as a recommendation to enter into any Transaction (it being understood that information and explanations related to the terms and conditions of a Transaction will not be considered investment advice or a recommendation to enter into that Transaction);
  - 2.5.4** Long Bridge Securities does not provide advice with respect to any legal or tax ramifications of any financial product or investment and you shall obtain your own appropriate tax, legal, financial or other advice from an independent tax, legal or financial adviser;
  - 2.5.5** Long Bridge Securities making the Platform available to you should not be taken to constitute a recommendation and/or an endorsement of any financial product or investment, any form of advice or a determination of suitability of any financial product or investment for you by Long Bridge Securities or its representatives, or any representation in respect of any financial product or investment;
  - 2.5.6** you are aware of the risks associated with any investment undertaken by you, and you are fully aware and accept that you will be solely responsible for determining the merits and suitability of each and every Transaction;
  - 2.5.7** you have not obtained from Long Bridge Securities any guarantee or assurances as to the profitability, performance, and/or results of any financial product or investment;
  - 2.5.8** Long Bridge Securities shall not be held responsible in any way whatsoever for the performance of any financial product or investment which you have chosen to subscribe for, including any losses which you may incur in your investment in the financial product;
  - 2.5.9** Long Bridge Securities has not and will not authorise its employees to provide any representations on any investment, or any assurance or guarantees (orally or in writing)

on the performance of any financial product or investment for the purpose of encouraging you to subscribe or purchase interests in any investment;

- 2.5.10 any information given to you regarding Capital Markets Products or any other investment products is incidental to Long Bridge Securities brokerage business and shall be for informational purposes only; and
- 2.5.11 if you require financial advisory services in relation to any financial product or investment, you shall obtain appropriate financial advisory services from an independent financial adviser.

### **3. Reports, summaries and analyses by Long Bridge Securities**

- 3.1 Other than statements of fact, any ratings, reports, summaries or analyses of whatsoever nature (and whether oral, published as research or otherwise) made available to you by Long Bridge Securities are merely expressions of Long Bridge Securities or third-party analysts' views or opinions. Although Long Bridge Securities will take reasonable care to ensure that no such rating, report, summary or analysis is untrue or misleading at the time of publication thereof:- (a) no guarantee is given by Long Bridge Securities as to its accuracy or completeness; (b) as such ratings, reports, summaries or analysis are not prepared with individual Customers or classes of Customers in mind, they are to be treated as general views and opinions only and are not suitable for use by individual Customers or classes of Customers without independent verification and advice; and (c) each such view or opinion is subject to change without notice.
- 3.2 Subject to the limitations set forth by mandatory provisions of applicable laws and regulations, we may, upon your request or otherwise provide you with information regarding the Capital Markets Products or market driven trading ideas, research or commentary without considering your personal circumstances such as financial situation, risk tolerance or knowledge, investment experience and investment objectives.
- 3.3 Such information shall be made available to you through the Platform. To the extent permitted under applicable laws and regulations, you acknowledge and agree that such information is provided for informational purposes and should not be relied upon as financial advice.
- 3.4 Subject to the limitations set forth by mandatory provisions of applicable laws and regulations, we may in our sole and absolute discretion, upon your request or otherwise, provide you with independent economic and investment analyses from third party analysts which may also relate to Capital Markets Products (with or without buy/hold/sell views from third party analysts).
- 3.5 The extent and frequency of this information may vary depending on your preferences and market circumstances. These economic and investment analyses are of a general nature and do not

relate to the Account or your personal circumstances such as financial situation, risk tolerance or knowledge and, unless the context requires otherwise, they do not represent investment advice.

#### **4. Risks**

**4.1** You acknowledge and agree that access to such Electronic Trading Services is provided on an "as is" and "as available" basis and Long Bridge Securities makes no representation or warranty of any kind, express or implied, with respect to the functionality, operation, content or otherwise of such Electronic Trading Services and does not represent or warrant that the Electronic Trading Services or any part thereof is free from defect, failure or interruption or that they are fit for your purposes or any particular purpose and, without prejudice to the foregoing, Long Bridge Securities shall not in any event be liable for any system error, faults or failure of the Electronic Trading Services whatsoever and howsoever caused other than by the gross negligence or wilful misconduct of Long Bridge Securities. You shall indemnify, hold harmless and fully indemnify Long Bridge Securities from and against any and all losses, damages, actions, expenses, costs, charges and liabilities (including legal costs on a full indemnity basis) suffered or incurred by Long Bridge Securities in connection with your access to and use of such Electronic Trading Services and your acts or omissions in connection therewith, other than where such losses are directly caused by Long Bridge Securities' own gross negligence or wilful misconduct.

**4.2** Computer-based systems such as those used by Long Bridge Securities are inherently vulnerable to disruption, delay or failure. You must maintain alternative trading arrangements in addition to your Long Bridge Securities account for execution of your orders in the event that the Platform is unavailable.

**4.3** You acknowledge that some electronic markets permit continuous trading and that access to those markets may not be provided by Long Bridge Securities or its Intermediaries. Under no circumstances shall Long Bridge Securities or its Intermediaries bear any liability to you for any losses that may result from the inability to access markets due to such restrictions. You shall bear sole responsibility for the cancellation of all unexecuted orders that can be executed during market hours for which access is not provided by Long Bridge Securities or its Intermediary. If Long Bridge Securities or its Intermediaries believes that execution or attempted execution of any order might contravene any Applicable Law or violate internal policies, Long Bridge Securities or its Intermediary in its sole and absolute discretion, may delay or refuse to execute any Transaction, at any time.

#### **5. Trading Limits and Restrictions**

**5.1** Long Bridge Securities may in its sole and absolute discretion without giving any reason or without notice to you, at any time and from time to time impose, remove or amend any trading or Transaction restrictions or any limits, including position limits, Transaction limits and limits on

contract size in respect to any Account upon you. No previous limit or restriction shall set a precedent or bind Long Bridge Securities. You undertake to comply with and shall not breach or exceed such restrictions and limits as imposed on you by Long Bridge Securities and any other trading restrictions or positions limits under Applicable Laws, including those imposed by any exchange or market or clearing house. If you exceed any trading restriction or position limit, Long Bridge Securities is authorised to disclose your identity and your positions, and/or liquidate any of your positions.

## **6. Sale of Capital Markets Products**

- 6.1** Long Bridge Securities shall not be under any obligation to act on any Instruction to sell any Capital Markets Products (or enter into any Transaction in which Capital Markets Products must be delivered) unless sufficient such Capital Markets Products or other assets are held in your name (or that of Long Bridge Securities custodian or nominee for your benefit) or are due to be credited to your Account under any purchase Transactions which are not subject to any charge, lien, or other security interest in favour of any person including Long Bridge Securities. On receipt of any Instruction to sell Capital Markets Products, Long Bridge Securities shall be entitled to debit the relevant Account with the relevant Capital Markets Products on or (at Long Bridge Securities discretion) at any time before completion of the said sale. You acknowledge that you shall not be entitled to withdraw or in any way deal with all or any part of Capital Markets Products or assets until completion of the said sale.
- 6.2** You agree that Long Bridge Securities may transact, purchase, or sell any Capital Markets Products for you at a single price or rate quoted to you which includes part of Long Bridge Securities and any of its agents' fees, charges or commissions, payment of which will be deducted from such price or rate.



## Schedule A: Terms and Conditions for Trading Options

Where you trade options, you acknowledge to Long Bridge Securities that:

1. You understand that trading options is highly speculative and contains a high degree of risk.
2. You acknowledge that you must be financially capable of undertaking the risks associated with the trading of options contracts and must be able to endure any Losses incurred by trading such products, including the total loss of premiums paid by you for long put and long call option positions; and the Margin Maintenance Requirements associated with short put and short call option positions; and transaction costs.
3. You shall comply with Long Bridge Securities' Margin Maintenance Requirements in connection with your sale of put and call options and shall not exceed the position/ exercise limits set forth by any exchange or market or by any other regulatory authority having jurisdiction.
4. You must acknowledge, prior to the entering of your first trade in options, to Long Bridge Securities that you have in fact read and fully understand the most up to date Options Clearing Corporation ("OCC") disclosure document "Characteristics and Risks of Standardized Options" (the "OCC Document") available here:

<https://www.theocc.com/Company-Information/Documents-and-Archives/Options-Disclosure-Document>

If you do not understand or need clarification on any term, condition or risk you must contact Long Bridge Securities at: [contact@longbridge.sg](mailto:contact@longbridge.sg) before acknowledging to Long Bridge Securities that you have read the OCC Document.

5. You acknowledge that option contracts are traded for a specific period of time.
6. Volatility, liquidity, and system failures may make execution in a particular market extremely difficult.
7. You understand that the Electronic Trading Services is an electronic system making it subject to unavailability.
8. You further acknowledge that Long Bridge Securities or clearing firm may at their discretion liquidate any of your positions if Account equity is not sufficient to meet Margin Maintenance Requirements; terminate your trading privileges if your losses equal or exceed the amount of Speculative Capital specified in your Account application; clearing firm may automatically exercise any put or call option that is in-the-money by .01 or more at expiration but is under no obligation to do so.
9. You have read and fully understand the Margin Maintenance Requirements for the trading of options contracts available on the Longbridge Platform.

10. Option contracts are subject to OCC rules and regulations; other regulatory bodies and the specific rules of the exchanges the contract is traded on.
11. Purchases of option contracts must be paid for in full at the time of purchase, meaning, option contracts may not be purchased on margin; you fully understand the Margin Maintenance Requirements for the sale of call and put options and the risks involved with such trading.
12. Option contracts are issued by the OCC and you must not by yourself or in concert with others violate the position and exercise limits imposed by the rules of the OCC or the specific exchange on which the contract is traded.
13. Your failure to execute a closing transaction or your failure to provide exercise instructions to Long Bridge Securities by written email instruction by 3:00 p.m. SGT two (2) days before the last Business Day prior to expiration date may result in the option expiring worthless, regardless of the value of the option contract at expiration.
14. Although the clearing firm's account maintenance systems are designed to automatically exercise an option contract that is in-the-money by .01 cents or more none of the parties will be held liable for failure to do so. You must monitor your positions at all times and when wishing to exercise a particular option contract must notify by email instruction the trade desk before 3:00 p.m. SGT two (2) days before the last Business Day prior to expiration date. Additionally, if you wish to exercise an option contract that will not be automatically exercised then you must send in your Instructions before 3:00 p.m. SGT two (2) days before the last Business Day prior to expiration date. Long Bridge Securities reserves the right to refuse to exercise any option contract that would cause undue risk to Long Bridge Securities, the executing broker, or the clearing firm.
15. In the event you do not have ample equity, before the expiration of an option contract, to meet the Initial Margin requirements prescribed for the purchase or sale of the underlying security, executing broker may in its discretion liquidate the underlying security position which results from the exercise of the option contract; none of Long Bridge Securities, executing broker, and the clearing firm is under any obligation to purchase or sell the underlying security on your behalf.
16. You understand that the OCC assigns exercises to clearing firms such as the clearing firm and you acknowledge that, upon assignment, you shall be required: (i) in the case of an equity option, to deliver or accept the required number of shares of the underlying security, or (ii) in the case of an equity index option, to pay or receive the settlement price, in cash. You understand that you may not receive notice of an assignment from Long Bridge Securities or its clearing firm until one or more days following the date of the initial assignment by OCC to the clearing firm and that the lack of such notice creates a special risk for uncovered writers of physical delivery call stock options. You acknowledge that you have read and understand this risk as described in Chapters VIII and X of the OCC Document.
17. In the event there is an exercise of a long put contract that results in the short sale of the underlying product, you are responsible for the order at the time the order is placed; you

acknowledge that short sales may only be executed in a Margin Account subject to Initial Margin and Margin Maintenance Requirements; prior to execution of a short sale Long Bridge Securities' clearing firm must be able to borrow the specified product (in this case only equity applies) on your behalf in order to deliver the equity to the purchaser; if the equity has been borrowed on your behalf and the lending firm subsequently issues a recall notice to the clearing firm, then Long Bridge Securities' clearing firm will attempt to re-borrow the equity on your behalf. However, if in the event the equity cannot be re-borrowed you acknowledge that Long Bridge Securities may, without notice to you, cover your short position by purchasing stock in the open market at the current market price. You shall then be held liable for all related costs incurred by Long Bridge Securities. As noted previously, the market value of short stock is treated as a debit item in your Margin Account.

- 18.** The Accounts will receive and be charged the daily interest rates as posted on the Longbridge Platform; you acknowledge that these rates are subject to change without notice. These interest rates shall be charged on all Debit Balances owed to Long Bridge Securities by you and applied to all credit the clearing firm extends to you pursuant to an arrangement with Long Bridge Securities for purposes of purchasing, carrying, or trading equities and option contracts. Interest credits and dividends held in accounts are to be considered as part of a free credit balance when calculating credit interest. The interest to be calculated will be based on a 365-day year utilising settlement date balances.

## Schedule B: Additional Terms for U.S. Fractional Shares Trading Services

This Additional Terms for U.S. Fractional Shares Trading Services (the “**Terms**”) for governs the provision of U.S. Fractional Shares Trading Services by Long Bridge Securities. It supplements the Customer Agreement, and should be read together with, the Terms and any other terms and conditions governing the services provided by Long Bridge Securities, as they may be amended from time to time. It forms an integral part of the Customer Agreement.

The U.S. Fractional Shares Trading Services is an additional service provided by Long Bridge Securities to you under the Customer Agreement. These Terms shall form part of the Customer Agreement. All capitalised terms which are not defined in these Terms shall have the same meaning as in the Customer Agreement. In the event of any conflict or inconsistency between the Customer Agreement and the provisions of these Terms, the provisions of these Additional Terms for U.S. Fractional Shares Trading Services shall prevail to the extent of such conflict or inconsistency.

### 1. Definitions and Interpretations

1.1. In this Terms, the following expressions, unless the context requires otherwise, shall have the following meanings:

"SEC" means the U.S. Securities and Exchange Commission;

"U.S. Fractional Shares" means the fractional portions (rather than the whole) of shares which are traded or listed on stock exchanges or markets in the U.S.; and

"U.S. Fractional Shares Trading Services" means the services provided by Long Bridge Securities in relation to transactions for U.S. Fractional Shares.

### 2. Applicable Regulations

2.1. Applicable Rules and Regulations: All Instructions given for U.S. Fractional Shares Trading Services made or entered into by Long Bridge Securities on behalf of the Customer, shall be subject to, and the Customer shall be bound by:

- a) the Customer Agreement;
- b) applicable Long Bridge Securities' rules, regulations, procedures and policies constantly updated;
- c) the Rules of the SEC, the clearing rules and the customs, usages, rulings and procedures of the SEC; and
- d) all other Applicable Regulations.

2.2. Conflict: If there is any conflict or inconsistency between any provisions of the Customer Agreement on one hand, and anything contained in paragraphs (b), (c) and (d) of Clause 2.1 of this Terms on the other hand, Long Bridge Securities may, in its absolute discretion, take

or refuse to take any action, or demand the Customer to take or refrain from taking any action, to ensure compliance with the same.

### **3. Scope of the U.S. Fractional Shares Trading Services**

3.1. Long Bridge Securities may, in respect of certain shares in certain markets, at its sole discretion accept and execute Orders for Transactions to buy or sell a fraction of such shares.

### **4. Capacity**

4.1. Instructions regarding shares which are traded or listed on stock exchanges or markets in the U.S. will continue to be handled by Long Bridge Securities in an agency capacity, save that, in respect of the fractional portion, Long Bridge Securities' execution broker will generally act as a counterparty and will execute that portion of a trade as principal or riskless principal.

4.2. The Customer will be the beneficial owner of the U.S. Fractional Shares in their Account, and all U.S. Fractional Shares owned by the Customer will be segregated on the books and records of Long Bridge Securities in the same manner and to the same extent as whole shares.

### **5. Eligible Fractional Securities and available order types**

5.1. Long Bridge Securities will only provide the U.S. Fractional Shares Trading Services in respect of a limited number of securities ("Eligible Fractional Shares").

5.2. Long Bridge Securities may from time to time at its sole discretion adjust the list of Eligible Fractional Shares without notice to the Customer. When a particular stock is removed from the list of Eligible Fractional Shares, the Customer will be able to sell such stock but will no longer be able to buy such stock. Long Bridge Securities shall at its sole discretion close existing position in stocks that are no longer under the list of Eligible Fractional Shares as soon as practical.

5.3. In the event the Customer gives an Instruction for a share which is not an Eligible Fractional Share, the fractional portion may not be executed.

5.4. Long Bridge Securities will only accept certain types of trading orders for U.S. Fractional Shares (e.g., market orders, limit orders, etc.).

### **6. Non-withdrawable and non-transferable**

6.1. U.S. Fractional Shares are non-withdrawable and non-transferable from or to another broker or custodian. However, the Customer would be able to combine any U.S. Fractional Shares of the same securities into a whole share, provided that the security in question is an Eligible Fractional Security.

6.2. If the Customer wants to transfer its holdings of U.S. shares in an Account to another broker or custodian, the corresponding U.S. Fractional Shares will need to be liquidated before transfer, which may have tax consequences and will result in fees and charges, following which the Customer may transfer the remaining whole shares.

## **7. Shareholder rights for U.S. Fractional Shares**

### **7.1. Voting rights and Rights to receive dividend payments:**

7.1.1. Customers will not have voting rights for any of the U.S. Fractional Shares held in their account, will not be able to make voluntary elections on any corporate action (including, without limitation, any tender offers or rights offerings) with respect to such U.S. Fractional Shares, and Long Bridge Securities cannot provide customers any other shareholder documentation for any holdings of less than one Share.

7.1.2. Customers will receive payments of dividends, or in some cases in connection with stock dividends (either dividend shares or value commensurate to the dividend Shares), and will participate normally in any stock splits, mergers or other mandatory corporate actions.

7.1.2.1. Once a Listed Company issues a dividend payment (whether in the form of cash or shares), Long Bridge Securities will, in respect of the Customer's U.S. Fractional Shares, arrange for a pro-rated share of the dividend payment to be paid to the Customer.

7.1.2.2. Long Bridge Securities is solely responsible for determining the amount of the pro-rated dividend payment payable to the Customer and the Customer will not have any redress against Long Bridge Securities or the Listed Company issuing the dividend in the event of any disputes. The Customer agrees that Long Bridge Securities' determination of the pro-rated dividend payable to the Customer, which shall be based on Long Bridge Securities' records as at the ex-dividend date of the Listed Company, shall be conclusive in the absence of manifest error.

7.1.2.3. Dividend payment is subject to a minimum amount as prescribed by Long Bridge Securities in its sole discretion. Where the pro-rated dividend to be paid to the Customer is below the aforementioned standard, the Customer may not be able to receive such dividend.

## **8. Rounding and Restrictions**

8.1. All fractional holdings will be rounded down to four decimal places while the Customer's cash balance is rounded down to two decimal places. Rounding may affect the Customer's ability to be credited for sale proceeds, cash dividends, share dividends and share splits.

8.2. For buy orders, the minimum amount of U.S. Fractional Shares asked and the minimum value of asked shares shall be subject to conditions and restrictions published on Long Bridge Securities' website and platform.

8.3. The trading hours of U.S. Fractional Shares shall be the time as announced by Long Bridge Securities from time to time on its website.

8.4. Orders of U.S. Fractional Shares are only valid for the day on which it is made.

- 8.5. U.S. Fractional Shares shall not be lent for the purpose of short-selling, and any other arrangement or scheme of Long Bridge Securities in relation to short-selling shall not apply to U.S. Fractional Shares.
- 8.6. The Customer shall not be able to amend order amount of U.S. Fractional Shares, and orders for whole shares may not be able to be converted to orders for U.S. Fractional Shares.
- 8.7. Long Bridge Securities may, at its sole discretion, impose or remove any type of condition or restriction in relation to U.S. Fractional Shares. The conditions and restrictions published on the website or platform of Long Bridge Securities shall prevail in case of any inconsistency.
- 8.8. Long Bridge Securities may in its sole discretion reject any instruction or order by the Customer in relation to U.S. Fractional Shares and shall not be liable to Customer for any loss incurred by such rejection.

## **9. Risk Disclosures and Acknowledgement**

Owning fractional shares is subject to the same risks of owning whole shares, including but not limited to market risks and the specific risks associated with each individual security. The U.S. Fractional Shares Trading Services present unique risks and has certain limitations that the Customer should understand before using the same.

- 9.1. Orders to sell may be entered using a fractional share quantity (e.g., 1.543 shares). Orders to buy may use either a fractional quantity or a dollar value (e.g., \$150.00). Share quantities can be specified to four decimal places (e.g. .0001). Dollar value orders will be converted into share quantities for execution, likewise, to four decimal places. In all cases, when converting dollar-value orders into share quantities, the share quantities will be rounded down.
- 9.2. For a variety of reasons, including but not limited to this conversion convention, the actual amount of an executed dollar-value order may be different from the requested amount. The actual amount of an executed order to buy a dollar value of a security may also be lower or higher than the amount requested due to the price movement of the shares in the market and/or fees and commissions charged by Long Bridge Securities.
- 9.3. All holdings of fractional shares are rounded down to 4 decimal places with the value of fractional shares and any dividends paid on fractional shares rounded down to the nearest cent. Due to such decimal place rounding, Customers should understand that this may affect, among other things, their ability to be credited for dividends and stock splits.
- 9.4. Long Bridge Securities' U.S. Fractional Shares Trading Services functionality only supports certain type of orders and securities. Because of this, fractional trading functionality order types are more restricted than if the Customer was to buy or sell traditional whole share quantities.
- 9.5. Long Bridge Securities' execution broker will seek best execution for all orders routed to it for handling and execution consistent with its obligations under applicable law, rules, and regulations, by executing the order at the prevailing "national best bid and offer" price, price limit specified by the Customer in limit orders or the latest transaction price for whole shares

(as the case may be). As such, there may be instances where the final execution prices of U.S Fractional Shares may be different from the prices quoted for whole shares.

- 9.6. Sales of less than a whole share may not be eligible for “price improvement.” Additionally, because in certain situations price improvement on the U.S. Fractional Share component of an order will affect the execution price rather than the share quantity of an order, the effect of the improvement on a dollar-value order in those situations will be to increase or decrease the value of the order outside of what was requested.
  - 9.7. During periods of heavy trading and/or wide price fluctuations, there may be delays in executing the Customer's order and the U.S Fractional Shares Trading Services may not be available. In the event of a trading halt of a security, all trading of that security (including the fractional portions thereof) may be halted until trading resumes.
  - 9.8. The prices that are displayed in respect of shares in the electronic trading system are for whole shares and not fractional shares. You acknowledge and understand that the market for fractional shares is significantly less liquid than the market for whole shares and the prices at which orders for fractional shares are executed may be materially different from the prevailing prices for the shares that are displayed in the Long Bridge Securities' Electronic Trading System.
  - 9.9. By engaging in US Fractional Share Trading Services, you must be acknowledged and understand the unique risks and limitations of such trading, including but not limited to those set forth above, and accept and agree that Long Bridge Securities shall not be held liable for the execution, handling, purchasing and selling of fractional shares for your accounts.
10. Customers own all fractional share interests allocated to their account. You should consult your own tax, legal and accounting advisors before engaging in any securities transaction, including fractional share transactions. Long Bridge Securities does not provide tax, legal or accounting advice.

## **11. Miscellaneous Provisions**

In the event of any inconsistency between the English version and the Chinese version, the English version shall prevail.



## Schedule C: Custodial Services Terms

### 1 General

- 1.1 This Schedule shall govern your use of and access to the Platform for the purpose of utilising our Custodial Services. These **Custodial Services Terms** shall form part of the Customer Agreement.
- 1.2 All capitalised terms which are not defined in these **Custodial Services Terms** shall have the same meaning as in the Customer Agreement. In the event of any conflict or inconsistency between the provisions of the Customer Agreement on the one hand and the provisions of these Custodial Services Terms on the other hand, the provisions of these Custodial Services Terms shall prevail to the extent of such conflict or inconsistency. The scope of the custody services provided is detailed below.

### 2 Bare Custodial Services

- 2.1 Unless otherwise agreed, you expressly authorise Long Bridge Securities as custodian to receive and hold all Capital Markets Products and other assets belonging to you for your benefit, and Long Bridge Securities shall supply such custodial services (the “Custodial Services”) to you based on terms set out in **Schedule C: Custodial Services Terms**.
- 2.2 You agree and acknowledge in any event that Long Bridge Securities as custodian is not a fiduciary to you or otherwise with respect to the Capital Markets Products but shall be regarded only as a bare custodian and not trustee of the Capital Markets Products.
- 2.3 Long Bridge Securities’ duties are strictly restricted to duties expressly provided in this **Schedule C: Custodial Services Terms**, including the following:
- a) to hold or procure to be held to its order all documents evidencing ownership of the Capital Markets Products and identify in its books that all Capital Markets Products belong to its Customers, including you;
  - b) to procure that all Capital Markets Products other than bearer securities are registered in the name of (i) Long Bridge Securities, or such other nominee(s) as Long Bridge Securities may appoint; or (ii) any sub-custodian (or its nominees), where due to the nature of the law or market practice of any relevant jurisdiction, it is in your best interests or it is not feasible to do otherwise.
  - c) to hold or procure that all bearer Capital Markets Products are held in safe custody and ensure that such bearer Capital Markets Products are held in such a manner that is readily apparent that such Capital Markets Products are not the property of Long Bridge Securities, any sub-custodian or any nominee appointed by Long Bridge Securities. Such bearer Capital Markets Products of the Customer shall be segregated by Long Bridge Securities or any sub-custodian (as the case may be) from all property of Long Bridge Securities or the sub-custodian and shall be identified as held by Long Bridge Securities or sub-custodian for the account of the Customer. Where any Capital Markets

Products are in uncertificated form, or otherwise transferable by book entry transfer, Long Bridge Securities 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 Capital Markets Products (or entitlements thereto);

- d) except to the extent permitted or not prohibited by the SFA or its regulations (including **Regulation 26 of the SFR**), to hold and/or procure that any Sub- Custodian holds Capital Markets Products, if registered in the same name as investments of Long Bridge Securities or sub-custodian, in an account designated separately from that used for investments of Long Bridge Securities or sub-custodian (as the case may be);
- e) on receipt of your Instructions or with your authority to make or accept delivery of Capital Markets Products which have been sold, purchased, transferred or otherwise acquired or lent or disposed of by you or your 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 you acknowledge and accept that Long Bridge Securities (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 Long Bridge Securities' holding of the Capital Markets 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 Long Bridge Securities may receive in respect of the Capital Markets Products;
  - (iii) recognize any claim in the nature of a trust or equitable claim by anyone other than you in respect of the Capital Markets Products or any part thereof; or
  - (iv) otherwise make any notification to you in respect of the custody Capital Markets Products, or take any other action in relation to the custody Capital Markets Products;
- g) to credit to your account all income and other payments received by Long Bridge Securities under **sub-Clause (2.3.6) of Clause 2.3**;
- 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 Capital Markets 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 Long Bridge Securities (as the case may be), such books records and statements, in retrievable form, as may be necessary to provide an adequate record of all Capital Markets Products held and transactions carried out by or on your behalf.

- 2.4** Long Bridge Securities may refuse to provide the Custodial Services in relation to any Capital Markets Products or assets which Long Bridge Securities deems unsuitable to be held hereunder without giving any reason therefor or being responsible or liable for any Loss thereby occasioned.

### **3 Nominees/Sub-Custodians**

- 3.1** You hereby expressly authorise Long Bridge Securities to utilise one or more nominee(s) or sub-custodians for the purpose of providing the Custodial Services for your benefit and Long Bridge Securities shall use reasonable care in the selection of any nominee or sub-custodian. In the event that a nominee is being used, you is deemed to have contracted as principal with such nominee.
- 3.2** Long Bridge Securities may utilise the services of a foreign custodian as nominee or sub-custodian where it deems this to be necessary or appropriate and you hereby expressly consent to Long Bridge Securities having the full authority and discretion to appoint and use such foreign custodian as it deems necessary or appropriate.
- 3.3** Where Capital Markets Products are held by a nominee or sub-custodian, Long Bridge Securities 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 Long Bridge Securities, 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 you; and
  - (c) require that your prior written consent be obtained for any such variation, amendment or termination.
- 3.4** You acknowledge and accept that different settlement, legal and regulatory requirements and different practices relating to the segregation of Capital Markets Products held by a nominee or sub-custodian may apply. In addition, Long Bridge Securities and any nominee or sub-custodian may deposit Capital Markets Products with, and hold Capital Markets Products in, any securities depository on such terms as such systems customarily operate. You agrees that where the context permits, any reference to Long Bridge Securities herein shall also include a reference to its nominee, sub-custodian and/or any other person appointed by Long Bridge Securities in accordance with this Clause.

## **4 Custodial responsibilities and power**

- 4.1** Long Bridge Securities shall be entitled to do, subject and on receipt of your 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 Capital Markets Products custodised with Long Bridge Securities, which, under the terms of the Customer Agreement with Long Bridge Securities, Long

Bridge Securities is not specifically (as the case may be) either specifically prohibited or required to do.

- 4.2** Without prejudice to the foregoing, you hereby specifically instruct Long Bridge Securities that, until it receives written Instructions to the contrary, whenever you purchase Capital Markets Products through Long Bridge Securities, and the sums standing to the credit of your Account are sufficient to satisfy the purchase price of the Capital Markets Products purchased, Long Bridge Securities is to withdraw from your Account such sum as is equal to the purchase price and appropriate such sum to Long Bridge Securities in satisfaction of your obligation to pay the purchase price, or where the shares are contra sold, to use such sums for any contra losses incurred (if any).
- 4.3** Also without prejudice to any of the foregoing, any amount payable by you pursuant to the Custodial Services hereunder shall be payable to Long Bridge Securities or its nominees or sub-custodians, as the case may be, on demand and may be deducted from the Capital Markets Products or such Account as Long Bridge Securities deems appropriate.

## **5 Liability**

- 5.1** Long Bridge Securities shall not be responsible for or liable to you for any Loss suffered or incurred by you, or profit or advantage of which you may be deprived, which arises from or in connection with:-
- a) the manner in which Long Bridge Securities holds the Capital Markets Products hereunder or deals with moneys received or intended to be received in connection herewith;
  - b) the loss, theft or destruction of, or any damage to, any of the Capital Markets Products or certificates relating thereto; or
  - c) the performance or non-performance of Long Bridge Securities hereunder,

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

- 5.2** While Long Bridge Securities will use reasonable care in the selection of any nominee or sub-custodian. Long Bridge Securities shall not be responsible for or liable to you for any Loss suffered or incurred by the you or profit or advantage of which you 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.
- 5.3** Long Bridge Securities shall not be responsible or liable for any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities.

- 5.4** You acknowledge and agree that Long Bridge Securities shall be under no duty to supervise compliance by you with any restrictions on your investment powers.
- 5.5** You agree and acknowledge that the rights generally available or accruing to the holder of any Capital Markets Products may under the laws of foreign jurisdictions, not be available to or accrue to the benefit of or be offered to you and you agree that in such circumstances, Long Bridge Securities shall not be responsible to inform you, inquire, investigate, take any action or make any demands in relation to such rights and you shall have no recourse against Long Bridge Securities for any claims whatsoever arising out of or in connection with or in relation to such rights.
- 5.6** These limitation of liability provisions are in addition to all other limitation of liability provisions in this Customer Agreement.

## **6. Commingling of Customer's Capital Markets Products and Records**

- 6.1** Long Bridge Securities shall keep records (or shall procure that such records will be kept) and hold all Capital Markets Products of the Customer held by or through Long Bridge Securities hereunder in a way that makes it clear that Capital Markets Products do not belong to Long Bridge Securities or any nominee or sub-custodian. Where Capital Markets Products in Long Bridge Securities' custody are held by a nominee or sub-custodian, Long Bridge Securities will take reasonable steps to ensure that the records of the relevant entity make it clear that the investments are held by or on Long Bridge Securities' behalf for you and that they do not belong to Long Bridge Securities 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 Singapore, 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 Long Bridge Securities' assets and accordingly there may be a greater risk of loss in the event of a failure of any such nominee or sub-custodian.
- 6.2** The Capital Markets Products held by or through Long Bridge Securities hereunder may also be registered collectively with other Capital Markets Products both of Long Bridge Securities and/or other Customers of Long Bridge Securities in the same name and where so registered, your entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records (although Long Bridge Securities and/or its delegate will maintain records such that it will be readily apparent the degree of the Customer's interest in the commingled Capital Markets Products so collectively held but on the express understanding and agreement of the Customer that where such commingling and aggregation of the Capital Markets 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 Capital Markets Products (the “Bonus Related Assets”), Long Bridge Securities 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 Long Bridge Securities, any nominee or sub-custodian default, any shortfall in the Capital Markets Products registered in that name may be shared pro-rata among all Customers of Long Bridge Securities or the sub-custodian or nominee whose Capital Markets Products are so registered.

## **7. Customer’s Rights In Respect of Customer’s Capital Markets Products and Corporate Actions**

**7.1** You acknowledge and agree that registration of the your holdings of Capital Markets Products in the name of Long Bridge Securities or such other nominee(s) or any sub-custodian (as the case may be) as Long Bridge Securities may appoint in accordance with **Clause 3** above may mean that you will lose incentives and shareholder benefits (in particular voting rights, notices and rights of attendance at general meetings) attaching to the Capital Markets Products that you would otherwise enjoy if the Capital Markets Products were registered in your name.

**7.2** Further, Long Bridge Securities accepts no duty to notify you of any impending Corporate Action relating to any of your Capital Markets Products and you are kept itself informed of same. In particular, Long Bridge Securities will not notify you of notices for general or other meetings of shareholders and will not seek the your Instructions as to how to exercise voting rights attached to Capital Markets Products. Where Long Bridge Securities does receive voting instructions from the Customer in due time, Long Bridge Securities shall use its best efforts to give effect to the same. However, where the your Capital Markets Products are commingled and pooled with those of other Long Bridge Securities Customers, this may not be possible and Long Bridge Securities reserves the right to vote the entirety of the commingled Capital Markets Products consistently with the instructions of all affected Customers giving Long Bridge Securities voting instructions in time in accordance with the majority amongst them in number of products held.

**7.3** You agree to provide Long Bridge Securities with your Instructions in relation to a Corporate Action in due time before any relevant deadline set by the relevant company or their registrars for Long Bridge Securities 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 Long Bridge Securities does not, for any reason, receive Instructions from you by the deadline above in relation to a Corporate Action, Long Bridge Securities 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 Long Bridge Securities’ nominee’s entire holding in a company on an ‘all or nothing’ basis. In these circumstances, Long Bridge Securities may not be able, even if it wishes

to, to act in accordance with your Instructions even if received in due time. Long Bridge Securities reserves the right in these circumstances not to comply with your 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 Long Bridge Securities' nominee's entire holding in that company. The additional shares will be allocated to the nominee on the basis of that holding. Long Bridge Securities will then allocate the shares amongst all the Customers involved on a pro-rata basis. The shares allocated to you may be different to what you would have received if the Capital Markets Products had been held by you directly. It may be that on some occasions no shares are allocated to you. You acknowledge and accept that this is a consequence of Long Bridge Securities holding your Capital Markets Products on a commingled basis with other Customers' products.

- 7.4** Where your Capital Markets Products are commingled and pooled with those of other Long Bridge Securities Customers, you acknowledge and agree that the options available in relation to the Capital Markets Products during a Corporate Action may be different from what you would have received if the Capital Markets Products were held directly. You agree that Long Bridge Securities reserves the right and discretion to apportion the total entitlement received in respect of the pooled Capital Markets Products between you and the other Customers involved. In the event that there is balance after apportionment resulting in a fractional entitlement, you agree to waive your right to such fractional entitlement and to abandon the same in favour of Long Bridge Securities and such fractional entitlement may be appropriated by Long Bridge Securities to and for itself.

## **8. Return of Capital Markets Products Custodised**

- 8.1** You shall not have any right to specific Capital Markets Products custodised with or through Long Bridge Securities, but will be entitled, subject to this **Schedule C: Custodial Services Terms**, to delivery by Long Bridge Securities of Capital Markets Products of the same class, denomination and nominal amount, and which rank pari passu with those accepted by Long Bridge Securities as being the Capital Markets Products so custodised, subject always to any capital reorganisation or share exchange which may have occurred. Such delivery may be to you or any third party specified by you.

## **9. Authorizations**

- 9.1** Without prejudice to **Clauses 2, 4 and 10** of this **Schedule C: Custodial Services Terms**, Long Bridge Securities is authorised (but not obliged), either by itself, through a nominee or sub-custodian (if so, subject to **Clause 3** of this **Schedule C: Custodial Services Terms**) or otherwise, and whether in Singapore or elsewhere to do any lawful act or thing which in the discretion of Long Bridge Securities is necessary to preserve the integrity of the Capital Markets Products custodised and/ or any Account and/ or to protect your reasonable interests and/or Long Bridge Securities.

**10. Customer Primarily Liable**

**10.1** Notwithstanding that you may as between itself and a third party be effecting transactions on and/or in respect of any part or all of the Capital Markets Products custodised for and on behalf of such third party, as between you and Long Bridge Securities, the Customer shall be deemed to be, and is, transacting as sole principal. You acknowledge, undertake and agree to be always primarily liable for such transactions in all or part of the Capital Markets Products custodised.

**11. Instructions**

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

**11.2** Long Bridge Securities shall only be required to act on or effect any Instruction from you within a reasonable time. For the avoidance of doubt, subject to **Clause 20** below, in the event that you wish to withdraw any part or all of the Capital Markets Products custodised, you shall give at least one (1) day's notice, or such other minimum notice period as Long Bridge Securities may otherwise specify, to Long Bridge Securities prior to such withdrawal.

**12. Holding of Capital Markets Products on Aggregate or Omnibus Basis**

**12.1** Without prejudice to any applicable terms for the provision of custody services with respect to Capital Markets Products herein, you acknowledge and consent to the fact that any Capital Markets Products belonging to you held with Long Bridge Securities, 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 Capital Markets Products held by Long Bridge Securities for itself (where not prohibited or not otherwise required by law) or other Customer of Long Bridge Securities on an aggregate or omnibus basis. This may in some instances result in prejudice to you and you accept and consent to this. Long Bridge Securities shall not be responsible or liable for any Loss suffered or incurred by you.

**13. Instructions from Third Party**

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



**14. Representations, Warranties and Undertakings**

14.1 You represent, warrant and undertake that:

- a) You are the legal and beneficial owner of the Capital Markets Products custodised;
- b) the Capital Markets 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 Capital Markets Products custodised.

**15. Security**

15.1 In addition and without prejudice to the foregoing, all Capital Markets Products custodised are hereby charged by way of first fixed charge to Long Bridge Securities as continuing security for all of your liabilities to Long Bridge Securities whether the same accrue under or pursuant to the Account or otherwise. **Clauses 9, 10 and 11 of Schedule E: Terms of Margin Financing** will apply mutatis mutandis to the security created under this Clause. Save for the charge mentioned in this Clause, you shall not create nor shall you allow to be created any security interest of whatsoever nature over any part or all of the Capital Markets Products custodised without the prior consent in writing of Long Bridge Securities.

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

16.1 Notwithstanding any provision to the contrary in this Customer Agreement or the terms expressly appearing on the Account Opening Form as may be revised from time to time as applicable to you or the terms of any collateral or charge documentation with respect to your Capital Markets Products and other property (collectively the "Terms") but subject to **Clause 7 of Schedule E: Margin Financing**, you agree that with respect to ALL your Capital Markets Products and other property that now or in the future is in Long Bridge Securities' possession and/or control (whether posted as collateral to Long Bridge Securities or otherwise) Long Bridge Securities shall have the same rights of borrowing, on-lending and delivery on a title transfer basis over such Capital Markets Products as the Capital Markets Products which are subject to **Clause 12 of Schedule E: Margin Financing**.

**17. Set-off rights**

17.1 Without prejudice to any other right which Long Bridge Securities may have whether under law, the Customer Agreement (particularly pursuant to **Clause 10 of the Customer Agreement**) or otherwise, Long Bridge Securities is expressly conferred by you a right to effect a set-off against your obligations to Long Bridge Securities whether referable to the your Margin Account or cash account any money or credit balance in any of your account with Long Bridge Securities or maintained by Long Bridge Securities for your benefit (including the trust account Long Bridge Securities is obliged to maintain for the Customer pursuant to Long Bridge Securities' obligations under the SFA) and including such money sum as Long Bridge Securities may otherwise be

obliged to pay to the Customer as a consequence of exercising Long Bridge Securities' right of conversion under **Clause 8 of the Customer Agreement**, effecting as Long Bridge Securities deems necessary or appropriate any currency conversion.

## **18. Default and Termination**

**18.1** In the event that any of the events set out in **Clause 29 of Customer Agreement** occurs, then in addition to the rights set out in that Clause, Long Bridge Securities shall be further entitled to immediately enforce the security created pursuant to **Clause 15 of Schedule C: Custodial Services Terms** above by way of disposing or otherwise dealing with any part or all of the Capital Markets Products custodised using or employing any and all powers granted hereunder or otherwise to a mortgagee or chargee under the laws of Singapore.

## **19. Fees and Expenses**

**19.1** In consideration of the Custodial Services provided by Long Bridge Securities hereunder, you shall pay to Long Bridge Securities fees (exclusive of goods and services or other relevant value added tax) as agreed or as may be varied and notified by Long Bridge Securities to you. You shall, on demand, pay to or reimburse (or shall procure payment to or, reimbursement of) Long Bridge Securities 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 Long Bridge Securities of its obligations hereunder; and
- b)** the enforcement or preservation by Long Bridge Securities of its rights hereunder,
- c)** together with any applicable goods and services tax or other tax thereon.

**19.2** You hereby authorise Long Bridge Securities to debit your Account with all amounts due or which may become owing by you to Long Bridge Securities hereunder, together with any applicable goods and services or other value added tax, thereon.

## **20. Contra Losses**

**20.1** You agree that:

- a)** no Capital Markets Products of yours custodised by Long Bridge Securities and/or its nominee(s) or Sub- Custodians may be withdrawn by you if there are any contra losses outstanding; and
- b)** if any contra loss is not paid by you within 14 days or such time as Long Bridge Securities may determine, Long Bridge Securities is entitled to sell such of your Capital Markets Products in Long Bridge Securities' custody as may be necessary to reimburse Long Bridge Securities of such contra loss.

## Schedule D: Terms of Unit Trusts Investments

### 1. Unit Trusts

- 1.1 You agree that for the purposes of investing in any Funds distributed by or made available through Long Bridge Securities, a **Trading Account** will be established by Long Bridge Securities for the Customer after accepting the Customer's application to do so. All Fund dealings and transactions between Long Bridge Securities and the Customer thereunder, shall be governed by the terms and conditions contained in this **Schedule D: Terms of Unit Trust Investments**, which shall apply in addition to all other applicable terms and conditions set out under this Customer Agreement, the Account Opening Form, confirmation notes and statements of account and such other documentation as Long Bridge Securities may require the Customer to complete, execute and/or deliver to Long Bridge Securities from time to time (including in relation to any Customer Assessments). You acknowledge and agree that you, ultimately as the investor, rather than Long Bridge Securities, makes the final Fund Investment decisions in your **Trading Account**.

### 2. Information

- 2.1 **Pursuant to the Customer's request, and subject to an express agreement in writing for Long Bridge Securities to provide recommendations or investment advice to the Customer, Long Bridge Securities may provide the Customer advice in relation to the choice of Funds for the Customer's Fund Investments, which Long Bridge Securities believes to be consistent with the Customer's risk profile, financial means and investment objectives as may be notified to Long Bridge Securities by the Customer.**

In doing so, Long Bridge Securities 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, whether 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 you have received financial advice from a third party financial adviser in relation to your Fund Investments, you expressly acknowledge that:
- a) you do not wish to receive, and Long Bridge Securities accordingly does not provide, any financial advisory services to you,
  - b) the Instructions given by you or on your 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 your own chosen financial adviser and

- c) Long Bridge Securities only carries out your Instructions for the execution of such transactions and Long Bridge Securities assumes no responsibility for the performance or outcome of any such Transactions.

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

- 3.1** You agree that Long Bridge Securities shall be your agent for the purpose of carrying out your Instructions with respect to the subscription, redemption, transfer, switching and/or cancellation of Fund Investments or in relation to any other Instructions you may wish to give to the Fund from time to time and which Long Bridge Securities may agree to process.
- 3.2** Long Bridge Securities 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** Long Bridge Securities 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, you acknowledge 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, Long Bridge Securities may not always be able to execute your Instructions at any specific time or on the same Dealing Day.
- 3.4** You further acknowledge that acceptance by Long Bridge Securities of any Instruction in relation to any Fund Investment will not necessarily result in the execution of an Instruction. Your Instruction will only be executed if :
  - a)** market conditions permit and
  - b)** such execution is in accordance with all Applicable Laws.
- 3.5** You further acknowledge that any Fund which receives a subscription, redemption, or switching Instruction from Long Bridge Securities is not obliged to accept such subscription, redemption, or switching Instruction in whole or in part. If Long Bridge Securities is unable to execute any Instruction in such circumstances, such Instruction shall be deemed to have expired. Long Bridge Securities will inform you of such expiry as soon as reasonably practicable.
- 3.6** Subject to **Clause 3.6** below, all subscription, redemption or switching and/or cancellation Instructions received by Long Bridge Securities on a Dealing Day before the cut-off time specified by Long Bridge Securities 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 Long Bridge

Securities may revise such cut-off times at any time in Long Bridge Securities' sole and absolute discretion.

- 3.7** Without prejudice to **Clause 3.5** above, all subscription, redemption, switching and/or cancellation Instructions for a Fund that is a Restricted Scheme, received by Long Bridge Securities by the cut-off date as specified by Long Bridge Securities 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 Long Bridge Securities may revise such cut-off times at any time in Long Bridge Securities' sole and absolute discretion.
- 3.8** You agree that Long Bridge Securities may (but shall not be obliged to) aggregate your subscription, redemption, or switching order for Fund Investments with other subscription, redemption, or switching orders received from Long Bridge Securities' other Customers for the same Fund, and place an aggregated subscription, redemption, switching order with the Fund.
- 3.9** Where Long Bridge Securities places an aggregated subscription or switching order for Fund Investments, Long Bridge Securities will allocate any Fund Investments issued among its various purchasing Customers, including you, in the order determined by Long Bridge Securities. You further acknowledge and accept that the aggregation of your order with Long Bridge Securities' other Customers' orders may operate on some occasions to your advantage and others to your disadvantage.
- 3.10** Long Bridge Securities will pay any redemption moneys (net of any fees, charges or expenses incurred in connection with the redemption) received by Long Bridge Securities. Long Bridge Securities has no obligation to ascertain the adequacy of the redemption moneys received.
- 3.11** You may transfer all or any of your cash Fund Investments to another person by an instrument in writing in transfer form (or such other form as Long Bridge Securities may from time to time approve) in accordance with such terms and conditions as Long Bridge Securities may determine from time to time. Long Bridge Securities may charge you a fee for effecting the transfer.
- 3.12** Where you have instructed Long Bridge Securities to participate in any periodic investment scheme offered by any of the Funds as your agent, the provisions of this **Clause 3**, shall apply mutatis mutandis to any subscription of Fund Investments under such periodic investment scheme. You must give Long Bridge Securities not less than 60 days' prior written notice to terminate your Instructions to participate in any periodic investment scheme.
- 3.13** You 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 your financial needs and risk profile and is not detrimental to your interests.

- 3.14** You shall have the right to cancel the subscription order by completing the cancellation advice and submitting it to Long Bridge Securities within **7 calendar days** from receipt of the your subscription order. Your right to cancellation of the subscription is subject to Long Bridge Securities' terms and conditions for cancellation as set out in the relevant forms as prescribed by Long Bridge Securities from time to time.
- 3.15** Notwithstanding and without prejudice to the provisions of this Clause 3, Clause 3.13 does not apply to an **Accredited Investor**.

#### **4. Receipt and Disbursement of Monies**

- 4.1** Your Trading Account will be used to subscribe to Fund Investments, deposit your redemption proceeds and distribution income from your Fund Investments, and pay (among other things) fees and expenses attributable to your Fund Investments.
- 4.2** You shall make payment of subscription moneys, including fees, charges and expenses, in connection with the subscription of Fund Investments, on or before the time specified by Long Bridge Securities, failing which Long Bridge Securities 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 your Trading Account, for the amount advanced. Interest will be charged on such advances at such rate as Long Bridge Securities may prescribe from time to time.

You shall immediately discharge the debit balance in his Trading Account on Long Bridge Securities' demand, failing which Long Bridge Securities 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** You acknowledge and agree that Long Bridge Securities shall register Fund Investments subscribed for you in Long Bridge Securities' name. Long Bridge Securities as the Custodian will record and hold in a separate account in its books all Fund Investments received and held by it for your account and shall arrange for all Fund Investments to be held in safe custody in such manner as Long Bridge Securities may in its sole and absolute discretion determine. Long Bridge Securities shall not, even if otherwise having the power and right to do so, vote in respect of any of the your Fund Investments, unless and except, as specifically instructed by you in writing. As Custodian, Long Bridge Securities will collect all distributions, interest, redemption proceeds, dividends and other income payable or

receivable in respect of your Fund Investments. On receipt of any distributions made by any Fund Investment on your behalf, Long Bridge Securities as Custodian will credit to your Trading Account the distribution amount allocated to the your Fund Investment within the relevant customary period.

- 5.2** Where moneys are payable in respect of any of the Fund Investment in more than one currency, Long Bridge Securities will collect them in such currency as may be permissible by Applicable Laws as Long Bridge Securities may in its sole and absolute discretion determine.
- 5.3** Unless you instruct otherwise (or the relevant Fund no longer accepts any further investments in it), dividends received by Long Bridge Securities as the Custodian in respect of any of your 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 your request, and subject to being fully indemnified by you and on production of such evidence as Long Bridge Securities may require, Long Bridge Securities may, at its sole and absolute discretion, assist you in securing any tax privileges to which you may be entitled in any jurisdiction in connection with your Fund Investment.

This includes executing such ownership and other certificates and affidavits as may be reasonably requested you for fiscal or tax purposes in connection with the Fund Investments held pursuant to the terms and conditions under this Customer Agreement and the Account Opening Form 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 you may otherwise be entitled in connection with such Fund Investments. You shall indemnify, keep indemnified and hold Long Bridge Securities harmless from and against all Loss incurred or suffered by Long Bridge Securities in connection with or in relation to the provision of such assistance to you at your request.

- 5.6** Long Bridge Securities shall, as the Custodian, be entitled to appoint, without your 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 your Fund Investments held by Long Bridge Securities as the Custodian pursuant to these terms and conditions; and/ or
  - (ii) as an administrator to assist in the performance of Long Bridge Securities' obligations pursuant to these terms and conditions on such terms as Long Bridge Securities may (subject only to Long Bridge Securities' obligations under the Applicable Laws) consider appropriate, in Long Bridge Securities' sole and absolute discretion,

provided that if Long Bridge Securities has exercised reasonable care and skill in the selection of any Unit Account Delegate, Long Bridge Securities 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.

## **6. Withdrawals from the Customer's Trading Account**

**6.1** You can request a partial withdrawal of cash ("withdrawal request") from your Trading Account at any time by providing Long Bridge Securities with the Customer's withdrawal Instructions. Payment of a withdrawal request will normally be made to the Customer within seven business days of Long Bridge Securities' receipt of the Customer's withdrawal request, provided there are sufficient cash and cash equivalent funds for the time being held in the Customer's Trading Account and subject to the maintenance of a minimum investment sum in the Customer's Trading Account.

**6.2** Should there be insufficient cash and cash equivalent funds for the time being held in your Trading **Account** to meet the Customer's withdrawal request, Long Bridge Securities will contact you to advise you that some or all of your Fund Investments will need to be redeemed to fulfil the said withdrawal request. You will have to instruct Long Bridge Securities to redeem some or all of your Fund Investments in your **Trading Account**. You acknowledge that redemptions are subject to the redemption terms of each Fund. Upon your Instructions to redeem any of your investments, Long Bridge Securities will endeavour as soon as reasonably practicable to process your redemption Instructions and pay to you the proceeds of such redemption received by Long Bridge Securities (less all payments for the time being due and payable by you on your **Trading Account**. You should note, however, that Long Bridge Securities' processing of your redemption Instructions and payment to you could be delayed, depending on the individual fund managers' operations and processes and on the redemption procedures for individual funds. Long Bridge Securities has no obligation to ascertain or verify the adequacy of the redemption moneys received.

## **7. Termination**

**7.1** You may terminate your **Trading Account** by submitting the requisite termination form to Long Bridge Securities. Such termination will only take effect from the later of (a) the effective date of termination as stated in the requisite termination form or (b) the date when Long Bridge Securities determines that there are no outstanding payments, obligations and/or liabilities due from you to Long Bridge Securities (whether subject to notice or not and whether matured or not and whether held singly or jointly) under this Customer Agreement (such date, the "termination date").

**7.2** In addition and without prejudice to Long Bridge Securities' rights under this **Customer Agreement and the Account Opening Form**, Long Bridge Securities may terminate your Trading Account if:



- a) you fail to observe any of these terms and conditions in this **Schedule D: Unit Trust Investments**;
- b) Long Bridge Securities is of the opinion in good faith that Long Bridge Securities' interest would be adversely affected if Long Bridge Securities does not terminate **your Trading Account**; or
- c) you are a person to whom an offer to subscribe for or purchase the relevant Fund Investment is unlawful or not authorised as described in the relevant Fund Literature including, for the avoidance of doubt, if you, the Customer is a U.S. Person as such term is defined under the U.S. Securities Act of 1933.

**7.3** Upon the termination date, Long Bridge Securities shall be deemed to have been authorised by you to transfer all of your Fund Investments, liquidate any or all of your Fund Investments and/or to transfer the proceeds thereof and any other cash or cash equivalents in your **Trading Account** to you or such other person acting your behalf and you agree to carry out all such acts and things, and execute all documents, as may be necessary, desirable or reasonably requested by Long Bridge Securities to effect such transfer and to take delivery of such Fund Investments, proceeds and/or cash or cash equivalents, provided always that Long Bridge Securities has no obligation to arrange for the transfer of the same until all your outstanding obligations and liabilities to Long Bridge Securities under these terms and conditions have been fully discharged. You agree that Long Bridge Securities may:

- a) continue to act on your Instructions received up to and including the termination date at Long Bridge Securities' discretion;
- b) deduct from your **Trading Account** the sum of any outstanding fees and charges and/or payments due and payable to Long Bridge Securities;
- c) redeem such of the Fund Investments from the least volatile Fund (from each category of Funds subscribed using cash and made through Long Bridge Securities calculated on a bid-to-bid basis) and/or the money market funds (if any) as Long Bridge Securities deems fit and to apply the proceeds from such redemption towards the payment of the outstanding fees and charges and/or payments payable to Long Bridge Securities if there are insufficient cash or cash equivalents in your Trading Account for that purpose; and
- d) continue to charge your Trading Account with fees and charges for transactions between the termination date and the date on which all Fund Investments in your Trading Account are disposed of or have been transferred in accordance with the Customer's written Instructions.

**7.3** Clauses 7 and 8 shall survive any termination of this **Schedule D: Terms of Unit Trust Investments**.

## 8. Exclusion of Liability and Indemnity

8.1 Long Bridge Securities and any Unit Account Delegate accept no responsibility and shall not be liable to you, 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 Long Bridge Securities. You acknowledge the desirability and importance of seeking independent financial or professional advice with respect to your 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 you 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 you on the basis of any information provided by Long Bridge Securities pursuant to these terms and conditions or any Instruction which Long Bridge Securities believe in good faith to originate from you, and
- c) for any Loss or failure or delay in complying with their obligations under this **Schedule D: Unit Trust Investments** 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 Long Bridge Securities and any Unit Account Delegate.

8.2 You shall indemnify, keep indemnified and hold Long Bridge Securities and any Unit Account Delegate harmless from and against all Loss (including legal costs on a full indemnity basis) incurred or suffered by Long Bridge Securities and/or any Unit Account Delegate arising out of or in connection with, this Schedule D 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 Long Bridge Securities 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 **Schedule D: Terms of Unit Trust Investments**.

## 9. Representations, Warranties and Acknowledgements

9.1 You acknowledge that the Funds are subject to investment risks, including possible loss of the principal amount invested. You represent and warrant that you are fully aware of the risks involved in investing in the Funds and will obtain from either Long Bridge Securities or the relevant Fund representative an up-to-date version of the Fund Literature that might exist as of the date of any

transaction. You acknowledge and agree that Long Bridge Securities shall have no liability whatsoever to the Customer for any error, misstatement or omission in any Fund Literature and that Long Bridge Securities makes no representation or recommendation in relation to any Funds.

- 9.2** If you commence or continue 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 you had made that choice itself. You acknowledge that no financial adviser representative is authorised to waive or vary any of Long Bridge Securities' rights under these terms and conditions and that no financial adviser representative is allowed to accept any liability on Long Bridge Securities' behalf.
- 9.3** Unless Long Bridge Securities otherwise agrees in writing, Long Bridge Securities does not and is not willing to assume any advisory, fiduciary or similar or other duties to you, the Customer. In this connection, Long Bridge Securities assumes, and relies on the assumption, that you, the Customer has taken the necessary independent legal, tax, financial and other advice in relation to your Fund Investments or transactions carried out pursuant to the terms and conditions in this **Schedule D: Terms of Unit Trust Investments**. Accordingly, the Customer shall bear full responsibility for all of the Customer's Instructions and/or decisions made by you in your Trading Account.
- 9.4** You acknowledge and agree that Long Bridge Securities may also earn trailer fees from the Fund depending on the Fund and amount of total Fund Investments subscribed through Long Bridge Securities based on the market value of the total Fund Investments, at a rate which may be up to 1.05% per annum based on the market value of the total Fund Investments.

## **10. Fees, Charges and Expenses**

- 10.1** You shall promptly pay fees and/or other charges to Long Bridge Securities for the services performed by Long Bridge Securities pursuant to these terms and conditions at such rates as Long Bridge Securities may impose from time to time, as notified to you in the relevant form as prescribed by Long Bridge Securities from time to time. You acknowledge that Long Bridge Securities may vary Long Bridge Securities' scale of fees under this **Schedule D: Terms of Unit Trust Investments** at any time, and such variation will be governed by Terms of the Customer Agreement.
- 10.2** You shall pay or reimburse Long Bridge Securities 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.
- 10.3** In the event that there is insufficient cash balance in your Trading Account to pay any payments due and payable to Long Bridge Securities, you hereby agree to pay the full amount of such shortfall into your Trading Account on demand, failing which you agree, consent and authorise Long Bridge

Securities to act on your behalf (at Long Bridge Securities' 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 Long Bridge Securities 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 your Trading Account.

**10.4** You acknowledge that, in addition to the fees and charges payable to Long Bridge Securities pursuant to these terms and conditions, each Fund Investment in which you 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 you.

## **11. Notices, Statements of Account, Confirmation Notes or Customer Agreements**

**11.1** Any confirmation notes issued in respect of Fund Investments applied for or switched by the Customer will be sent to you at your electronic mail (e-mail) address on Long Bridge Securities' records, same as when you place orders via the Longbridge Platform, you consented to receiving confirmation notes and statements electronically. You will receive a monthly statement of account if there is transaction in your Trading Account within the month or a quarterly statement of account if there is no transaction for the month.

**11.2** Long Bridge Securities shall use all reasonable efforts to make available to you, on request, all annual and bi-annual reports and accounts produced by the relevant Fund in respect of which Fund Investments are held on your behalf pursuant to these terms and conditions and shall procure that all notices issued by such Funds are received by Long Bridge Securities in relation to your Fund Investments and are notified to you.

## **12. Definitions**

**"Dealing Day"** shall mean a day on which the Fund accepts instructions for subscription, redemption or switching orders.

**"Fund"** shall mean any unit trust, investment fund, mutual fund or exchange trade fund ("ETF") or other collective investment scheme distributed by or made available through Long Bridge Securities from time to time.

**“Fund Investment”**

shall mean 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”**

shall mean 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.

**“Restricted Scheme”**

shall mean a collective investment scheme, whether constituted in Singapore or elsewhere, in respect of which an offer of units in the scheme for subscription or purchase, or an invitation to subscribe for or purchase units in the scheme, is made to Accredited Investors and which satisfies the selling restrictions set out in **section 305(3) of the SFA**.

**“Unit”**

shall mean a share or unit in a Fund or Security.

**“Unit Account Delegate”**

shall have the meaning ascribed to it in **Clause 5.6, of Schedule D: Terms of Unit Trust Investments**.

## Schedule E: Terms of Margin Financing

### 1. General

- 1.1 This Schedule shall govern your use and access to the Platform for the purpose of utilising Long Bridge Securities Margin Financing Services *where you have applied for such services and Long Bridge Securities has accepted and approved your application for Margin Financing Services with Long Bridge Securities.*

You are required to read, understand and accept the terms and conditions contained in this **Schedule E: Terms of Margin Financing.**

### 2. Margin Account

- 2.1 If the Customer's application to open a Margin Account is accepted by Long Bridge Securities, Long Bridge Securities shall open a Margin 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.
- 2.2 The Margin Terms are cumulative with and in addition to the **Customer Agreement** which you have already accepted and agreed to. The **Customer Agreement** equally applies to your Transactions in Marginable Products unless otherwise provided therein. The Margin Financing Terms contained herein and any addendum, shall be read and construed together with the Customer Agreement, which may be modified from time to time and shall apply to all Margin Accounts and your Transactions in Marginable Products.
- 2.3 In the event of conflict or inconsistency between the provisions of the **Customer Agreement** on the one hand and the provisions of these Terms and Conditions for Margin Financing on the other hand, the provisions of these Terms and Conditions for Margin Financing shall prevail to the extent of such conflict or inconsistency.
- 2.4 Notwithstanding the foregoing, to the extent that the Customer not already having a Margin Account gives any Instruction for the purchase of Capital Markets 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 Margin 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).
- 2.5 Long Bridge Securities shall have the right to reduce, cancel or vary, and from time to time review any Margin Facility and nothing in the **Customer Agreement** shall be deemed to impose on Long Bridge Securities any obligation at law or in equity to make or continue to make available to the Customer a Margin Facility. Where Long Bridge Securities has cancelled a Margin Facility, all

moneys outstanding or owing by the Customer to Long Bridge Securities 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 moneys outstanding or owing by the Customer to Long Bridge Securities.

### **3. Credit Limit and Interest**

**3.1** You shall not permit or cause its Outstanding Balance to exceed the credit limit from time to time set by Long Bridge Securities for the Margin Account. You agree to pay interest to Long Bridge Securities on the Outstanding Balance at such rate as Long Bridge Securities may from time to time notify you.

### **3.2 Temporary Increases in Credit Limit**

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

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

**4.1** You agree, before commencing trading on the Margin Account which the Customer has expressly requested the opening of, to deposit or procure the deposit with Long Bridge Securities 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 Long Bridge Securities or both, in such amount as Long Bridge Securities may require.

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

**4.3** Nothing in this **Schedule E: Terms of Margin Financing** shall have the effect of constituting Long Bridge Securities as a fiduciary of the Customer or otherwise with respect to the Marginable Products deposited or purchased in the Margin Account, any relationship of a trustee and beneficiary between Long Bridge Securities and the Customer, or any further relationship other than as expressly contemplated in this **Schedule E: Terms of Margin Financing**.

**4.4** Where the Margin Account is opened as a consequence of a deemed request of the Customer (pursuant to **Clause 2.4** above), Long Bridge Securities 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**

- 5.1** You shall maintain such margin or collateral with Long Bridge Securities 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 Long Bridge Securities in accordance with such terms and conditions relating to Marginable Products as imposed by Long Bridge Securities from time to time and as notified to the Customer.
- 5.2** For the avoidance of doubt, for the purposes of calculating the value of the Collateral, the value of Collateral title transferred in favour of Long Bridge Securities or to a third party through Long Bridge Securities (and for which Long Bridge Securities 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 Long Bridge Securities 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 Long Bridge Securities as Collateral (collectively "**Substitute Collateral**").

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

- 6.1** Long Bridge Securities 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 Customer Agreement) (a "**Margin Call**") (including where the purchased or deposited Marginable Products carried in the Margin 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 the Singapore Exchange ("**SGX-ST**") or any other exchanges or markets.
- 6.2** You shall promptly comply with the requirements of the Margin Call, including providing additional margin, and hereby waive any right to object on the grounds that the Margin Call is unreasonable. Without prejudice to your obligation to pay margin immediately when the same becomes due, you must notify Long Bridge Securities immediately if you cannot, or believe you would not be able to, meet a Margin Call when due.
- 6.3** If Long Bridge Securities has notified you and provided a specific date or time by which you are required to meet a Margin Call, Long Bridge Securities can still take necessary steps to protect its financial interests before such specified date, including exercising any of Long Bridge Securities' rights under this **Schedule E: Terms of Margin Financing** before you have been furnished with the Margin Call or before the time given for meeting the Margin Call has elapsed.



- 6.4** You shall not have a right to an extension of time with regard to Margin Calls. If Long Bridge Securities grants any such extension of time for Margin Calls in its discretion, then unless Long Bridge Securities expressly states in writing that such extension of time is intended to override or prevail over Long Bridge Securities' rights under this **Schedule E: Terms of Margin Financing**, such extension of time shall be deemed to have been granted, subject always to Long Bridge Securities' rights under this **Schedule E: Terms of Margin Financing**.
- 6.5** You also acknowledge that Long Bridge Securities is permitted (but not obliged) to treat as margin or collateral (whether initial margin or maintenance margin), your Excess Collateral (including Substitute Collateral with respect to unsecured receivables and Marginable Products return obligations of Long Bridge Securities due to you as a result of a title transfer collateral having been provided to Long Bridge Securities). For the purposes of the preceding:

*“Excess Collateral” shall refer to such Collateral of the Customer provided as collateral for your obligations, otherwise than referable to margin trading, so as to effectively determine whether you satisfy the collateral or margin provision requirements for margin trading cumulatively with its collateral or margin provision requirements otherwise to Long Bridge Securities.*

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 you and effectively reduce pro tanto or in toto (as the case may be) the amount of financing required by the Customer and correspondingly the amount of cash or cash equivalent Long Bridge Securities is otherwise obliged to return to you.

- 6.6** In the event that Excess Collateral is so treated, you acknowledge 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.
- 6.7** In the event that you are unable to satisfy in whole such cumulative requirements, you 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 Long Bridge Securities under **Schedule E: Terms of Margin Financing**, Long Bridge Securities 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 Margin Account, any Cash Collateral or cash provided as payment for margin trading and other Capital Markets Products of the Customer) in any manner which Long Bridge Securities may decide in its sole and absolute discretion, including towards the payment of any amounts due and payable by the Customer to Long Bridge Securities under any Account or towards meeting any of the Customer's obligations and liabilities to Long Bridge Securities (including the obligation to comply with any margin requirements and the obligation to

provide additional margin such as causing the Margin Account to meet with the margin and credit balance requirements under this Customer Agreement), whether or not any time which has been allowed for the Customer to provide any additional margin or take any other action has elapsed.

**7.2** Any such sale or disposal may be made at Long Bridge Securities' discretion on any exchange or other market where such business is usually transacted or at a public auction or private sale or Long Bridge Securities may be the purchaser for its own account.

**7.3** You further acknowledge and agree that:

- a)** as a general rule, Collateral of the Customer in the possession or control of Long Bridge Securities (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 a futures exchange or a member of an overseas futures exchange or otherwise) will be held commingled with Collateral of other Customers of Long Bridge Securities (where applicable in a trust account in accordance with the provisions of the **SFA**);
- b)** one result of the preceding is that it would be 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 Long Bridge Securities accepting the Customer as a Customer that the Customer agrees therefore to waive and relinquish in favour of Long Bridge Securities 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 Long Bridge Securities 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 **SFA**);
- f)** the Customer by applying to open an Account with Long Bridge Securities and being a Customer of Long Bridge Securities and/or accessing or using any of Long Bridge Securities' Services shall therefore be deemed to agree to (and Long Bridge Securities will and does

materially rely on the effectiveness of) such waiver and relinquishment as set out in **Clause 21 of the Customer Agreement**; and

- g) Long Bridge Securities 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**

- 8.1 You acknowledge and agree that the Collateral in the Margin 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 Long Bridge Securities and only if the Customer continues to comply with any and all margin requirements imposed by Long Bridge Securities after such withdrawal. Withdrawal of cash balances or cash amounts representing excess over margin shall be subject to the approval of Long Bridge Securities and Long Bridge Securities may refuse to approve any such withdrawal in order to preserve the Customer's margin at such levels as Long Bridge Securities 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 Long Bridge Securities under, or in connection with the Account (collectively the "**Secured Obligations**"), the Customer hereby assigns all the Collateral to Long Bridge Securities by way of security/collateral coupled with such title transfer rights as may be provided for below in **Clause 12** to enable Long Bridge Securities to borrow, on-lend, or deliver the same to third parties in discharge of delivery obligations of such Marginable Products to such third parties.

- 9.2 Without prejudice to the generality of the foregoing and:

9.2.1 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 (including both scrip and Book-Entry Securities) 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 Long Bridge Securities;
- b) all dividends, interest and other moneys 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 the Central Depository (Pte) Limited ("**CDP**"), any relevant depository agent, settlement system or clearing house or member of the CDP 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 Long Bridge Securities 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 Long Bridge Securities or its nominees) or in Long Bridge Securities' possession or custody or the custody or the possession of its nominees or transferred to or lodged with Long Bridge Securities 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 Long Bridge Securities for the payment and discharge of all of the Secured Obligations; and

- 9.2.2** 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 Long Bridge Securities shall vest in Long Bridge Securities. It shall be 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 Long Bridge Securities an interest only by way of any mortgage, charge, lien, encumbrance or other security interest in any Cash Collateral.
- 9.3** You hereby covenant with Long Bridge Securities to discharge the Secured Obligations and to perform, observe and comply with all the undertakings, covenants, stipulations, terms and conditions under this **Schedule E: Terms of Margin Financing**, Customer Agreement and the Account Opening Form. In respect of Charged Marginable Products which are Book-Entry Securities, the security interest created hereunder shall be created and/or perfected (as the case may be), in accordance with the provisions of this Clause and the other relevant provisions of this **Schedule E: Terms of Margin Financing**.
- 9.4** You shall (unless otherwise directed by Long Bridge Securities from time to time) forthwith authorise and procure the transfer of the Charged Marginable Products which are Book-Entry Securities or which are held by the Customer or the Customer's depository agent (or such part thereof as shall be required by Long Bridge Securities) from any of the Customer's Account(s) to Long Bridge Securities' Account with the CDP or Long Bridge Securities' sub-account(s) with its depository agent or any account of Long Bridge Securities' nominees as Long Bridge Securities may direct.
- 9.5** Long Bridge Securities, whether acting by itself or through its nominee, may in Long Bridge Securities' sole and absolute discretion from time to time, require the Customer to execute or authorise and procure the due execution and registration, in favour of Long Bridge Securities and/or

its nominees, the instrument(s) of assignment and/or instrument(s) of charge or any other prescribed form of transfer, request or application for transferring or creating security interest over the Charged Marginable Products or any interest therein in favour of Long Bridge Securities or its nominees which are or are capable of being converted into Book-Entry Securities and the Customer shall forthwith execute such instrument(s) or form(s) as Long Bridge Securities and/or its nominees may direct.

- 9.6** Without prejudice to the foregoing, where the Charged Marginable Products which are Book-Entry Securities over which a security interest hereunder is to be created remains in an account or sub-account of the Customer with a depository agent, who is also Long Bridge Securities or the depository agent of Long Bridge Securities, such depository agent is irrevocably authorised as agent of the Customer to execute any and all forms, notices, instruments, transfers, authorisations, agreements or documents as Long Bridge Securities may from time to time require or deem necessary or desirable to effect or perfect the creation in favour of Long Bridge Securities of a security interest over the Charged Marginable Products, as directed by Long Bridge Securities from time to time at Long Bridge Securities' discretion. The Customer hereby ratifies and confirms and undertakes at all times to allow, ratify and confirm all and whatsoever such agent shall do or cause to be done in respect of any and all such forms as instructed by Long Bridge Securities 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.
- 9.7** Long Bridge Securities 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 (whether or not they are Book-Entry Securities) or any part thereof in Long Bridge Securities' name and/or the name of its nominees including (without prejudice to the generality of the foregoing) the power to deliver and deposit with and/or withdraw and/or transfer from the CDP the Charged Marginable Products or any part thereof.
- 9.8** If at any time there are Related Assets, which have been charged or assigned to Long Bridge Securities hereunder, the Customer undertakes, as and when required by Long Bridge Securities, 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 Long Bridge Securities, of a security interest by way of mortgage, assignment, charge, pledge, encumbrance, lien or other security interest on such Related Assets.
- 9.9** Without prejudice to the generality of any provisions of this **Schedule E: Terms of Margin Financing**, or any other agreement or any other powers granted by the Customer to Long Bridge Securities, as security for the discharge of the Secured Obligations, the Customer hereby covenants that it will forthwith on request by Long Bridge Securities and/or its nominees and for that purpose, Long Bridge Securities through any of its authorised officers is irrevocably authorised, as agent of the Customer :

- a) to execute any and all forms, notices, instruments, transfers, authorisations, agreements or documents as Long Bridge Securities 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 Long Bridge Securities (if an authorised depository agent) or the depository agent with whom Long Bridge Securities also maintains a sub-account for the purposes of this charge in relation to the Charged Marginable Products, and
- b) to do all such things in connection with such account(s) and/or sub-account(s) as Long Bridge Securities and/or its nominees shall think fit (including giving instructions to the CDP, 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 sub-accounts) with Long Bridge Securities or the depository agent with whom Long Bridge Securities 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 Long Bridge Securities to the Charged Marginable Products.

The Customer hereby ratifies and confirms and undertakes at all times to allow, ratify and confirm all and whatsoever Long Bridge Securities as the Customer's agent shall do or cause to be done in respect of any and all such forms as instructed by Long Bridge Securities 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.

## 10. Enforcement of Security

- 10.1 You agree that section 21 of the Conveyancing and Law of Property Act (Chapter 61 of Singapore) ("CLPA") shall not apply to the security created under **Clause 9** above and that Long Bridge Securities may exercise the power of sale conferred on mortgagees by the CLPA (as varied and extended by these Clauses) free from the restrictions imposed by section 25 of the CLPA. The security shall become immediately enforceable and the power of sale and other powers conferred by section 24 of the CLPA (as varied and extended by these Clauses) shall be immediately exercisable at any time after the Customer shall have failed to pay or satisfy when due and in the manner provided or on demand any part of the Outstanding Balance and at any time the Customer is in breach of any of the terms and conditions under this **Schedule E: Terms of Margin Financing** and the Customer Agreement.

## 11. Further Assurance

- 11.1 You shall, when required by Long Bridge Securities, execute:
- a) such further legal or other charges or assignments in favour of Long Bridge Securities, as it shall from time to time require, and on such terms as Long Bridge Securities 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 Long Bridge Securities may from time to time require for perfecting its title to the same or enabling it to vest the same in itself or its nominees or in any purchaser, including any forms used in relation to any Book-Entry Securities for the creation of any form of statutory security interests.

## 12. Borrowing, On-Lending and Creation of Further Security and Use Rights

12.1 Notwithstanding any provision to the contrary in this **Schedule E: Terms of Margin Financing** or the terms expressly appearing in the Customer Agreement, as may be revised from time to time or the terms of any collateral or charge documentation with respect to the Customer's Capital Markets Products and other property (collectively the "Terms") but subject to **Clause 7 (Forced Liquidation/ Use of Collateral)** above, the Customer agrees that with respect to ALL the Customer's Capital Markets Products and other property that now or in the future is in Long Bridge Securities' possession and/or control (whether being Collateral or otherwise posted as collateral to Long Bridge Securities or otherwise), Long Bridge Securities may:

- a) on a title transfer basis borrow for itself and, where **Regulation 45 of the SFR** so obliges Long Bridge Securities, as principal in return either for Long Bridge Securities providing such collateral or on-holding (as between the Customer and Long Bridge Securities) for the duration of such borrowing any collateral Long Bridge Securities may receive from Long Bridge Securities' borrower(s) (and which Long Bridge Securities will ensure in either case will be of such amount as is required of Long Bridge Securities to provide under **Regulation 45 of the SFR** as may be applicable) for the Customer's benefit as security (whether singly or collectively with other Customers of Long Bridge Securities) for the return of the borrowed Capital Markets Products. The borrowing of Capital Markets Products from the Customer by Long Bridge Securities will be governed by this **Schedule F: Securities Borrowing and Lending Services**.
- b) create, to the maximum extent permitted by Applicable Laws, over the said Securities and other property any encumbrance in favour of a third party by way of security, re-security, charge, re-charge, pledge, re-pledge, hypothecation, re- hypothecation or otherwise to secure Long Bridge Securities' obligations to a third party account (if mortgaged, pledged or hypothecated otherwise than on a pool basis and otherwise for an amount that does not exceed the aggregate amounts owed by all Customers collectively in the pool to Long Bridge Securities); and/or
- c) to the maximum extent permitted by Applicable Laws assign, invest, use or otherwise dispose of the said Capital Markets Products and other property for Long Bridge Securities' own benefit either separately or together with identical property provided by other Customers or parties.

12.2 For the avoidance of doubt, Long Bridge Securities reiterates that Long Bridge Securities shall not be obliged with respect to any of the Customer's Capital Markets Products or other property (and

in particular any Collateral) to retain the same in its possession or control (being entitled to treat all of the same as fungibles) or to retain for the duration of the Customer's account with Long Bridge Securities like Capital Markets Products or other property of equivalent amount.

**12.3** Long Bridge Securities' only obligation is, subject to the Customer having discharged all the Customer's existing obligations and properly terminated the Customer's Margin Account with Long Bridge Securities and subject otherwise to Long Bridge Securities' rights under this **Schedule E: Terms of Margin Financing** (including any right of interim liquidation or sale of the Customer's Capital Markets Products and other property) as the Customer may be entitled to demand of Long Bridge Securities, to return to the Customer like Capital Markets Products and other property (as relevant) of equivalent amount.

**12.4** You also agree that notwithstanding any contrary provision elsewhere in the Terms that in the event of the Customer's insolvency:

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

### **13. Set-off rights**

**13.1** Without prejudice to any other right which Long Bridge Securities may have whether under law by other terms in the Customer Agreement (in particular **Clause 10 (General Lien and Set-off) of the Customer Agreement**) or otherwise, Long Bridge Securities is expressly conferred by the Customer a right to effect a set-off against the Customer's obligations to Long Bridge Securities whether referable to the Customer's Margin Account or cash account any money or credit balance in any account with Long Bridge Securities or maintained by Long Bridge Securities for the Customer's benefit (including the trust account Long Bridge Securities is obliged to maintain for the Customer pursuant to Long Bridge Securities' obligations under the SFA and the SFR and including such money sum as Long Bridge Securities may otherwise be obliged to pay to the Customer as a consequent of exercising Long Bridge Securities' right of conversion under **Clause 8 (Foreign Currency and Currency Risk) of the Customer Agreement**, effecting as Long Bridge Securities deems necessary or appropriate any currency conversion.

### **14. Waiver of Interest**

**14.1** You acknowledge and agree that the provisions of **Clause 21 (Interest Waiver/ Substitution) of the Customer Agreement** 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

- 15.1 You shall also pay such administrative or other fees as are charged by Long Bridge Securities for administering the interest on the Margin Account. You hereby authorise Long Bridge Securities to deduct from the Margin Account such sums as may be required for and in payment of such fees.

## 16 Acknowledgment of Disclosures

- 16.1 YOU HEREBY UNDERSTAND THE MARGIN TERMS IN THIS **SCHEDULE E: Terms of Margin Financing** AND CONSENT AND AGREE TO ALL OF THE TERMS AND CONDITIONS SET FORTH ABOVE.
- 16.2 YOU ACKNOWLEDGE THAT TRADING SECURITIES WITH MARGIN IS SPECULATIVE, INVOLVES A HIGH DEGREE OF RISK, AND IS APPROPRIATE ONLY FOR PERSONS WHO CAN ASSUME RISK OF LOSS IN EXCESS OF WHAT THEY DEPOSITED IN THE MARGIN ACCOUNT.
- 16.3 YOU FURTHER ACKNOWLEDGE AND ACCEPT THE RISKS AND OTHER MATTERS DISCLOSED TO YOU IN THE RISK WARNING STATEMENT FOR OVERSEAS-LISTED INVESTMENT PRODUCTS, **THE MARGIN RISK DISCLOSURE STATEMENT CONTAINED IN ANNEX 4**, AND OTHER DISCLOSURES PROVIDED TO YOU DURING THE ACCOUNT OPENING PROCESS OR OTHERWISE.
- 16.4 You acknowledge that by executing this **Schedule E: Terms of Margin Financing** you understand that the terms and conditions of the Customer Agreement for Securities Trading Account is incorporated herein by this reference and made a part hereof.
- 16.5 You agree to promptly satisfy all Margin Calls and understand and acknowledge that Debit Balances in all of your Account(s) shall be charged with interest are required by all applicable statutes, rules, regulations, procedures or as deemed necessary by Long Bridge Securities or its Intermediaries.
- 16.6 You understand that you are liable for payment upon demand of any obligations owned relating to Account and that your Account can and may be liquidated at any time in order to meet Margin Requirements without demand or notice being sent to you. You acknowledge that you have read and agree to be bound by all terms and conditions set forth in Long Bridge Securities' Customer Agreement, Margin Financing Terms and other related documents contained therein.

## 17 Definitions

**“Charged Marginable Products”** shall have the meaning given to it in Clause 9 of **Schedule E: Terms of Margin Financing**.

**“Clearing House Collateral”** shall have the meaning given to it in Clause 7.3 of **Schedule E: Terms of Margin Financing**.

<b>“Excess Collateral”</b>	shall have the meaning given to it in Clause 6.5 of <b>Schedule E: Terms of Margin Financing</b> .
<b>“Margin Account”</b>	shall mean an Account to provide financing facilities to the Customer through margin trading in Marginable Products.
<b>“Margin Call”</b>	shall have the meaning given to it in Clause 6.1 of <b>Schedule E: Terms of Margin Financing</b> .
<b>“Margin Facility”</b>	shall mean the financing facility granted (or to be granted) by Long Bridge Securities to the Customer for the purchase of Marginable Products.
<b>“Marginable Products”</b>	shall mean Capital Markets Products acceptable to Long Bridge Securities 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.
<b>“Related Assets”</b>	shall have the meaning given to it in Clause 9.2.1(b) of <b>Schedule E: Terms of Margin Financing</b> .
<b>“Secured Obligations”</b>	shall have the meaning given to it in Clause 9.1 of <b>Schedule E: Terms of Margin Financing</b> .
<b>“Substitute Collateral”</b>	shall have the meaning given to it in Clause 5.2 of <b>Schedule E: Terms of Margin Financing</b> .

## Schedule F: Securities Borrowing and Lending Services

### 1. General

- 1.1 You agree that any and all borrowings of Capital Markets Products by you from Long Bridge Securities, and by Long Bridge Securities from you, the Customer, shall be governed by this **Schedule F: Securities Borrowing and Lending Services** and the Customer acknowledges that Long Bridge Securities shall rely on the foregoing in agreeing to and/or making any loan of Capital Markets Products to a Customer and borrowing Capital Markets Products from a Customer, as the case may be. You further agree that both the Customer and Long Bridge Securities act as sole and respective principals to one another in any and all borrowings of Capital Markets Products by a Customer from Long Bridge Securities and by Long Bridge Securities from a Customer.
- 1.2 In addition, all borrowings by a Customer of Capital Markets Products from Long Bridge Securities, and by Long Bridge Securities from the Customer, shall at all times be subject to Applicable Laws, including the provisions of **Regulation 45 of the SFR**.

### 2. Provision of Collateral

Without prejudice to the generality of Clause 1 above and in accordance with the requirements of **Regulation 45 of the SFR**:

- a) the Customer shall, when borrowing Capital Markets Products from Long Bridge Securities, at all times ensure that it provides collateral of a value specified by Long Bridge Securities which will in any case be no less than one hundred and five percent of the value of the Capital Markets Products borrowed by the Customer from time to time and which the Customer has yet to return; and
- b) Long Bridge Securities shall, when borrowing Capital Markets Products from a Customer, at all times ensure that it provides collateral of one hundred and five percent of the value of the Capital Markets Products borrowed by Long Bridge Securities from time to time and which Long Bridge Securities has yet to return ("**Long Bridge Securities Collateral**").

### 3. Security and Title Transfer Rights and Cumulative Margin and Collateral Posting and Default Consequences

- 3.1 You agree that for the purposes of your borrowing of Capital Markets Products, an account ("**SBL Account**") will be opened and maintained on the books of Long Bridge Securities into which will be credited all property (including Capital Markets Products and cash) to be provided with respect to and which are intended to be appropriated as collateral and/or security as may be acceptable to Long Bridge Securities from time to time (including property provided by way of initial margins or

comprising proceeds from sale of Capital Markets Products borrowed) for any and all your borrowings of Capital Markets Products (the “**SBL Collateral**”).

- 3.2** For the purposes of the your borrowings of Capital Markets Products from Long Bridge Securities, you shall, as required by **Regulation 45 of the SFR**, transfer the title to the SBL Collateral in favour of Long Bridge Securities such that all right, title and interest in the SBL Collateral, including cash or cash equivalent shall vest in Long Bridge Securities free and clear of any liens, claims, charges or encumbrances or any other interest of the yours or of any third person; and nothing in this **Schedule F: Securities Borrowing and Lending Services** is intended to create or does create in favour of Long Bridge Securities an interest only by way of any mortgage, charge, lien, encumbrance or other security interest in any SBL Collateral. Further, you shall take such further actions and complete and execute any and all documentation that Long Bridge Securities may require to ensure that title to SBL Collateral of the required collateral value pursuant to **Regulation 45 of the SFR** shall at all times vest in Long Bridge Securities.
- 3.3** For the purposes of Long Bridge Securities’ borrowing of Capital Markets Products from the Customer, Long Bridge Securities shall, as required by **Regulation 45 of the SFR**, transfer the title to the Long Bridge Securities Collateral in favour of the Customer such that all right, title and interest in the Long Bridge Securities Collateral, including cash or cash equivalent shall vest in the Customer free and clear of any liens, claims, charges or encumbrances or any other interest of Long Bridge Securities or of any third person; and nothing in this Customer Agreement is intended to create or does create in favour of the Customer an interest only by way of any mortgage, charge, lien, encumbrance or other security interest in any Long Bridge Securities Collateral. Further, Long Bridge Securities shall take such further actions and complete and execute any and all documentation that the Customer may require to ensure that title to Long Bridge Securities Collateral of the required collateral value pursuant to **Regulation 45 of the SFR** shall at all times vest in the Customer. Notwithstanding the foregoing, the Customer hereby instructs Long Bridge Securities to hold all such Long Bridge Securities Collateral on the Customer's behalf in accordance with **Schedule C: Custodial Services Terms**, for the purposes of Long Bridge Securities providing the Services to the Customer (including to facilitate the execution of Transactions). For the avoidance of doubt, the Long Bridge Securities Collateral will be subject to all security, set-off and other rights that Long Bridge Securities may have under the terms and conditions of this Customer Agreement.
- 3.4** Notwithstanding the preceding, the Customer also acknowledges that Long Bridge Securities is permitted to treat as SBL Collateral, any Excess Collateral of the Customer, for the purposes of effectively determining whether the Customer satisfies its collateral requirements for Capital Markets Products borrowing cumulatively with its collateral or margin provision requirements otherwise to Long Bridge Securities. 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 Capital Markets Products borrowing by the Customer or excess Collateral provided by Long Bridge Securities to the Customer for any Capital Markets Products borrowed by Long Bridge Securities from the Customer. Insofar as such Excess Collateral comprises cash, cash equivalent or cash receivables due to the Customer, they may also at the discretion of Long Bridge Securities be applied by way of payment for shares purchased by the Customer to satisfy the Customer's obligation to return borrowed Capital Markets Products and correspondingly the amount of cash or cash equivalent Long Bridge Securities is otherwise obliged to return to the Customer.

- 3.5** In the event that Excess Collateral is so applied in accordance with **Clause 3.4** above, the Customer acknowledges that the collateral requirements otherwise referable to Capital Markets Products borrowing by the Customer shall be cumulated with the collateral provision and maintenance requirements of the Customer referable to Capital Markets Products borrowing by the Customer and cumulatively calculated and complied with. In the event that the Customer is unable to satisfy in whole such cumulative requirements, the Customer shall be deemed to be in default of all the Customer's collateral and margin provision and maintenance requirements.

#### **4. Commingling of Collateral and Return Obligation of SBL Collateral**

- 4.1** You agree that Long Bridge Securities may commingle and hold any or all SBL Collateral (as may not be the subject of any title transfer in favour of Long Bridge Securities) together with the Capital Markets Products and/or money that Long Bridge Securities may hold for its other Customers whether as collateral or otherwise.

- 4.2** As such, Long Bridge Securities shall not be obliged with respect to any of the Customer's Capital Markets Products or other property to retain the same in its possession or control (being entitled to treat all of the same as fungibles) but, subject to Long Bridge Securities' rights to borrow and/or on-lend the same as set out in **Clause 12 of Schedule E: Terms of Margin Financing** shall only be obliged to retain for the duration of the Customer's borrowing of Capital Markets Products from Long Bridge Securities or at any time only like Capital Markets Products or other property of equivalent amount and description or their equivalent value. As such the Customer further agrees that:

- a)** in relation to the preceding the Customer acknowledges, without prejudice to the Customer's consent in **Clause 21 of the Customer Agreement**, that it would be administratively and operationally difficult, if not impossible (in view of the constant ebb and flow of the aggregate balance in such account) to account separately for each of Long Bridge Securities' Customers the interest due to their fluctuating cash balances (insofar as the same has not been the subject of a title transfer in favour of Long Bridge Securities) being part of a larger pool of money since interest will be received on a lump sum basis. You further acknowledge and accept that such an exercise would be likely to cost more than any interest earned. In

- the circumstances, the Customer agrees that it is a material condition that the Customer waives and relinquishes in Long Bridge Securities' favour all claims for interest that might otherwise accrue with respect any cash component of the SBL Collateral;
- b) Long Bridge Securities' only obligation is, subject to the Customer having discharged all the Customer's existing obligations and properly terminated the Customer's SBL Account with Long Bridge Securities and subject otherwise to Long Bridge Securities' rights under this Customer Agreement (including any right of interim liquidation or sale of the Customer's SBL Collateral) to return to the Customer like Capital Markets Products of equivalent amount or their cash value. Without prejudice to the generality of the foregoing, insofar as the SBL Collateral had been the subject of a title transfer in favour of Long Bridge Securities, Long Bridge Securities' only obligation to effect the said return of the same will be by way of discharge of an unsecured debt obligation; and
  - c) as such, notwithstanding any contrary provision agreed between the parties, in the event of the Customer's insolvency, Long Bridge Securities has the right at their option to convert any obligation Long Bridge Securities may otherwise have to return the Customer Capital Markets Products into an obligation instead to pay the aggregate market value for the same, and to subject such converted payment obligation to Long Bridge Securities' general right of set-off (in addition to any other rights of set-off and/or consolidation of accounts or obligations Long Bridge Securities may have at law or in contract).

## **5. Value of Collateral Provided**

- 5.1 You agree that the initial value of the collateral required to be placed as SBL Collateral with Long Bridge Securities by you with respect to any borrowing of Capital Markets Products by you shall be not less than the initial margin requirement as specified by Long Bridge Securities and in any event shall be of a value not less than the prescribed minimum value under Applicable Laws.
- 5.2 Should the value of the SBL Collateral relative to the value of Capital Markets Products borrowed and remaining to be returned at any time thereafter fall below the minimum margin requirement set by Long Bridge Securities, Long Bridge Securities shall thereupon and thereafter have the discretion to demand the immediate return of the Capital Markets Products borrowed and/or sell or dispose and/or appropriate any or all SBL Collateral which Long Bridge Securities holds for the Customer or is obliged to return to the Customer on satisfaction of the Customer's obligations to Long Bridge Securities in any manner in order to purchase equivalent Capital Markets Products to the Capital Markets Products borrowed and to appropriate the same towards satisfaction of the Customer's return obligations so as to bring about a position where the value of SBL Collateral meets Long Bridge Securities' margin requirements.

- 5.3** Without prejudice to the foregoing, the Customer acknowledges and agrees that Long Bridge Securities shall determine the respective market values of Capital Markets Products borrowed by the Customer as well as the SBL Collateral on a daily marked-to-market basis.
- 5.4** With respect to each borrowing, margin shall be calculated by reference to such procedure(s) for calculating margin as may be prior notified by Long Bridge Securities to the Customer from time to time for any and all relevant borrowings of Capital Markets Products. In respect of Capital Markets Products borrowed from the Customer by Long Bridge Securities, the Customer acknowledges and agrees that Long Bridge Securities will determine the respective current market values of the Capital Markets Products borrowed by Long Bridge Securities from the Customer and the Long Bridge Securities Collateral provided by Long Bridge Securities to Customer for such borrowing on at least a daily marked-to-market basis.
- 5.5** With respect to each borrowing of Capital Markets Products by Long Bridge Securities, margin shall be calculated by reference to such procedure(s) for calculating margin as set out in the relevant Information Sheet.
- 5.6** Without prejudice to the foregoing, the Customer also notes and agrees that:
- a)** should the value of the SBL Collateral in Long Bridge Securities' possession and control fall below margin maintenance levels, Long Bridge Securities is entitled to request (and the Customer shall comply with any such request) to provide such amount of additional collateral as required to satisfy Long Bridge Securities' margin requirements and in the interim, the Customer is not permitted to effect any new borrowings of Capital Markets Products;
  - b)** should the value of the SBL Collateral fall below the minimum margin requirement set by Long Bridge Securities, Long Bridge Securities is entitled (but not obliged) at Long Bridge Securities' absolute discretion and without notice to the Customer to realise the SBL Collateral (or any part thereof) and apply the proceeds therefrom to purchase such amounts of Capital Markets Products equivalent to the Capital Markets Products borrowed and appropriate the same as Capital Markets Products returned by the Customer to satisfy Long Bridge Securities' margin requirements; and
  - c)** Long Bridge Securities is entitled at any time to revise its margin requirements and its determination of the value of any component of the SBL Collateral other than cash shall be final and determinative as between the parties so long as made in good faith. In this connection, the Customer recognises and accepts that depending on the quality of the Capital Markets Products provided as SBL Collateral a larger deduction or hair-cut for valuation process will be made by Long Bridge Securities.

## 6. Undertakings by the Customer

You make the following undertakings to Long Bridge Securities:

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



## 7. Customers who are Accredited Investors

7.1 Long Bridge Securities shall assume that the Customer is not an Accredited Investor for the purposes of all Capital Markets Products borrowed by the Customer and Long Bridge Securities and the Customer shall therefore be subject to the same collateral provision requirements detailed in this **Schedule F: Securities Borrowing and Lending Services**, unless the Customer expressly notifies Long Bridge Securities that it is, and wishes to be regarded as, an Accredited Investor for the purposes of its borrowing of Capital Markets Products from Long Bridge Securities.

7.2 For the avoidance of doubt, notwithstanding that the Customer is an Accredited Investor, for the purposes of determining the collateral provision requirement of the Customer as a borrower, the Customer shall, unless Long Bridge Securities expressly agrees otherwise in writing, be required to provide, collateral to the same extent and terms as a Customer who is not an Accredited Investor.

## 8. Customer or Long Bridge Securities' obligations in relation to borrowed Capital Markets Products

8.1 In respect of the Capital Markets Products *borrowed by the Customer from Long Bridge Securities*, the Customer shall:

- a) on the date of the payment or distribution of any interest, dividends or other distribution of any kind whatsoever (each, a "Distribution") arising from any such borrowed Capital Markets Products or on such other date as Long Bridge Securities and the Customer may from time to time agree, pay and deliver a sum of money or property equivalent to the Distribution to Long Bridge Securities (with any such endorsements or assignments as shall be customary and appropriate to effect the settlement thereof), regardless of whether the Customer has received the same;
- b) undertake to use the Customer's best endeavours to arrange for any voting rights attached to any such borrowed Capital Markets Products in respect thereof, to be exercised in accordance with the instructions of Long Bridge Securities; and
- c) undertake to procure that all instructions received from Long Bridge Securities in respect of conversions, subdivisions, consolidations, redemptions, takeovers, pre-emptions, options (including an option to take a Distribution in the form of Capital Markets Products or a certificate or other document which may at a future date be exchanged for Capital Markets Products) or other rights, are complied with.

8.2 In respect of the Capital Markets Products *borrowed by Long Bridge Securities from the Customer*, Long Bridge Securities shall:

- a) on the date of the Distribution arising from any such borrowed Capital Markets Products or on such other date as Long Bridge Securities and the Customer may from time to time agree,

pay and deliver a sum of money or property equivalent to the Distribution to the Customer (with any such endorsements or assignments as shall be customary and appropriate to effect the settlement thereof) to the extent that the same has been received by Long Bridge Securities;

- b) undertake to use Long Bridge Securities' best endeavours to arrange for any voting rights attached to any such borrowed Capital Markets Products in respect thereof, to be exercised in accordance with the Instructions of the Customer; and
- c) undertake to procure that all Instructions received from the Customer in respect of conversions, subdivisions, consolidations, redemptions, takeovers, pre-emptions, options (including an option to take a Distribution in the form of Capital Markets Products or a certificate or other document which may at a future date be exchanged for Capital Markets Products) or other rights, are complied with.

## **9. Borrowing Fee**

**9.1** You shall pay Long Bridge Securities a borrowing fee to be calculated with respect to each borrowing by reference to such fee calculation formula or amount as determined by Long Bridge Securities and as notified to the Customer for any and all of the Customer's borrowing(s) of Capital Markets Products. The borrowing fees may be deducted and/or drawn from the cash collateral component of the SBL Collateral. You shall also pay all out-of-pocket expenses incurred by Long Bridge Securities in connection with the loan of Capital Markets Products and shall continue to pay any fees and expenses stated herein notwithstanding that the borrowed Capital Markets Products may be suspended from trading.

**9.2** You also agree in connection with the foregoing that except as notified by Long Bridge Securities, no compensation will be payable to the Customer in connection with any borrowing of the Customer's Capital Markets Products by Long Bridge Securities and further that, Long Bridge Securities is the sole beneficiary of any fee or commission that Long Bridge Securities may earn from any borrowing of such Capital Markets Products. Notwithstanding the foregoing, Long Bridge Securities may in its discretion determine to pay the Customer for Long Bridge Securities' borrowing of such Capital Markets Products of the Customer such fees as notified to the Customer from time to time.

## **10. Period of Borrowing**

**10.1** You shall be entitled to borrow Capital Markets Products and/or continue the borrowing of Capital Markets Products subject to the following:

- a) Long Bridge Securities' shall be entitled to demand return of the Capital Markets Products borrowed by the Customer upon notice of not less than the time prescribed for settlement for

- the sale/purchase of the relevant Capital Markets Products on the exchange that it is listed on;
- b) no borrowing, unless otherwise separately agreed with Long Bridge Securities, shall be permitted whose period extends over any relevant record date/period including dividend and/or accrual and accretion entitlement and/or book closure date of the Capital Markets Products borrowed; and
  - c) the Customer has not in the interim breached any of its obligations to Long Bridge Securities.

## **11. Withdrawals**

- 11.1** For avoidance of doubt, and subject to the Customer at all times maintaining the requisite minimum in value of SBL Collateral relative to the value of the Capital Markets Products borrowed, the Customer is permitted, with Long Bridge Securities' prior consent (but without prejudice to Long Bridge Securities' first and paramount fixed security interest over the SBL Collateral with or in Long Bridge Securities' possession) and at Long Bridge Securities' discretion, to withdraw cash from the Customer's SBL Account so long as (i) such withdrawal does not result in the value of the SBL Collateral remaining being less than level specified by Long Bridge Securities (and only if the SBL Collateral requirements continue to be satisfied after such withdrawal), (ii) such withdrawal does not result in fact there being excess cash comprising the SBL Collateral which is not otherwise earmarked to a Customer's request for release pursuant to satisfy a pending purchase transaction effected through Long Bridge Securities as per Clause 6(c) above and (iii) there is no event of default subsisting in respect of the Customer.

## **12. Variation of terms of borrowing**

- 12.1** You acknowledge and agree that Long Bridge Securities has the right at any time and from time to time to vary the terms for the borrowing or continued borrowing of Capital Markets Products, or lending or continued lending of Capital Markets Products, by giving notice equal to at least the time prescribed for settlement pursuant to sale / purchase of the relevant security on the exchange it is listed on.

## **13. Communication of requests**

- 13.1** You may make a request for a borrowing through any means of communication to Long Bridge Securities as you are permitted to effect a Transaction through Long Bridge Securities, subject to the terms of our securities borrowing and lending services.

## 14. Terminology

- 14.1** In this **Schedule F: Securities Borrowing and Lending Services**, the expressions such as “borrow”, “lend” and “redeliver” reflect terminology used in the market for transactions of the kind provided for subject to these terms and conditions under this Section 6 on the understanding that title to Capital Markets Products “borrowed” or “lent” shall pass from Long Bridge Securities as lender to the Customer as borrower with respect to Capital Markets Products borrowed by the Customer, and from the Customer to Long Bridge Securities when borrowed by Long Bridge Securities, and title to equivalent Capital Markets Products redelivered or deemed redelivered, by the Customer to Long Bridge Securities shall pass to Long Bridge Securities, and, by Long Bridge Securities to the Customer shall pass to the Customer, on such redelivery or deemed re-delivery.
- 14.2** Notwithstanding the foregoing, the Customer may (by prior arrangement with or with the consent of Long Bridge Securities) effect any purchase or subscription of Capital Markets Products pursuant to any employee stock/share option scheme by paying and/or procuring the payment of the price for the same (whether or not pursuant and consequent upon the exercise of the Customer's option rights as an employee) for the purposes of effecting a redelivery of borrowed Capital Markets Products. In such a case, redelivery shall be deemed effective as from the later of the date of full payment for the Capital Markets Products and the Customer's absolute assignment (on a recourse basis) of all the Customer's entitlement with respect the purchased/subscribed for Capital Markets Products in form and substance acceptable to Long Bridge Securities and the payment in addition to Long Bridge Securities of an agreed fee in consideration of Long Bridge Securities accepting such assignment in lieu of physical redelivery of Capital Markets Products.

## 15. Delivery

- 15.1** You undertake to redeliver Capital Markets Products within the time prescribed for settlement for the sale/purchase of the relevant Capital Markets Products on the exchange it is listed on from the receipt of notice from Long Bridge Securities requiring such re-delivery, throughout the period of the loan of the borrowed Capital Markets Products.
- 15.2** Long Bridge Securities may call for the redelivery of all or any Capital Markets Products at any time in the ordinary course of business upon notice of not less than the time prescribed for settlement for the sale/purchase of the relevant Capital Markets Products on the exchange that it is listed on. You shall redeliver such Capital Markets Products not later than the expiry of such notice and shall execute and do all such assurances, acts and things which the Customer is required to do including where relevant the execution and delivery of a duly executed CDP Form 4.1 (or such other forms as may be prescribed by CDP from time to time) to Long Bridge Securities. Simultaneously with the redelivery of the Capital Markets Products in accordance with such call, Long Bridge Securities shall

redeliver the equivalent SBL Collateral in respect of the borrowed Capital Markets Products and repay any cash collateral to the Customer.

- 15.3** If the Customer does not re-deliver the borrowed Capital Markets Products in accordance with such call, Long Bridge Securities may elect to continue the loan of the borrowed Capital Markets Products provided that if Long Bridge Securities does not elect to continue such loan, it may by notice to the Customer, terminate such loan. In the event that the Customer fails to redeliver Capital Markets Products to Long Bridge Securities, Long Bridge Securities shall be entitled, at its sole and absolute discretion and without notice to the Customer, to “buy-in” the Capital Markets Products. If such right of “buy-in” is exercised by Long Bridge Securities, the Customer shall be liable to account to Long Bridge Securities for the total costs and expenses incurred by Long Bridge Securities as a result of such “buy-in”.
- 15.4** The procedures for the Customer to request return of Capital Markets Products lent to Long Bridge Securities, and the arrangements for dealing with the situation where such Capital Markets Products cannot be delivered by Long Bridge Securities will be as set out in the relevant Information Sheet.

## **16. Definitions**

<b>”Distribution</b>	shall have the definition given to it in Clause 8 of <b>Schedule F: Securities Borrowing and Lending Services.</b>
<b>“Excess Collateral”</b>	shall have the definition given to it in Clause 3.3 of <b>Schedule F: Securities Borrowing and Lending Services.</b>
<b>“Long Bridge Securities Collateral”</b>	shall have the definition given to it in Clause 2 of <b>Schedule F: Securities Borrowing and Lending Services.</b>
<b>“SBL Collateral”</b>	shall have the definition given to it in Clause 3.1 of <b>Schedule F: Securities Borrowing and Lending Services.</b>