



**UOB BULLION AND FUTURES LIMITED**  
**MARGIN TRADING AGREEMENT**

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# UOB BULLION AND FUTURES LIMITED

## Application

This Application (and its terms and conditions) and the Customer Agreement (and its supplemental terms and conditions) together comprise your **MARGIN TRADING AGREEMENT** with UOB Bullion and Futures Limited.

This Application comprises (a) the form set out immediately below; (b) each of the Schedules 1-8 set out on pages 4 to 18 hereto; and (c) the Declaration and Agreement set out on page 19-20 hereto.

## APPLICATION FORM

### INDIVIDUAL ACCOUNT

(1<sup>ST</sup> applicant if Joint Account)

ACCOUNT NO: \_\_\_\_\_

Name as per NRIC / Passport (*Mr / Mrs / Mdm / Miss / Dr)		Marital Status	
		[ <input type="checkbox"/> ] Single [ <input type="checkbox"/> ] Married [ <input type="checkbox"/> ] Others	
NRIC NO/PP No		Residential Status	
		[ <input type="checkbox"/> ] Resident [ <input type="checkbox"/> ] Non Resident	
Home Address			
Home Telephone no.	Hand phone no.	Office Telephone no.	Fax no.
Mailing Address	[ <input type="checkbox"/> ] Same as Home Address	[ <input type="checkbox"/> ] See below	
Signature:		Date:	

2<sup>nd</sup> Applicant (applicable for Joint Account)

Name as per NRIC / Passport (*Mr / Mrs / Mdm / Miss / Dr)		Marital Status	
		[ ] Single [ ] Married [ ] Others	
NRIC NO/PP No		Residential Status	
		[ ] Resident [ ] Non Resident	
Home Address			
Home Telephone no.	Hand phone no.	Office Telephone no.	Fax no.
Mailing Address	[ ] Same as Home Address	[ ] See below	
Signature:		Date:	

3<sup>rd</sup> Applicant (applicable for Joint Account)

Name as per NRIC / Passport (*Mr / Mrs / Mdm / Miss / Dr)		Marital Status	
		[ ] Single [ ] Married [ ] Others	
NRIC NO/PP No		Residential Status	
		[ ] Resident [ ] Non Resident	
Home Address			
Home Telephone no.	Hand phone no.	Office Telephone no.	Fax no.
Mailing Address	[ ] Same as Home Address	[ ] See below	
Signature:		Date:	

**Schedule 1  
SFA RISK DISCLOSURE STATEMENT**

**FORM 13**

**SECURITIES AND FUTURES ACT 2001  
(ACT 42 OF 2001)**

**SECURITIES AND FUTURES  
(LICENSING AND CONDUCT OF BUSINESS)  
REGULATION 2002**

**RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED UNDER SECTION 128(1) AND TO BE KEPT UNDER  
REGULATION 39 (2) (c) BY THE HOLDER OF A CAPITAL MARKETS SERVICES LICENCE TO TRADE IN FUTURES  
CONTRACTS OR LEVERAGED FOREIGN EXCHANGE CONTRACTS**

1. This statement is provided to you in accordance with section 128 (1) of the Securities and Futures Act 2001.
2. This statement does not disclose all of the risks and other significant aspects of trading in futures, options and leveraged foreign exchange. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to risk. Trading in futures, options and leveraged foreign exchange may not be suitable for many members of the public. You should carefully consider whether such trading is appropriate for you in the light of your experience, objectives, financial resources and other relevant circumstances. In considering whether to trade, you should be aware of the following:

**(a) *Futures and Leveraged Foreign Exchange Trading***

**(i) *Effect of 'Leverage' or 'Gearing'***

Transactions in futures and leveraged foreign exchange carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract or leveraged foreign exchange transaction so that the transaction is highly 'leverage' or 'geared'. A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit: this may work against you as well as for you. You may sustain a total loss of initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice in order to maintain your position. If you fail to comply with a request for additional funds within the time prescribed, your position may be liquidated at a loss and you will be liable for any resulting deficit in your account.

**(ii) *Risk-Reducing Orders or Strategies***

The placing of certain orders (e.g. 'stop-loss' orders, where permitted under local law, or 'stop-limit' orders) which are intended to limit losses to certain amounts may not be effective because market conditions may make it impossible to execute such orders. At times, it is also difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as 'spread' and 'straddle' positions may be as risky as taking simple 'long' or 'short' positions.

**(b) *Options***

***Variable Degree of Risk***

Transactions in options carry a high degree risk. Purchasers and sellers of options should familiarize themselves with the type of option (i.e. put or call) which they contemplate trading and the associated risks. You should calculate the extent to which the value of the options would have to increase for your position to become profitable, taking into account the premium paid and all transaction costs.

The purchaser of options may offset its position by trading in the market or exercise the options or allow the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract or leveraged foreign exchange transaction, the purchaser will have to acquire a futures or a leveraged foreign exchange position, as the case may be, with associated liabilities for margin (see the section on Futures and Leveraged Foreign Exchange Trading above). If the purchased options expire worthless, you will suffer a total loss of your investment which will consist of the option premium paid plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that, ordinarily, the chance of such options becoming profitable is remote.

Selling ('writing' or 'granting') an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of the amount of premium received. The seller will be liable to deposit additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract or leveraged foreign exchange transaction, the seller will acquire a futures or a leveraged foreign exchange position, as the case may be, with associated liabilities for margin (see the section on Futures and Leveraged Foreign Exchange Trading above). If the option is 'covered' by the seller holding a corresponding position in the underlying futures contract, leveraged foreign exchange transaction or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, limiting the liability of the purchaser to margin payments not exceeding the amount of the premium. The purchaser is still subjected to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

**(c) Additional Risks Common to Futures, Options and Leveraged Foreign Exchange Trading**

**(i) Terms and Conditions of Contracts**

You should ask the firm with which you conduct your transactions, the terms and conditions of the specific futures contract, option or leveraged foreign exchange transaction which you are trading and the associated obligations (e.g. the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract or a leveraged foreign exchange transaction and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances, the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearing house to reflect changes in the underlying interest.

**(ii) Suspension or Restriction of Trading and Pricing Relationships**

Market conditions (e.g. illiquidity) and/or the operation of the rules of certain markets (e.g. the suspension of trading in any contract or contract month because of price limits or 'circuit breakers') may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures contract, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge 'fair' value.

**(iii) Deposited Cash and Property**

You should familiarize yourself with the protection accorded to any money or other property which you deposit for domestic and foreign transactions, particularly in the event of a firm's insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specially identifiable as your own will be protected in the same manner as cash for purposes of distribution in the event of a shortfall.

**(d) Commission and Other Charges**

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.

**(e) Transactions in Other Jurisdictions**

Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to regulation which may offer different or diminished investor protection. Before you trade, you should enquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of regulatory authorities or markets in other jurisdictions where your transactions have been effected. You should ask the firm with which you conduct your transactions for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions before you start to trade.

**(f) Currency Risk**

The profit or loss in transactions in foreign currency-denominated futures and options contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

**(g) Trading Facilities**

Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order-routing, execution, matching, registration or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by the system provider, the market, the clearing house and/or member firms. Such limits may vary: you should ask the firm with which you conduct your transactions for details in this respect.

**(h) Electronic Trading**

Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or is not executed at all.

**(i) Off-Exchange Transaction**

In some jurisdictions, firms are permitted to effect off-exchange transactions. The firm with which you conduct your transactions may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subjected to a separate regulatory regime. Before you undertake such transactions, you should familiarize yourself with applicable rules and attendant risks.

**ACKNOWLEDGEMENT OF RECEIPT OF THIS RISK DISCLOSURE STATEMENT**

This acknowledges that I /we have received a copy of the RISK DISCLOSURE STATEMENT and understand its contents.

Name of Customer : \_\_\_\_\_

Signature of Authorised Signatory : \_\_\_\_\_

Name of Authorised Signatory : \_\_\_\_\_

Designation of Authorised Signatory \* : \_\_\_\_\_

Signature of witness : \_\_\_\_\_

Name of witness : \_\_\_\_\_

Date : \_\_\_\_\_

(DD/MM/YY)

\*For corporation only

*Note:*

"Margin" means an amount of money, securities, property or other collateral, representing a part of the value of the contract or agreement to be entered into, which is deposited by the buyer or the seller of a futures contract or in a leveraged foreign exchange transaction to ensure performance of the terms of the futures contract or leveraged foreign exchange transaction.

**Schedule 2**

**CONSENT TO TAKE THE OTHER SIDE OF AN ORDER**

**Preamble**

Pursuant to section 126 of the Securities and Futures Act, Chapter 289 of Singapore, read with Rule 3.4.14 of the Futures Trading Rules of the Singapore Exchange Derivatives Trading Limited, UOB Bullion and Futures Limited ("UOBF") needs to secure your prior consent to take, for themselves or any person associated with or connected to them (each a "Connected Person"), the opposite side of any order from you for any Futures contract ("Formal Consent").

To avoid the need on each occasion where there is the possibility of UOBF or a Connected Person being on the opposite side of your order to seek your prior consent before your own order may be executed and so avoid at least delay in execution and filling of your order, please sign below to confirm your Formal Consent.

**Formal Consent**

We, being the Customer indicated below, having read and understood the preamble above hereby agree to waive prior notice by UOBF and expressly consent to it assuming, from time to time the opposite side of our order(s) for its own account, an account of any Connected Person or an account in which it has direct or indirect interest.

We also confirm that our waiver and consent shall stand until and unless revoked by at least five (5) working days prior written notice to UOBF.

Signature of Customer : \_\_\_\_\_

Name of Customer : \_\_\_\_\_

Date : \_\_\_\_\_



### Schedule 3

#### NOTIFICATION ON RULE 1.01 OF THE CLEARING RULES OF THE SINGAPORE EXCHANGE DERIVATIVES CLEARING LIMITED

The Singapore Exchange Derivatives Clearing Limited (the “SGX-DC”) requires that this notification on the following Rule 1.01 of the Clearing Rules (the “Rules”) be provided for your acknowledgement that it is acceptable and accepted by you:

#### **RULE 1.01 APPLICATION OF RULES**

- 1.01.1 The Rules apply to all Members and operate as a binding contract between the SGX-DC and each Member and between a Member and any other Member and for the exclusive benefit only of the parties to such contract(s). Save as otherwise provided in the Rules, a person who is not a party to the Rules has no rights under the Contracts (Rights of Third Parties) Act (Chapter 53B) to enforce any terms of the Rules.
- 1.01.2 Except where the SGX-DC otherwise expressly agrees with or expressly commits itself to any party, the benefit of any performance by the SGX-DC of its obligations under:
- 1.01.2.1 the Rules, or
- 1.01.2.2 Directives, Practice Notes or Circulars issued by the SGX-DC,
- is restricted to only Members. The SGX-DC shall have no liability to any other party. In particular, the SGX-DC shall have no liability to any party affected or aggrieved by any alleged action or omission of the SGX-DC or any of the directors, officers or employees of the SGX-DC.
- 1.01.3 Without prejudice to Rule 1.01.2 or the benefit of any exclusion of liability in any contract or undertaking in favour of the SGX-DC, the SGX-DC accepts no duty to and therefore shall have no liability whatsoever to any Member or any Third Party in contract, tort, trust, as a fiduciary or under any other cause of action in respect of any damage, loss, cost or expense of whatsoever nature suffered or incurred by a Member or any Third Party, as the case may be, as a result of:
- 1.01.3.1 any suspension, restriction or closure of any market whose contracts are cleared by or novated to the SGX-DC (each a “Relevant Market”), whether for a temporary period or otherwise or as a result of a decision taken on the occurrence of a market emergency;
- 1.01.3.2 any failure by the SGX-DC or any Relevant Market to supply each other with data or information in accordance with arrangements from time to time established between and/or amongst any or all such persons;
- 1.01.3.3 the failure of any systems, communications facilities or technology supplied, operated or used by the SGX-DC;
- 1.01.3.4 the failure of any systems, communications facilities or technology supplied, operated or used by any Relevant Market;
- 1.01.3.5 the inaccuracy of any information supplied to and relied on by the SGX-DC (including but not limited to any error in the establishment of a settlement price made by a Relevant Market) or a Relevant Market; and
- 1.01.3.6 any event which is outside the reasonable control of the SGX-DC.
- 1.01.4 Without prejudice to Rule 1.01.2, and in addition to Rule 1.01.3, each Member should and must note that in connection with any index used or to be used by the SGX-DC for clearing and settlement or in connection or by reference therewith, none of the SGX-DC, its directors or officers or any relevant party that the SGX-DC may contract with for the supply of the index or information in relation thereto (each of the foregoing, a “Relevant Party”) assume any obligation or liability in connection with the clearing or settlement of any contract based on such index. Accordingly, none of the foregoing parties shall be in any way responsible for any losses, expenses or damages (in all cases direct or indirect) arising in connection with or referable to the clearing or settlement of any contract linked or referable to the said index, provided that nothing herein shall affect either obligations of the SGX-DC or its Members as parties clearing or settling in any contract so linked or referable. None of the Relevant Parties guarantee or warrant or undertake in any manner the accuracy or completeness of any such index or any information or data included in or referable

to it.

NONE OF THE RELEVANT PARTIES MAKES ANY WARRANTY OR GIVES ANY GUARANTEE OR UNDERTAKING, EXPRESS OR IMPLIED, AS TO THE ACCURACY OR COMPLETENESS OF, OR THE RESULTS TO BE OBTAINED BY ANY PERSON OR ENTITY FROM THE USE OF ANY SUCH INDEX, OR ANY INFORMATION OR DATA INCLUDED IN OR REFERABLE TO IT IN CONNECTION WITH ANY CLEARING OR SETTLEMENT OF ANY CONTRACTS OR FOR ANY OTHER USE. NONE OF THE RELEVANT PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY SUCH INDEX, OR ANY INFORMATION OR DATA INCLUDED IN OR REFERABLE TO ANY SUCH INDEX.

- 1.01.5 All Members are to note the foregoing and ensure that they are taking on membership in and/or will carry on as Members of the SGX-DC, transact and will transact by reference to the SGX-DC or any Contract or information or action referable to the SGX-DC or any of its directors or officers, only on the foregoing basis and will also ensure that they will not open or allow the continued operation of any account for any person with respect to any Contract unless such person has been notified of the foregoing provisions and has satisfied him/herself or itself that the same is acceptable and is accepted.

**(Definitions of Capitalised Expressions in the Rules:** The capitalized expressions in the foregoing Rule 1.01 (which are not otherwise defined above) have the respective meanings as ascribed to them in the Rules.)

#### **ACKNOWLEDGEMENT OF RECEIPT OF NOTIFICATION ON RULE 1.01 OF THE CLEARING RULES OF THE SGX-DC**

This acknowledges that we have received a copy of the NOTIFICATION ON RULE 1.01 OF THE CLEARING RULES OF THE SGX-DC and the same is acceptable and accepted by us.

Signature of Customer : \_\_\_\_\_

Name of Customer : \_\_\_\_\_

Date : \_\_\_\_\_

#### Schedule 4

### **NOTIFICATION ON RULE 1.6 OF THE FUTURES TRADING RULES OF THE SINGAPORE EXCHANGE DERIVATIVES TRADING LIMITED**

The Singapore Exchange Derivatives Trading Limited (“SGX-DT”) requires that this notification on the following Rule 1.6 of its Futures Trading Rules (the “Rules”) be provided to you:

#### **Rule 1.6 of the Futures Trading Rules: Exclusion of Liability, Disclaimer of Warranties & Statutory Immunity**

##### 1.6.1 No Liability for Loss

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

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

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

##### 1.6.2 Statutory Immunity

As provided under the Securities and Futures Act, Chapter 289 of Singapore (the “Act”), the SGX-DT or any Person acting on its behalf including any director or any Committee Member shall be immune from any criminal or civil liability for anything done (including any statement made) or omitted to be done with reasonable care and in good faith in the course of, or in connection with, the discharge or purported discharge of its obligations under the Act or the Rules.

##### 1.6.3 Disclaimer of Warranties

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

##### 1.6.4 Index Related Disclaimers

The SGX-DT, Index Provider and any other party involved in, or related to, making or compiling any index do not guarantee the originality, accuracy or completeness of such indices or any data included therein. Contracts on any index (“Index Contracts”) are not sponsored, guaranteed or endorsed by the Index Provider or any other party involved in, or related to, making or compiling such indices. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any representations regarding the advisability of investing in such Index Contracts. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any warranty, express or implied, as to the results to be obtained by any person or any entity from the use of such index or any data included therein. Neither the Index Provider nor any other party involved in, or related to, making or compiling any MSCI Index makes any express or implied warranty, and expressly disclaims all warranties of merchantability and fitness for a particular purpose or use with respect to such index or any data included therein. Without limiting any of the foregoing, in no event shall an Index Provider or any other party involved in, or related to, making or compiling any index have any liability for

any direct, special punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. In addition, neither the SGX-DT, an Index Provider nor any other party involved in, or related to, making or compiling any index shall have any liability for damages, claims, losses or expenses relating to any futures or options contracts that may be caused by any errors or delays in calculating or disseminating such index.

“Index Provider” as used herein refers to MSCI, FTSE, IISL, NKS or such other index provider and their respective affiliates with whom the SGX-DT has or shall enter into agreements with for the creation and exploitation of indices and index-linked products.

#### 1.6.5 Notification to Customers

Members shall notify Customers of the above exclusion of liability and disclaimer of warranty by the SGX-DT either by way of inclusion in the contracts granting access to the Markets or such other manner as approved by the SGX-DT.

**(Definitions of Capitalised Expressions in the Rules:** The capitalized expressions in the foregoing Rule 1.6 (which are not otherwise defined above) have the respective meanings as ascribed to them in the Rules.)

## Schedule 5

### GLOBEX® RISK DISCLOSURE STATEMENT

#### GLOBEX® CUSTOMER INFORMATION AND RISK DISCLOSURE STATEMENT

The rules of the exchanges that will be participating in GLOBEX® trading require that we provide you with this GLOBEX® Customer information and Risk Disclosure Statement prior to accepting orders for your account. If you have any questions, please contact your Financial advisor.

GLOBEX is a world-wide automated order entry and matching system for futures and options. It is not a regulated futures exchange. Participating U.S. and foreign exchanges will list their contracts for trading on the system. Each exchange that lists futures and options for trading through GLOBEX will have sole control to determine the hours that the instruments may be traded and the rules that will apply to such trading, subject to review by the relevant regulatory authority. Before trading through GLOBEX, you should understand that certain features of GLOBEX make trading through the system different than pit trading and that such differences may affect order entry. The following paragraphs highlight some of these features. For further explanation, you should confer with your brokerage firm.

#### ORDERS MATCHED ELECTRONICALLY

Orders entered through GLOBEX will not be executed on the floor of an exchange in trading pit. Such orders will be electronically matched.

#### **Risk Factor: Possible System Failure**

**GLOBEX has been designed to provide an efficient and dependable system for entering and matching orders. It includes backup facilities that will enable the system to continue operations through certain types of system failure. However, as with any automated system, it is possible that service could be interrupted by a system failure. In that event, depending on the type of failure, it may not be possible, for some period of time, to enter new orders, execute existing orders or to cancel orders that were previously entered.**

#### **Risk Factor: Limitation of Liability**

**Each participating exchange has adopted provisions that limit the liability of the exchange, the GLOBEX Joint Venture, L.P., and others. These provisions limit the amount of damages that you can collect, if any. The text of these provisions is set forth at the end of this Statement.**

#### TRADING SESSIONS

Participating exchanges may have trading sessions in addition to their GLOBEX Trading Session. For U.S. exchanges which do not have Night Trading Hours ("NTH"), the Trading Day shall consist of two trading sessions beginning with the Electronic Trading Hours ("ETH" or "GLOBEX") Session and ending with the Regular Trading Hours ("RTH") Session. If a U.S. exchange has Night Trading Hours, the Trading Day will consist of three Trading Sessions beginning with the Night Trading Hours Session followed by the Electronic Trading Hours Session and ending with the Regular Trading Hours Session.

The settlement prices shall be determined based on the close of the RTH Session. You should be aware that not all contracts that are listed during RTH will be listed for trading through GLOBEX. Also, not necessarily all options months and strike prices that are listed during RTH will be listed for trading through GLOBEX. For further information on the trading sessions and contracts offered by participating exchanges, you should confer with your brokerage firm.

#### SINGLE PRICE OPENING

GLOBEX will calculate an opening price by finding an equilibrium based on all bids and offers entered into the system prior to the opening. Orders entered prior to the open may or may not be executed on the open.

**Risk Factor: For a brief period prior to the open, orders entered into the system for execution at the opening may not be cancelled.**

#### ORDER TYPES

The GLOBEX system will not accept orders (such as market orders) that do not specify a limit price. A customer may, however, obtain the effect of a market order by specifying a limit price that betters the current market price. Such a "price or better" order will be filled against standing orders in the system, at the price of the standing orders, until the customer's order is filled or his limit price is reached.

The GLOBEX system will not accept contingency orders including MIT and STOP orders. Unless otherwise prohibited by exchange rules, a firm may accept contingency orders from customers. In such cases, the orders will be handled manually by a terminal operator entering a limit order (or series of limit orders) when the contingent event occurs. For example, in the

case of a stop order, once the stop has been elected the terminal operator would enter a limit order (or series of limit orders) until the order is completely filled.

**Risk Factor:** There is no guarantee that a “price or better” order will be filled, particularly if a previously entered “price of better” order was filled against the standing orders. Further, if the customer fails to specify a limit on a contingent order there is not guarantee that the order will be filled at a price comparable to the contingency price.

#### ORDER PRIORITY

GLOBEX will match orders based first on price and second on time of entry, with orders at the same price being matched so that the order received first at the host computer is matched first.

**Risk Factor:** In the event of a GLOBEX host computer failure, all orders that were previously entered into the system will lose their time priority. Each firm will be responsible to re-enter the orders, at which time matching will be based on price and the time that the orders were re-entered to the host.

#### ORDER PRESUMPTIONS

Unless the customer and broker agree otherwise, it will be presumed that all orders other than limit orders are being entered for the NTH and/or RTH Sessions rather than the ETH Session.

A limit order that does not contain a Trading Session designation will be cancelled if not filled during the Session in which it was received or, if it was received between Trading Sessions, during the next Session. A limit order may specify one of the following Trading Session designations:

- (a) NTH only - the order will be cancelled if not filled during that Night Trading Session.
- (b) ETH only - the order will be cancelled if not filled during that GLOBEX Trading Sessions.
- (c) RTH only - the order will be cancelled if not filled during that RTH Session.
- (d) Cancel after RTH - if the order is received during Electronic Trading Hours, it is available for execution during that GLOBEX Session and the immediately following RTH Session. If the order is received after the close of a GLOBEX Session, the order is available for execution during the next RTH Session. In either case, the order is cancelled if not filled by the end of the RTH Session.

An Open or Good-Till-Cancelled (“GTC”) limit order will, in the absence of a specific designation limiting its scope, remain in force during NTH, ETH and RTH Sessions until executed or cancelled. An open limit order may be restricted by including one of the following designations:

- (a) NTH/Open - the order will remain in force during Night Sessions only until executed or cancelled.
- (b) ETH/Open - the order will remain in force during GLOBEX Sessions only until executed or cancelled.
- (c) RTH/Open - the order will remain in force during RTH Sessions only until executed or cancelled.

#### CONTROLLING LAW

Trade execution for all contracts listed by U.S. exchanges will be conducted in the United States, and the rights and liabilities growing out of such execution are subject to U.S. law. Trade execution of instruments listed on GLOBEX by non-U.S. exchanges are subject to the law of the country of the listing exchange.

#### EXCHANGE RULES

You should be aware that trading an exchange’s contracts through GLOBEX is subject to the rules and regulations of that exchange, including the following provision adopted by each U.S. participating exchange:

**LIMITATION OF LIABILITY- EXCEPT AS PROVIDED IN THE “GLOBEX CONTROL CENTER LIMITATION OF LIABILITY” PROVISION, AND EXCEPT IN INSTANCES WHERE THERE HAS BEEN A FINDING OF WILLFUL OR WANTON MISCONDUCT, IN WHICH CASE THE PARTY FOUND TO HAVE ENGAGED IN SUCH CONDUCT CANNOT AVAIL ITSELF OF THE PROTECTIONS IN THIS PROVISION, NEITHER THE EXCHANGE INCLUDING ITS SUBSIDIARIES, AFFILIATES AND PARTNERSHIPS OF WHICH IT IS A PARTNER, ITS ASSOCIATED CLEARING ENTITY, J.V. MANAGEMENT, INC., GLOBEX JOINT VENTURE L.P., GLOBEX CORPORATION, REUTERS (EXCEPT AS OTHERWISE PROVIDED BY ANY AGREEMENT WITH REUTERS), MEMBERS, CLEARING MEMBERS, OTHER PERSONS ACTING AS AGENTS IN CAUSING ORDERS OF OTHERS TO BE ENTERED INTO THE GLOBEX SYSTEM, NOR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES SHALL BE LIABLE TO ANY PERSON, INCLUDING A CUSTOMER, FOR ANY LOSSES, DAMAGES, COSTS OR EXPENSES (INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, LOSS OF USE, DIRECT, INDIRECT, INCIDENTAL OR CONSEQUENTIAL DAMAGES), ARISING FROM (i) ANY FAILURE OR MALFUNCTION, INCLUDING ANY INABILITY TO ENTER OR CANCEL ORDERS, OF THE GLOBEX SYSTEM OR ANY EXCHANGE OR GLOBEX JOINT VENTURE, L.P. SERVICES OR FACILITIES USED TO SUPPORT THE GLOBEX SYSTEM, OR (ii) ANY FAULT IN DELIVERY, DELAY, OMISSION, SUSPENSION,**

INACCURACY OR TERMINATION, OR ANY OTHER CAUSE, IN CONNECTION WITH THE FURNISHING, PERFORMANCE, MAINTENANCE, USE OF OR INABILITY TO USE ALL OR ANY PART OF THE GLOBEX SYSTEM, OR ANY EXCHANGE OR GLOBEX JOINT VENTURE, L.P. SERVICES OR FACILITIES USED TO SUPPORT THE

GLOBEX SYSTEM. THE FOREGOING SHALL APPLY REGARDLESS OF WHETHER A CLAIM ARISES IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE. THE FOREGOING SHALL NOT LIMIT THE LIABILITY OF

ANY MEMBER, CLEARING MEMBER, OTHER PERSON ACTING AS AGENT IN CAUSING ORDERS OF OTHERS TO BE ENTERED INTO THE GLOBEX SYSTEM OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES FOR ANY ACT, INCIDENT, OR OCCURRENCE WITHIN THEIR CONTROL.

THERE ARE NO EXPRESS OR IMPLIED WARRANTIES OR REPRESENTATIONS PROVIDED BY THE EXCHANGE (INCLUDING ITS SUBSIDIARIES, AFFILIATES AND PARTNERSHIPS OF WHICH IT IS A PARTNER), ITS ASSOCIATED CLEARING ENTITY, J.V. MANAGEMENT, INC., GLOBEX JOINT VENTURE, L.P., GLOBEX CORPORATION OR REUTERS, RELATING TO THE GLOBEX SYSTEM OR ANY EXCHANGE OR GLOBEX JOINT VENTURE, L.P. SERVICES OR FACILITIES USED TO SUPPORT THE GLOBEX SYSTEM, INCLUDING BUT NOT LIMITED TO WARRANTIES OF MERCHANTABILITY AND WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE OR USE.

ANY DISPUTE ARISING OUT OF THE USE OF THE GLOBEX SYSTEM OR EXCHANGE OR GLOBEX JOINT VENTURE, L.P. SERVICES OR FACILITIES USED TO SUPPORT THE GLOBEX SYSTEM IN WHICH THE EXCHANGE (INCLUDING ITS SUBSIDIARIES, AFFILIATES AND PARTNERSHIPS OF WHICH IT IS A PARTNER), ITS ASSOCIATED CLEARING ENTITY, J.V. MANAGEMENT, INC., GLOBEX JOINT VENTURE, L.P., GLOBEX CORPORATION OR ANY OF THEIR RESPECTIVE OFFICERS, DIRECTORS OR EMPLOYEES IS A PARTY SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS. ANY ACTIONS, SUITS OR PROCEEDINGS AGAINST ANY OF THE ABOVE MUST BE BROUGHT WITHIN TWO YEARS FROM THE TIME THAT A CAUSE OF ACTION HAS ACCRUED, AND ANY PARTY BRINGING SUCH ACTION AGAINST THE CHICAGO BOARD OF TRADE, CHICAGO MERCANTILE EXCHANGE (INCLUDING THEIR SUBSIDIARIES, AFFILIATES AND PARTNERSHIPS OF WHICH THEY ARE PARTNERS), ASSOCIATED CLEARING ENTITIES, J.V. MANAGEMENT, INC., GLOBEX JOINT VENTURE, L.P., GLOBEX CORPORATION OR REUTERS CONSENTS TO JURISDICTION IN THE U.S. DISTRICT COURT FOR THE NORTHERN DISTRICT OF ILLINOIS AND THE CIRCUIT COURT OF COOK COUNTY, ILLINOIS, AND WAIVES ANY OBJECTION TO VENUE. THIS PROVISION SHALL IN NO WAY CREATE A CAUSE OF ACTION AND SHALL NOT AUTHORIZE AND ACTION THAT WOULD OTHERWISE BE PROHIBITED BY EXCHANGE RULES AND REGULATIONS.

NOTWITHSTANDING ANY OF THE FOREGOING PROVISIONS, THIS PROVISION SHALL IN NO WAY LIMIT THE APPLICABILITY OF ANY PROVISION OF THE COMMODITY EXCHANGE ACT OR THE CFTS'S REGULATIONS.

**GLOBEX CONTROL CENTER-LIMITATION OF LIABILITY.**- The GLOBEX Joint Venture, L.P. ("Joint Venture") shall provide employees in the GLOBEX Control Center ("GCC") to perform certain services for members and clearing members with respect to GLOBEX . Such employees may not always be available to assist members and clearing members. The Joint Venture shall be liable when such employees negligently: (1) cancel or fail to cancel orders resting in the GLOBEX system; (2) deactivate a GLOBEX terminal, in which case only those orders that were resting in the system at the time of deactivation may be the basis for an allowable claim; (3) fail to deactivate a GLOBEX terminal pursuant to a clearing member's instructions, in which case those orders that were entered or matched after the instruction was received by the GCC, but before the GCC has had a reasonable period of time to act upon such instruction, shall not form the basis for an allowable claim; and (4) issue passwords to unauthorized persons in violation of a clearing member's instructions.

The liability of the Joint Venture for the above shall be limited as follows:

- \$10,000 for any single claim; and
- \$100,000 for all claims arising out of the negligent actions or failures to act of all GCC employees on any single day.

A single claim shall mean a loss resulting from all actions to act as described above that were performed negligently by all GCC employees with respect to a single order entered through GLOBEX, or multiple orders entered through GLOBEX for a single customer. Such claim may be brought by the member or clearing member who (or whose customer) was damaged.

If the number of allowed claims arising out of the negligent actions or failures to act of all GCC employees on a single day cannot be fully satisfied because of the above limitations, all such claims shall be limited to a pro rata share of the maximum per day amount.

A claim against the Joint Venture for the negligent actions or failures to act enumerated above of the GCC employees shall only be allowed if such claim is brought pursuant to and in accordance with this provision.

(The remainder of the provision, which has been omitted, addresses the procedure for arbitrating a claim pursuant to the provision.)

**Schedule 6**

**TRADING OF DERIVATIVES ON BURSA MALAYSIA DERIVATIVES BERHAD  
(BURSA)**

1. The capital control measures introduced by the Malaysian government apply to all non-residents. One of these measures require all ringgit profits generated from trading on all Malaysian futures exchanges to be kept in Malaysia for one year before they can be remitted overseas. However, a recent concession by the Malaysian authorities, allows non-residents to withdraw such trading profits including any excess margin deposit, provided the trading is carried out through Designated External Account (DEA) opened solely for the purpose of trading in derivatives on these Exchanges.
2. The procedures require the Company to open a DEA with a Malaysia bank and also with the Company's Malaysian broker, to facilitate my/our trading of derivatives on BURSA. My/our cash deposits with the Company for trades on BURSA will be remitted to the Company's DEA with the Malaysian bank and converted to MYR for use as margin deposit for the trades. As explained above, the Malaysian foreign exchange concession rule allows any profits and excess MYR deposit over and above that required for margin purposes to be converted to foreign currency and repatriated.
3. Any foreign exchange differences resulting from currency conversions for the inward and outward remittances will be for my/our accounts.
4. I/We am/are to be bound by any future changes in Malaysian foreign exchange rules and regulations affecting derivatives trades and customers' cash deposits held in the DEA.



**Schedule 7**

**NOTIFICATION OF REQUIREMENT TO PROVIDE LETTER OF AWARENESS**

We are required as a Clearing Member of the Singapore Exchange Trading Limited ("SGX-DT") to inform you of the following:

Pursuant to Rule 2.20.4.4 of the Rules of SGX-DT, a customer of a Clearing Member is required to provide directly to SGX-DT a Letter of Awareness from the customer/customer's ultimate parent corporation or holding company, with a copy to us when the total maintenance margins required to be deposited by the Collective Customer exceeds:-

- US\$70 million or
- 5% of the net worth of the customer,  
whichever is higher, at the close of business on any business day.

A Collective Customer means a customer/customer and its related corporations for whom the Clearing member also maintains accounts as customers of the Clearing Member.

The Letter of Awareness shall be in the prescribed format as given to you and is valid for a period of one year from the date of issue. The Letter of Awareness shall be renewed upon expiry if the maintenance margins of the Collective Customer is still above the threshold as stated in (1) at the time of the expiry of the Letter of Awareness.

Schedule 8

**DISCLOSURE OF TERMS AND CONDITIONS IN RESPECT OF OUR CUSTODY  
ARRANGEMENTS WITH UNITED OVERSEAS BANK LIMITED**

1. To facilitate your trading in precious metals through your account with us, we have made custody arrangements with United Overseas Bank Limited ("UOB"), under which UOB will serve as the custodian for your precious metals acquired through your trading under your account. Your precious metals will be held by UOB in our customer account which we maintain with UOB for this purpose (our "Customer Account").
2. We are required by Regulation 32(2) of the Securities and Futures (Licensing and Conduct of Business) Regulations of Singapore to disclose to you the terms and conditions agreed between us and UOB in respect of such custody arrangements.
3. In compliance with Regulation 32(2), please be informed that we and UOB have agreed to the following terms and conditions (the "Custody Terms") which shall govern our Customer Account:
  - 3.1. UOB will acknowledge and confirm that all our customer assets are placed in our Customer Account and held therein by us on trust for our customers. Accordingly:
    - (a) UOB shall designate our Customer Account as "UOB Bullion and Futures Limited – Customers Account";
    - (b) UOB shall hold and record all assets placed or held in our Customer Account in accordance with our instructions;
    - (c) UOB shall keep such records as shall identify all assets placed or held in our Customer Account as belonging to our customers;
    - (d) UOB shall keep all assets placed or held in our Customer Account on a segregated basis from, and not commingled with, any of UOB's assets or any of our own assets; and
    - (e) UOB shall not claim any security interest (including any lien, right of retention or right of sale) over any asset placed or held in our Customer Account, except:
      - (i) where we have obtained our customers' written consent for such security interest, and we have notified UOB in writing of our having obtained such written consent; or
      - (ii) in respect of any charges as may be agreed between UOB and us in writing in relation to UOB's administration or custody of any such assets.
  - 3.2. UOB shall provide such information as we may from time to time require in order that we may comply with all our record-keeping obligations under the SFA, the SFR or any other law.
  - 3.3. Unless we otherwise instruct UOB in writing, all assets placed or held in our Customer Account (if registrable in the name of any person) shall be registered in our name.
  - 3.4. Unless we otherwise instruct UOB in writing, all entitlements (if any) arising from, or accruing in relation to, any asset placed or held in our Customer Account and received by UOB, shall be placed and held in our Customer Account.
  - 3.5. Notwithstanding paragraph 3.1 above, UOB shall not permit any withdrawal of any asset placed or held in our Customer Account, except upon our written instructions. For the avoidance of doubt, UOB shall not accept or act on any instructions from any of our customers for any dealing, withdrawal or delivery whatsoever of any asset placed or held in our Customer Account.
  - 3.6. In the absence of any default, fraud or negligence on our part, UOB shall indemnify us, keep us indemnified and hold us harmless against any and all loss of the assets maintained in our Customer Account arising as a result of or in connection with, any default, fraud or negligence on UOB's part or on the part of any of UOB's agents.
  - 3.7. UOB shall be entitled to charge such fees, charges and costs (as UOB and we may from time to time agree in writing) in connection with UOB's administration or custody of the assets in our Customer Account.

- 3.8. These Custody Terms shall supersede and replace any previous understanding or agreements with UOB with respect to our Customer Account and shall comprise the entire understanding between UOB and us with respect to the subject matter hereof.

# UOB BULLION AND FUTURES LIMITED

## DECLARATION AND AGREEMENT

By signing this Application and in consideration of UOB Bullion and Futures Limited (“UOBF”) opening, operating and/or maintaining an account (where applicable) and/or facility and/or agreeing to provide us with the services requested for, we (the “Customer”) hereby declare, warrant and agree: -

- (a) that all information submitted in connection with this Application is true and accurate in all respects;
- (b) that we will promptly notify UOBF in writing of any material changes;
- (c) that we have read, understood, accepted and agreed to all the terms and conditions set out in this Application, including the Master Trading Agreement terms and conditions;

We understand that UOBF may from time to time update or revise the Master Trading Agreement terms and conditions (as UOBF may in its absolute discretion deem fit) and that such updated / revised Master Trading Agreement terms and conditions will be made available at UOBF’s registered address for reference by us during UOBF’s ordinary business hours. We hereby confirm and agree each such updated / revised version of the Master Trading Agreement terms and conditions shall be effective and (to the extent of its application) be binding upon us immediately with effect from such date as UOBF may in its absolute discretion specify and notify to us in such manner as UOBF may in its absolute discretion deem fit;

- (d) that we have read, understood, accepted and agreed to the terms of all the Risk Disclosure Statements as applicable, attached hereto and forming a part of this Application; that the Risk Disclosure Statements are not substitutes for our taking independent advice, and that (because among other things UOBF is not our fiduciary or investment adviser) no Transaction will be entered into by us in reliance on any statement, advice or information by UOBF;
- (e) that we have received, read, understood, accepted and agreed to the terms and conditions of such supplemental consents as well as the Notification on Rule 1.6 of the Futures Trading Rules of the Singapore Exchange Derivatives Trading Limited and the Notification on Rule 1.01 of the Clearing Rules of the Singapore Exchange Derivatives Clearing Limited as applicable and attached hereto and forming a part of this Application;
- (f) that we have taken independent legal advice to resolve any doubts we may have in relation to the documents provided to us with this Application;
- (g) that we shall supply any additional information as UOBF may require in connection with the processing of this Application and the opening, operation and maintenance of any Account or facility established with UOBF;
- (h) that we will execute all documents and instruments (including any security documents) and do all acts and things as may be required by UOBF in connection with the processing of this Application and the opening, operation and maintenance of any Account or facility established with UOBF; and
- (i) that we are the legal and beneficial owners of the Account or facility established with UOBF.

By signing this Application and sending it in to UOBF, we signify that our Application is on the basis of and subject to all the terms and conditions set out in this Application, including the Master Trading Agreement, and we will therefore be bound by such terms and conditions forthwith on UOBF accepting our Application.

Where this Application is sent from a jurisdiction other than Singapore, such Application will only be regarded as an Application from us on the terms above only when actually received and reviewed by UOBF in Singapore and on the basis that UOBF’s acceptance of our Application is to be and shall be deemed effective forthwith on acceptance of our Application by UOBF in Singapore and the corresponding opening of an account for us in Singapore and not only when such acceptance and opening of our Account is communicated to us.

We hereby acknowledge and confirm that this Application shall be subject to the approval and acceptance of UOBF in its sole and absolute discretion and that UOBF shall be entitled to rejection our Application in its sole and absolute discretion without having to give any reasons for such rejection.

Signature of Customer : \_\_\_\_\_

Name of Customer : \_\_\_\_\_

Date : \_\_\_\_\_

## CUSTOMER AGREEMENT

To: UOB Bullion and Futures Limited

In consideration of your agreeing to allow the undersigned (hereinafter called 'the Customer') to open and maintain one or more accounts with you and your agreeing to act as brokers for the Customer, except on occasions otherwise specified, the Customer hereby agrees that all transactions executed by you for any account or accounts of the Customer, whether designated by name, number or otherwise, for the purchase or sale of commodities shall be subject to the following terms and conditions.

The following expressions shall have the following meanings:

'Associate' shall mean but not be limited to United Overseas Bank Limited, Far Eastern Bank Limited, and any other company in which you or any of the aforesaid banks own(s) beneficially 50% or more of the equity share capital. In so far as rights and duties are herein expressed to be accorded to or imposed upon an associate company of yours, you are regarded as entering into this Agreement on behalf of that associate.

'Company' means UOB Bullion & Futures Ltd.

'Commodities' shall include but not be limited to gold, silver, platinum or other physical commodities, commodity forward, or futures contracts, commodity options, currency and interest rate futures or forward contracts.

'Property' shall include but not be limited to securities of all kinds, monies, options, commodities and contracts for the future or prompt delivery of, or otherwise relating to, commodities or securities and all other property usually and customarily dealt in by brokerage firms.

'Margin' means any security for the performance by a Customer of his obligations to the Company which is held by the Company in the form of US\$ or metals or in such other form as may be acceptable to the Company.

'Initial Margin' means the minimum amount required to be deposited by Customer with the Company for each contract opened.

'Maintenance Margin' means the minimum balance which must be maintained for each contract in a Customer's Account subsequent to deposit of the Initial Margin.

'First Notice Day' means the first date, varying by contracts and exchange, on which notices of intention to deliver actual financial instruments against futures are authorized.

'Last Trading Day' means the final day under an exchange's rules during which trading may take place in a particular delivery futures month. Futures contracts outstanding at the end of the last trading day must be settled by delivery of underlying securities or by agreement for monetary settlement if the former is impossible.

The heading to the paragraphs hereof shall not be deemed to be a part thereof or to be taken into consideration in the interpretation or construction thereof of this Agreement.

### GENERAL

1. All transactions and contracts under this Agreement shall be subject to the constitution, rules, by-laws, regulations, customs, usages, rulings and interpretations, from time to time extant or in force of the exchange or exchanges or other markets (and of their respective clearing house, if any), where the transactions and contracts are executed by you or your agents, including but not by way of limitation, the provisions of the Rules and By-Laws of the Singapore Exchange Derivatives Limited (hereinafter called 'SGX-DT') so far as the same are applicable and for this purpose notwithstanding that the Customer may not be a member of the said exchange and/or clearing house, the Customer shall be deemed to be such a member.

## **INTENTION TO DELIVER**

2. It is understood and agreed that all transactions and contracts for the Customer contemplate actual receipt and delivery of the subject matter of such transactions and contracts and payment therefor.

## **BROKER TO CUSTOMER**

3. In all transactions and contracts between you and the Customer, the Customer understands that you are acting as the brokers of the Customer except when you disclose to the Customer on or before the completion of a particular transaction or contract that you are acting, with respect to such transaction or contract as dealers for your own account or as brokers for some other person.
4. You shall have no obligation to provide the Customer with information with respect to any position of the Customer's and (except as directed by the Customer) no obligation to close any position in any account you may carry on behalf of the Customer. Notwithstanding the aforesaid, you shall have the right, in your absolute discretion and without assigning any reason therefor, to refuse to act for the Customer in any particular transaction or contract.

## **NO WAIVER OR AMENDMENT**

5. Unless otherwise provided herein, no provision of this agreement shall in any respect be waived, altered, modified or amended unless such waiver, alteration, modification or amendment is in writing and signed by your authorized officer. We hereby agree that you may amend, vary or supplement any provision of this agreement and that any such amendment, variation or supplement shall take effect as from the date specified in your notice to us of the same or, in the absence of any such specification, the date of the notice. No waiver or amendment of this Agreement may be implied from any course of dealing between the parties hereto or from any failure by you or your agents in asserting your rights under this agreement on any occasion or series of occasions.

## **GENERAL LIEN, RIGHT OF SET-OFF AND CLOSE-OUT**

6. All funds, securities, commodities and other property of the Customer's which may at time be in your possession or control or carried on your books for the Customer either solely, jointly with others, or as a guarantor for the account of any person for any purpose, including safekeeping, are to be held by you as continuing security and subject to a general lien and right of set off for liabilities of the Customer to you or your associate whether or not you have made advances in connection with such securities, commodities or other property, and irrespective of the number of accounts the Customer may have with you and you are hereby authorized to sell and/or purchase any and all such securities, commodities or other property without notice to the Customer to satisfy such general lien. You may in your discretion, at any time and from time to time, without notice to the Customer apply and/or transfer any or all funds, securities or commodities or other property of the Customer's interchangeably between any of the Customer's accounts.
7. The Customer also hereby grants to you the right to carry in your general loans and to pledge, repledge, hypothecate, rehypothecate, invest or loan, either separately or with the property of other customers, to either yourself as brokers or to others, any securities or other property held by you on margin for the accounts of the Customer or as collateral therefor, without notice to the Customer and without any obligation to pay to the Customer, or to account to the Customer for any interest, income, or benefit that may be derived therefrom. You shall at no time be required to deliver to the Customer the identical property delivered to or purchased by you for any account of the Customer but only property of the same kind and amount. Your rights set forth above shall be qualified by requirements for the segregation of customer funds and property under the rules of SGX-DT.
8. You shall be entitled at any time without notice to combine and/or consolidate all or any of the Customer's accounts with you and your associate. Without limiting or modifying the general provisions of the Agreement, you are hereby specifically authorized to transfer any sum or sums among the different accounts that the Customer has with you and with any of your associates in settlement of all the Customer's debts with you.

## **MARGINS**

9. The initial margin and maintenance margin, as determined by you in your sole discretion, will be maintained by the Customer in any and all accounts the Customer may at any time carry with you. If you determine that additional margin is required, the Customer agrees to deposit with you such additional margin upon demand, provided, however, notwithstanding any demand for additional margin, you may at any time proceed in accordance with paragraph 10 hereunder. You may change margin requirements in your sole discretion at any time. No previous margin shall establish any precedent and these requirements once established may apply to existing positions as well as to the new positions in the transactions and contracts affected by such change. No interest shall be paid by you on such margins.

## **RIGHTS OF COMPANY**

10. You shall have the right, whenever in your sole discretion you consider it necessary for your protection because of margin requirements or otherwise, or in the event that an act of bankruptcy is committed by the Customer or when an attachment is levied against the account(s) of the Customer with you, or a receiver is appointed over the Customer or (where the Customer is a company), a petition for winding up is presented, or filed by or against the Customer or in the event of the death or judicial declaration of incompetence of the Customer, to:
  - a) satisfy any obligation the Customer may have to you (either directly or by way of guarantee or suretyship) out of any property belonging to the Customer in your custody or control;
  - b) sell or buy any or all securities, or commodities outstanding which may be long or short respectively in the Customer's account(s) and
  - c) cancel any outstanding orders in order to close the account or accounts of the Customer's; all without demand for margin or additional margin, notice to the Customer, the Customer's heirs, executors, administrators, legatees, personal representatives or assigns of sale or purchase or other notice or advertisement and whether or not the ownership interest shall be solely the Customer's or jointly with others.
11. Any sale or purchase of commodities outstanding in the Customer's account or accounts arising out of paragraph 10 may be made according to your judgment and at your discretion either by direct sale or purchase in the same contract month or by sale or purchase in another contract month in which a hedging position is possible. Any sales or purchases hereunder may be made according to your judgment and at your discretion on any exchange or other market where such business is then usually transacted. It is understood that, in all cases, a prior demand, or call, or prior notice of the time or place of sale or purchase shall not be considered a waiver of your right to sell or to buy without demand or notice as herein provided, that the Customer shall at all times be liable for the payment of any debit balance owing in such account(s) with you upon demand, and that in all cases, the customer shall be liable for any deficiency remaining in such account(s) in the event of the liquidation thereof in whole or part by you or by the Customer. Debit balance(s) in such account(s) shall be charged with interest thereon at the rate of 2% per calendar month or at such other rate as you may from time to time decide and the Customer shall promptly settle, upon demand, all liabilities outstanding to you, together with all costs of collection including legal costs on a solicitor and own client basis.
12. In the event of transactions and/or contracts being held in the spot month or cash position for which you are called to take up or deliver but for which funds are not made available by the Customer or documents for delivery are not forthcoming when required by you, you shall have the right at your discretion to close such transactions and/or contracts and the Customer undertakes to indemnify you for all losses sustained by you.
13. In case of the sale of any security, commodity or other property by you at the direction of the Customer and your inability to deliver the same to the purchaser by reason of the Customer's failure to supply you therewith; then, and in such event, you shall have the right to borrow for the customer's account (without any obligation on your part to do so) any security, commodity, or other property necessary to make delivery thereof, and the Customer hereby agrees to guarantee and hold you harmless against any loss which you may sustain thereby, any premiums which you may be required to pay, or for any loss which you may sustain by reason of your inability to borrow the security, commodity or other property sold.



## **NOTICES**

14. Reports, notices, and any other communications may be transmitted to the Customer (who, in the case of a joint account without nominating a person therefor will be deemed, for these purposes to be the first of the undersigned) at the address, or telephone or telex number given herein, or (where the Customer is a company) at its registered office, or at such other address or telephone number as the Customer hereafter shall notify you in writing, and all communications so transmitted whether by mail, telegraph, telephone, messenger or otherwise, shall be deemed transmitted when telephoned or when deposited in the mail, or when received by a transmitting agent, whether actually received by the Customer or not.
15. Reports of the execution of orders and statements of the accounts of the Customer shall be conclusive and binding upon the Customer if not objected to in writing within 48 hours after despatch by you to the Customer by mail or telex or any other means of communications. Such written objection on the Customer's part shall be directed to you and shall be deemed received only if actually delivered or mailed by registered mail, return receipt requested. Failure to so object shall be deemed ratification of all actions taken by you or your agents prior to the said reports or statements being furnished to the Customer.

## **FOREIGN EXCHANGE RISK**

16. In the event that the Customer directs you to enter into any contract or transaction on an exchange or other market on which such contracts or transactions are effected in a foreign currency:
  - a) any profit or loss arising as a result of a fluctuation in the exchange rate affecting such currency will be entirely for the account and risk of the Customer;
  - b) all initial and subsequent deposits for margin purposes shall be made in such currency and in such amounts as you may, in your sole discretion, require; and
  - c) when such a contract or transaction is liquidated you shall debit or credit the account of the Customer in the currency in which such account is denominated at a rate of exchange (where the relevant transaction or contract is denominated in a currency other than that of the account) determined by you in your sole discretion on the basis of the then prevailing money market rates of exchange between such currencies.

## **DELIVERY NOTICES**

17. Liquidating instructions on open futures positions maturing in a current month must be given to you at least five business days prior to the first notice day in the case of long positions and, in the case of short positions at least five business days prior to the last trading day. Alternately, sufficient funds to take delivery or the necessary delivery documents must be delivered to you within the same period described above. If neither instructions, nor funds, nor documents are received by you, within the period described above you may, without notice, either liquidate the Customer's position, or make or receive delivery on behalf of the Customer upon such terms and by such methods which you deem to be feasible.

## **GOLD, SILVER & PLATINUM FOR DELIVERY IN LONDON**

18. In respect of all contracts and transactions entered between you and the Customer in physical or forward Gold, Silver and other metals including in particular, Gold and Silver for delivery in London and Platinum for delivery in Zurich the Customer agrees to observe and to be bound by the STANDARD TERMS AND CONDITIONS FOR TRADING IN PRECIOUS METALS (a copy of which has been supplied to the Customer) as may for the time being be in force or be changed from time to time governing the conduct of account or accounts of the Customer with you and relating to the transactions mentioned in this paragraph. In case of conflict or inconsistency between any of the terms of this Agreement and those of the STANDARD TERMS AND CONDITIONS FOR TRADING IN PRECIOUS METALS the latter shall prevail. The Customer is fully aware in all these contracts and transactions referred to in this paragraph that you may contract or transact as a principal without notice to the Customer.

## **FAILURE OF COMMUNICATION FACILITIES**

19. You will not be responsible for delays in the transmission of orders due to a breakdown or failure of transmission of communication facilities or to any other cause or causes beyond your reasonable control or anticipation.

## **ARBITRATION**

20. Any controversy between you and the Customer shall be settled by arbitration in accordance with the provisions of the arbitration rules of the board of arbitration (if any) of the organized market or board of trade or exchange upon which the transaction giving rise to such controversy was effected or (without limitation to the foregoing) in any other arbitral forum, provided that you only, in your sole discretion, may at any time before the hearing of the arbitration give notice to the Customer in writing that you veto either the arbitral forum or the arbitration of such controversy. The sole obligation of either you or the Customer under any claim in a court of law by the other shall be to pay such sum as may be awarded under arbitration pursuant to this paragraph, except where you shall have vetoed such arbitration. Any award resulting from such arbitration shall be final, and a judgment upon the award rendered may be entered in any court having jurisdiction.

## **NON-EXCLUSIVITY OF SERVICE**

21. The Customer consents that, without prior notice from you, when you execute sell or buy orders on behalf of the Customer, you, your directors, officers, employees and your agents, and any floor broker may buy or sell for an account in which any such person has a direct or indirect interest, subject to the limitations and conditions, if any, contained in the constitution, rules, by-laws, regulations, customs, usages, rulings, and interpretations then extant or in force of the exchange or other market upon which such buy or sell orders are executed, and subject to the limitations and conditions, if any, contained in any applicable regulations lawfully promulgated by the exchange or other market or other statutory body.

## **TIME OF ESSENCE**

22. Time is of the essence of this Agreement but no failure to exercise and no delay in exercising, on your part, any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege preclude any other or further exercise thereof or the exercise of any other power or right. The rights and remedies herein provided are cumulative and not exclusive of any rights or remedies provided by law.

## **CONSTRAINTS DUE TO MARKET CONDITIONS**

23. The Customer is aware that the spot precious metal is usually traded on a principal basis. However, you may at your sole discretion act as a broker. You shall not be held responsible should you, due to circumstances beyond your control, be unable to obtain quotations for buying and selling from the spot market.
24. The Customer acknowledges that in a volatile market a stop-loss order may not be executed at the predetermined price. The actual concluded price may be higher or lower than the predetermined price. In such events, the Customer shall bear the differences against him arising from such stop-loss orders.

## **HOLIDAY CLAUSE**

25. The Customer is aware that trading facilities and services are provided by you only during that usual banking hours in Singapore. However, you may, at your sole discretion, provide trading facilities and services outside the usual banking hours to coincide with part of the trading hours in the exchanges and markets in Europe, New York and Chicago.

## **SEVERABILITY**

26. In the event that any provision of this Agreement shall be, or at any time shall become invalid, illegal or unenforceable in any respect under any law, such invalidity, illegality or unenforceability shall not in any way affect or impair any other provisions of this Agreement but this Agreement shall be construed as if such invalid or illegal or unenforceable provision had never been contained herein.

## **JOINT ACCOUNT**

27. a) This Clause is applicable where two or more persons sign this Agreement.
- b) All agreements, obligations, powers, authorities and liabilities herein contained on our part shall be deemed to be joint and several.
- c) Any balance now or hereafter deposited to the credit of the Account is and will be owned by us as joint tenants.
- d) Each of us is authorized and empowered to:-
- i) issue stop order payments to you with respect to any order(s) which may be drawn against the Account; and
  - ii) issue instructions regarding the operation of the Account.
- e) The available balance in the Account shall be subject to withdrawal, transfer, or other disposal by any one of us in whole or in part without any responsibility or liability on your part for the use or disposition which may be made of such funds including funds so transferred to the account of any of us and irrespective of the use that person makes of those funds so transferred or deposited.
- f) It is the Customer's intention that the rule of survivorship shall apply to the Customer joint account under this agreement and on the death of any one of the Customer then any monies, securities and other properties whatsoever for the time being standing to the credit of the Customer's joint account and anything held by you whether by way of security or for safe custody or collection or any other purpose whatsoever be held to the order of the survivor(s) of the Customer.
- g) Reference to the "balance" in the Account herein shall be interpreted to include all the investments in the Account.

## **INDEMNITY**

28. The Customer shall indemnify you and your agents and correspondents against and hold you and them harmless from all costs, expenses, losses, liabilities, claims and demands arising out of anything lawfully done by you or your agents and correspondents for the Customer within the terms of this agreement and from all costs, expenses, losses, and liabilities incurred or sustained by you as a result of the Customer's breach of or failure to carry out its duties and obligations under this agreement.

## **INVESTMENT INFORMATION**

29. The Customer requests you to contact the Customer concerning trading and investment opportunities that may come to your attention from time to time and that you believe may be of interest to the Customer.

The Customer fully understands:-

- i) that you are under no obligation to make any such information available to the Customer or to provide the Customer with any financial, market or investment information or suggestion.
- ii) if you so act, that you are not providing such information or suggestion as a required service to the Customer's account;
- iii) if you so act, that you are not acting as a financial market or investment adviser;
- iv) that you assume no responsibility for the performance or outcome of any transaction or investment made by the Customer after receipt of such information or for the performance of the Customer's portfolio in part or as a whole;
- v) that you assume no responsibility for the accuracy and completeness of any information provided.

## **ELECTRONIC RECORDING**

30. The Customer agrees to any electronic recording of telephone conversations between the respective officers, employees and agents of the Customer and the Company, with or without the use of an automatic tone warning device, and that such recordings and transcripts thereof may be used as evidence in any dispute between the Customer and the Company. You are not required or obliged to maintain copies of such recording or transcripts.

## **INSTRUCTIONS BY TELEFAX**

31. The Customer agrees to give instructions via facsimile transmissions ("telefax") regarding all or any of his accounts which he now has or may hereafter open with you, pertaining but not limited to payments, transfers of funds, cancellations, renewals of deposits, purchase and sale of foreign currencies.

The Customer hereby requests you to accept, rely, and act on the telefax instructions given or purported to be given. He understands that instructions given by an unauthorized person will not be discoverable by you in the ordinary course of business. You shall be under no obligation to otherwise identify the party sending the instructions. The Customer further agrees that you are not obliged to inquire as to the purpose of any transfer of funds authorized by any such instructions or the identity of any transferee. It is understood that such instructions may authorize any transfer, sale, assignment, exchange or other disposition of his accounts and their contents. You will accept the Customer's certified true copy of such instructions as final and conclusive evidence of the instructions.

The Customer acknowledges that to the extent that when you accept and rely on instructions as provided above, you do so in response to the Customer's request and for his convenience and in so doing, deviate from the Company's general operating procedures.

It is understood and agreed that the risk of misunderstandings, errors, unauthorized alterations or instructions and forgery, and the risk of operational failures or faults or errors howsoever occurring in the course of the transmission of the Customer instructions (whether in respect of equipment belonging to the Company or Customer) are the Customer's. You will not be responsible or liable to the Customer for any loss, liability or expense that may result from such misunderstandings, errors, unauthorized alterations or instructions, forgery, operational failures or faults.

You may at any time at your discretion refuse to execute any such instructions or any part thereof without incurring any responsibility or liability to the Customer for loss, liability or expense arising out of such refusal.

## **ADDITIONAL RISK DISCLOSURE**

32. The risks disclosed in the risk disclosure statement prescribed under the Securities and Futures Act or its Regulations with respect to trading in futures contracts and leveraged foreign exchange contracts (which is

provided separately to the Customer) will generally also apply to over-the-counter commodity trading in any form (and whether involving physical settlement or cash settlement) as they would to any financial transactions.

As an additional cautionary note in order to ensure that the Customer invest or trade in commodities only on a fully informed basis, please be reminded that over-the-counter commodity transactions, like other financial transactions, involve a variety of significant risks.

The specific risks presented by a particular transaction ("Transaction") necessarily depend upon the terms of the transaction and the Customer's circumstances. In general, however, all Transactions involve some combination of market risk, credit risk, funding risk and operational risk.

**Market risk** is the risk that the value of a Transaction will be adversely affected by fluctuations in the level or volatility of or correlation or relationship between one or more market prices, rates or indices or other market factors or by illiquidity in the market for the relevant Transaction or in a related market. In short that the value of the Transaction or the underlying commodity can go down as well as up.

**Credit risk** is the risk that a counterparty (including the Company) may fail to perform its obligations to the Customer when due.

**Funding risk** is the risk that, as a result of mismatches or delays in the timing of cash flows due from or to the Company in Transactions or related hedging, trading, collateral or other transactions, the Customer or a relevant counter-party will not have adequate cash available to fund current obligations.

**Operational risk** is the risk of loss to the Customer arising from inadequacies in, or failures by the Customer in, monitoring and/or quantifying the risks and contractual obligations associated with the Transactions the Customer enter into, for recording and valuing the Transactions, or for detecting human error, systems failure or management failure.

There may be other significant risks that the Customer should consider based on the terms of a specific Transaction the Customer enters into. Highly customized Transactions in particular may increase liquidity risk and introduce other significant risk factors of a complex character.

Highly leveraged transactions may experience substantial gains or losses in value as a result of relatively small changes in the value or level of an underlying or related market factor. If the Customer intends to hedge a Transaction the Customer enters into, there is a risk that that may not be possible.

In evaluating the risks and contractual obligations associated with a particular Transaction, the Customer should also consider that an over-the-counter bi-lateral Transaction may be modified or terminated only by mutual consent and subject to agreement on individually negotiated terms. Accordingly, it may not be possible for the Customer to modify, terminate or offset its obligations or its exposure to the risks associated with a Transaction prior to its agreed termination or settlement date.

This document does not purport to disclose all of the risks and other material considerations associated with Transactions the Customer may enter into. The Customer specifically should not take the general disclosure in this document as business, legal, tax or accounting or other advice or as modifying applicable law.

If the customer is in any doubt about an actual or proposed transaction, the customer should consult its own business, legal, tax, accounting and other advisers with respect to the transaction and in all cases the customer should refrain from entering into any transaction with or through the company unless the customer have fully understood the terms and risks of the transaction, including the extent of its potential risk of loss and is willing and able to sustain such loss.

## **GOVERNING LAWS/THIRD PARTY BENEFICIARIES/ETC**

33. This Agreement and its enforcement shall be governed by the laws of the Republic of Singapore without reference to choice of law doctrines. The Customer hereby submits to the non-exclusive jurisdiction of the Singapore courts. The uniform law on the international sale of goods shall not apply to such contract and transactions.
34. In case of conflict or any inconsistency between the terms and conditions herein and those contained in any other Agreements that the Customer has signed, the terms and conditions herein shall prevail.
35. a) If the Customer is an incorporated company, any change in its constitution by amalgamation consolidation or otherwise shall not affect or determine its liability under this Agreement.  
  
b) If the Customer is a firm, any change in its constitution by retirement, expulsion, death or admission of any partner or partners amalgamation or otherwise shall not affect its liability under this Agreement.
36. This Agreement is being entered into solely for the benefit of the parties to the Agreement. It may not be relied upon by any other person as the basis for any claim or dispute against any of the parties to this Agreement with respect to such other person.
37. The Customer hereby authorises you to deposit the Customer's monies and/or any other assets denominated in a foreign currency with a custodian outside Singapore which is licensed, registered or authorised to act as a custodian or to conduct banking business in the country or territory where the account is maintained by you.

**TERMS AND CONDITIONS**  
**APPLICABLE TO LME RELATED CONTRACTS**

**Please Read The Terms And Conditions Below For Our Entering Into London Metal Exchange ("LME") Related Contracts With You.**

1. **SCOPE**

1.1 **APPLICATION**

The clauses in this Appendix apply to LME related contracts ("LME Contracts") to be entered into from time to time between ourselves as your agent broker where permitted of us as a non-LME member and otherwise on an OTC principal to principal basis as set out below.

1.2 **SUPPLEMENTAL EFFECT OF THIS APPENDIX**

Please note that the terms and conditions in this Appendix are intended to be read in conjunction with and as supplementary to the terms of the Customer Agreement – the "Agreement" (collectively the "Terms") executed by you. Your LME Contracts shall therefore be subject to the Terms and not merely the clauses in this Appendix. Accordingly you agree to these terms and conditions forming part of the terms of the Customer Agreement executed by you as if the transactions to be covered under such Agreement were also to include our entering into LME Contracts with you.

2. **SPECIFIC TERMS FOR LME CONTRACTS**

**We, UOB Bullion & Futures Limited, are only agreeable to enter into LME Contracts with you, the "Customer", from time to time on the following terms:**

2.1 **RISK DISCLOSURE:**

(i) **Relationship Between Parties**

The relationship between you and us for LME Contracts is as described in these Terms.

Neither that relationship, nor the services we may provide for any other transaction with or for you nor any other matter, will give rise to any fiduciary or equitable duties or duties as an adviser on our part.

The relationship between you and us with respect to a concluded LME Contract (the "Transaction") is intended to be, in all cases where it is not possible or permitted of us (as between ourselves) to effect as your agent with or through an LME member the Transaction as an LME registered transaction or contract, **a bi-lateral principal to principal transaction and strictly on a "buyer beware" basis but with us expressly intended to be riskless principal in the transaction to you in the sense that (i) our obligation to you with respect any concluded LME Contract is limited only to passing on to you the benefit of such rights as we may ourselves actually have to enforce under a corresponding LME Market Contract (as the expression is defined below); and (ii) our obligation to perform on any LME Market Contract is dependent upon your performance of your obligations under the corresponding LME Contract and hence your liability to indemnify and keep us harmless against any default in your performance leading to a default of our performance.** Notwithstanding (ii) in the preceding sentence, we are entitled where we determine in good faith the same to be in our interest to proceed with performing under a corresponding LME Market Contract notwithstanding your default under the relevant LME contract without prejudice to our right to damages and indemnity from you. Where it is possible or permitted of us as between ourselves to effect as your agent with or through an LME member the Transaction as an LME registered transaction or contract, it will be deemed so effected as between ourselves.

**Where it is not possible or permitted of us as between ourselves to effect as your agent with or through an LME member the Transaction as an LME registered transaction or contract, the following provisions also apply:**

(ii) **Conflicts Of Interest And Duty**

**Our only obligation with respect any Transaction is as riskless principal to you and therefore that we will also conclude in good faith a corresponding LME Market Contract (as the expression is defined below).**

As a riskless principal, we are not intended to incur any loss or damage for having effected a corresponding LME Market Contract and as such and amongst other things:

(a) In the event of severe market disruption and/or price volatilities which may result or may have resulted in the current market value of a commodity which is the subject matter of a corresponding LME Market Contract falling to what our counter-party may regard as an unacceptable level giving rise to their right to do any of the following with respect to the corresponding LME Market Contract :

- (1) to close out the corresponding LME Market Contract;
- (2) to require an immediate delivery of additional margin;

then in such event we shall have corresponding rights under the LME Contract with you.

(b) You also acknowledge that business on the LME may from time to time be suspended or restricted in the interests of, inter alia, maintaining a fair and orderly market. In such circumstances we may be unable to close out the corresponding LME Market Contract and you acknowledge that in such event you shall correspondingly have no right to close out the LME Contract with us.

(c) In the event that we are required to effect payment or delivery of any relevant warrant(s) under the corresponding LME Contract we shall correspondingly be entitled to payment/warrant(s) delivery from you under the corresponding Transaction to put us in funds/warrant(s) in due time to onward effect payment/delivery under the corresponding LME Contract. As such your right to the return of any payment/warrant(s) delivery made to us is dependent on our actual receipt of any corresponding return of payment/warrant(s) from our counter-party under the corresponding LME Market Contract.

Without prejudice to the above, whilst we may charge you a commission (as agreed between us from time to time) for entering into an LME Contract with you, you acknowledge that we do so only after going into the market to secure a corresponding LME registered contract for ourselves.

**The price we conclude the LME Contract will be the same as the price of the corresponding LME registered Contract (such corresponding LME registered contract to be hereafter referred to as the "LME Market Contract").**

(iii) **Non-LME Member**

You acknowledge that we are not a member of the London Metal Exchange and therefore that the LME Contract concluded between us while related and corresponding to an LME Market Contract which we conclude on a back to back basis for our own account is not a contract which is registered with or concluded on the LME or by an LME broker/member.

You also acknowledge that as a non-LME member it is incumbent on us to conclude corresponding LME Market Contracts with an LME member and as such the holding of any underlying commodity or warrant in respect thereof will necessarily be effected through such LME member or its custodian.

You further acknowledge and agree that holding of any commodity or documents of title to commodities which you have acquired from us pursuant to an LME Contract concluded with us or intend to effect delivery with respect to will be procured by us to be held by such LME member or its custodian **and in accordance with their terms for**



such holding. The same will apply with respect to any and all commodity delivery obligation which we are obliged to discharge under a relevant corresponding LME Market Contract which we conclude held to delivery/settlement date.

Accordingly you agree that so long as we exercise good faith:-

- (i) in the selection of such LME member or its custodian for holding of any commodity or documents of title to commodities which you have acquired from us pursuant to an LME Contract concluded with us or intend to effect delivery with respect to; and
- (ii) in agreeing respectively to such LME member and/or its sub-custodian's terms respectively for the delivery of commodities and/or for the holding of any commodity or documents of title to commodities which you have acquired from us pursuant to an LME Contract concluded with us or intend to effect delivery with respect to

as between ourselves, we are intended to have and shall have no liability whatsoever with respect to the delivery obligations under any corresponding LME Contract or for any default on the part of the LME member or its sub-custodian and you shall ensure that you will take all actions as may be required and give us such authority as may be required to ensure that we may comply with and not be default of the terms for the delivery of commodities or their respectively sub-custody.

Without prejudice to the fore-going, the terms as set out in the attached document entitled "Delivery/Custodianship – LME Contract" shall apply to our holding or procuring the holding of any commodity or documents of title to commodities which you have acquired from us pursuant to an LME Contract concluded with us or intend to effect delivery with respect to.

## **2.2 NON-RELIANCE**

Regardless of whether we may act as between ourselves as your broker agent or must act as riskless principal to you, you acknowledge and agree:

- (i) That we are not acting as your fiduciary or adviser in connection with any LME Contract entered into between you and ourselves;
- (ii) that you are acting for your own account and will make your own independent decisions about whether (a) to enter into any proposed Transaction; and (b) whether the Transactions and/or any proposed Transaction is appropriate or proper for you based on your own judgment and upon advice from such legal, tax, regulatory, accounting and/or other advisers as you deem necessary and appropriate;
- (iii) that although we will, in our absolute discretion in good faith, provide you with information on actual and potential Transactions, it is your responsibility to ask us for any explanations that you require in order for you and/or your advisers to assess the risks attached to any such transaction and its suitability for you;
- (iv) that information and explanations related to the terms and conditions of any Transaction shall not be considered investment advice or a recommendation to enter into any transaction;
- (v) that you have not and shall not rely on any communication (written or oral) from us as legal, tax, regulatory or accounting advice, nor (except as provided for under the next paragraph below) as investment or financial or other advice;
- (vi) that we are not giving you advice on the merits of any LME Contract or any particular aspect of it unless, in relation to a particular potential or actual Transaction, we have expressly acknowledged **in writing** that we are doing so; and that where such advice is given, it is subject to any agreed terms between us for the giving of such advice; and
- (vii) that no communication (written or oral) received from us, whether before a Transaction is entered into or before it is terminated or expires, shall be deemed to be an assurance, guarantee or opinion as to the anticipated results of any transaction.

# **DELIVERY/CUSTODIANSHIP – LME CONTRACT**

## **Part A – Physical Delivery**

### **1. SCOPE**

- 1.1 **Transactions:** The clauses in this Annex apply, except to the extent inconsistent with the terms of our Agreement apart from this document to any and all LME Contracts concluded with us under which physical delivery is intended by or required of you (each a "Transaction").

### **2. TITLE AND QUALITY**

- 2.1 **Title Guarantee:** You covenant that you will deliver or procure delivery of all commodities under all relevant Transactions with full title guarantee and in due time and so as to enable us to effect delivery of all commodities under the respective corresponding LME Market Contracts. Without limitation any transfer of a commodity pursuant to a Transaction shall be free of any right of retention, pledge, lien, other encumbrance or any other third party right including a warehouse's lien.
- 2.2 **Representation:** You represent and covenant that there is no encumbrance, nor will you create or permit to exist any encumbrance in respect of any commodity which is in our possession or control or delivered to us or our order by you under and for the purposes of any Transaction and intended for us to onward discharge our obligation under a corresponding LME Market Contract. You repeat this representation as of the time of entry into any Transaction relating to any commodity.
- 2.3 **Passing of title:** Property in any Warrant-based Commodity shall pass at the time the Warrant is delivered. In any other case, unless otherwise agreed in writing, property shall pass upon delivery of the commodity. Notwithstanding the foregoing, in any Transaction under which you purchase a commodity, property in the commodity shall remain with us until we have received full payment for it.
- 2.4 **Quality:** Unless otherwise agreed, any commodity to be delivered under a Transaction shall be delivered such there we are entitled to and will be able to onward effect delivery in accordance with the requirements of applicable LME rules or regulations by reference to which such commodity is described.
- 2.5 **Statutory conditions:** When we transfer or procure a transfer of a commodity to you or to your order all statutory and implied conditions and warranties as to title, correspondence to description, quality and fitness for purpose are excluded.

### **3. DELIVERY**

- 3.1 **Delivery:** Delivery of any Warrant-based Commodity shall be effected by transfer of Warrants. Where we hold Warrants in our physical possession or control for you, delivery by you to us shall be effected by our authorising the relevant LME member to appropriate the requisite number and amount of Warrants. Delivery by us to you of any Warrant-based Commodity where our LME member hold Warrants in their physical possession shall be effected by us instructing the LME member to immediately segregate the requisite number and amount of Warrants held by the LME member, after which we shall hold them and the commodity to which they relate as per the Custody terms below.
- 3.2 **SWORD deliveries:** Where Warrants are capable of being held in SWORD, transfer of Warrants shall be effected by transfer to or from the sword account of the relevant LME member's SWORD Account. If you do not have a SWORD Account, and we cause the holding of your Warrants in the LME member's Customer Account in SWORD accompanied by our instructions to the LME member to segregate your entitlements from our proprietary account with the LME member, our instructing the transfer of appropriate Warrants from such account of the LME member not rejected by the LME member shall constitute delivery. In any other case where your Warrants are held in SWORD, and subject to contrary written agreement between you and us, transfer to you shall be deemed to occur at 10am London time on the prompt date applicable to the Transaction.
- 3.3 **Risk:** The risk in any commodity bought by you will pass to you on delivery. Where a commodity is in your possession before the property in it has passed to you, you agree fully to preserve, or procure the full preservation of,

its condition and make good any damage or deterioration that may occur, or fully compensate us for any such damage or deterioration.

- 3.4 **Delivery Costs:** Unless otherwise agreed in writing between us, any costs incurred by us in effecting physical delivery of any commodity (including, without limitation, costs in respect of collection, packaging, shipment, storage, warehousing or insurance) whether under or pursuant to the corresponding LME Market Contract or the Transaction shall be borne by you.
- 3.5 **Place of Delivery:** Any commodity which is required to be delivered physically by you to us will be delivered by you at your expense to such location as we may specify.
- 3.6 Where you intend to make delivery to us for onward delivery under the corresponding LME Market Contract of Warrants not already held by us or to our order in SWORD then we will require delivery in due time for us to comply with our delivery obligation under the corresponding LME Market Contract, being generally 5pm on the previous business day.

#### Part B – Custody

- 4.1 **Commodities purchased by you:** We may, from time to time, at your request but in our discretion, agree to hold on your behalf either ourselves or through a sub-custodian of our choice any commodity or documents of title to commodities which you have acquired from us pursuant to an LME Contract concluded with us (each a "Transaction").

Where we effect the holding ourselves, such commodity or documents will be segregated from any like commodity or documents in our ownership but otherwise will be subject to the same custody and insurance arrangements as our own property.

Where we effect the holding through a sub-custodian of our choice, our duty is only to secure from our sub-custodian an acknowledgement that such commodity or documents will be segregated from any like commodity or documents held for our proprietary account but otherwise will be subject to the same custody and insurance arrangements as our own property.

We shall in any event owe you no fiduciary duty in respect of any such commodity or documents and our responsibility (i) Where we effect the holding ourselves shall be limited to taking reasonable care to restore such commodity or documents to you upon your giving us reasonable notice and the payment to us of fees and charges for such holding of such commodity or documents of title with or through us; and (ii) Where we effect the holding through a sub-custodian of our choice shall be limited to assigning you the benefit of our rights of action (or where the same is not assignable, the fruits of the exercise and enforcement of such rights subject to you indemnifying us for the costs of such exercise and enforcement of rights) against the sub-custodian with respect the property held and otherwise to onward request the sub-custodian to restore such commodity or documents to you upon your giving us reasonable notice and the payment to us of fees and charges for such holding of such commodity or documents of title with or through us.

We reserve the right to levy charges for this service (which shall at the minimum be equal to the charges payable by ourselves to a sub-custodian for such holding).

Our duties with respect such holding shall be strictly limited to the duties expressly set out in this document.

- 4.2 **SWORD Warrants:** Where a Warrant is capable of being held in SWORD we shall hold or arrange with a sub-custodian of our choice to hold, such a Warrant physically for you (or in the latter case for the benefit of a segregated customer account maintained with the sub-custodian distinctly from our own proprietary account with them) only for temporary periods. We may give you reasonable notice (or in the latter case onward notification of the notice received by us from our sub-custodian) to collect any such Warrants or to cause them to be lodged in SWORD in accordance with the SWORD Regulations.
- 4.3 **Collection of Warrants:** Where you have Warrants which are in our physical possession or control and have authorised a person to collect Warrants from us, we shall not verify the identity of any person claiming to be so authorised, and we owe you no duties to operate any specific security procedures unless separately agreed in writing between you and us.

- 4.4 **Rent:** You will in due time pay rent and other charges applicable to any commodity represented by any Warrant held by us for you.
- 4.5 **Liability:** We shall have no liability for the neglect or default of any sub-custodian or with respect to any Warrant held by us for you through any sub-custodian so long as we had exercised good faith in the appointment of such sub-custodian.

Our liability to you in respect of any Warrant held directly by us for you is limited as follows: we shall have no liability for any damage, loss, expenses or liability of any nature which you may suffer as a result of any act or omission by us except to the extent of direct losses or expenses attributable to our fraud or wilful default or negligence. In the event of such direct losses or expenses our liability is limited to issuing an indemnity in respect of the market value of the Warrant at the time of discovery of the loss.

- 4.6 **Storage and Insurance:** If you deposit commodities, documents of title to commodities, or other tangible assets with us or to our control as margin or otherwise, we reserve the right (but have no obligation) to insure them, to charge you and debit your account with the costs of storage and insurance either periodically or when we return the assets to you, and to refuse withdrawal until such costs have been paid. If we collect, deliver or hold commodities or other tangible assets on your behalf, we do so at your risk.

Without prejudice to the foregoing, you shall be solely responsible for the taking out of any insurance for the commodities and documents of title subject to the pursuant to the terms for holding hereunder.

## 5. HOLDING YOUR WARRANTS IN SWORD

- 5.1 **Bailment:** Where you do not have a SWORD Account we may hold Warrants on your behalf in SWORD either directly or through a sub-custodian. If we do so we act as bailee and owe you no fiduciary duty, and we do not undertake the responsibilities of a trustee or any other duties in relation to such Warrants not implied by the law of bailment for bare custody of such warrants.
- 5.2 **Warrant lodgement:** You consent for the purposes of the SWORD Regulations to us lodging or causing the lodgement of Warrants through a sub-custodian with the Depository and to our and/or our sub-custodian dealing with the Warrants on the terms of the SWORD Regulations. Where we have lodged or caused to be lodged through a sub-custodian a Warrant on your behalf, you represent and warrant to us that the Warrant and the commodity to which it relates are beneficially owned by you and free of encumbrances and that all requirements of the SWORD Regulations for lodgement are satisfied and authorise us in turn to make, as between ourselves and our sub-custodian, identical an representation and warranty. You shall accordingly indemnify and keep us harmless against any and all loss, claims and damage we may sustain referable to any breach of your representation and warranty or our corresponding breach of representation and warranty.
- 5.3 **Warrant withdrawal:** If you wish to withdraw Warrants which we are holding for you in SWORD, you will give us reasonable notice to enable us and our sub-custodian (where applicable) to comply with the SWORD Operating Procedures, and we shall not be responsible other than to take reasonable steps to comply with your request insofar as it is practicable.

### Part C - Limitation Of Obligation

## 6. RISKLESS PRINCIPAL/AGENT

- 6.1 You agree that our relationship is such that we act at all times only as a riskless principal where we are not permitted to act as your agent with respect to any LME related commodity transaction. As such a and without prejudice to the acknowledged limitation of the scope of our duties and obligations as generally stated in the Appendix to your agreement with us and entitled " TERMS AND CONDITIONS APPLICABLE TO LME RELATED CONTRACTS" you also acknowledge and agree that :
- (i) so long as you are not in breach of your obligations, we are obliged only to either onward communicate your instructions with respect to delivery or custody or to communicate materially identical instructions to the relevant LME member and/or its custodian but without any responsibility to assure or guarantee performance on their respective parts; and

- (ii) we are not in any event to be liable for any deficiency or breach in the performance of any obligation nor for the negligence or fraud of such LME member or its custodian.

Without prejudice to the foregoing, our obligation to effect any further communication or dealings with the LME member and/or its custodian shall cease following our communication of any instruction to either or both of them to effect delivery to you or your order which is not rejected by them. Thereafter you agree that all further communications and dealings with respect the commodity which is the subject of any delivery or custody shall be wholly your responsibility to follow up with the LME member and/or its custodian.

## 7. INTERPRETATION

In this Appendix:

"**SWORD**" means the system for electronic transfer of entitlement to Warrants of certain descriptions regulated by the LME;

"**SWORD Regulations**" means the LME's regulations governing the operation of SWORD, and unless otherwise expressly defined, any term defined in the SWORD Regulations has the same meaning;

"**Warrant**" means a warehouse warrant issued in circumstances regulated by LME which evidences entitlement to a commodity;

"**Warrant-based Commodity**" means a commodity which, under the rules of an LME, is capable of being delivered by transfer of a Warrant.

## **TERMS AND CONDITIONS FOR OUR PROVISION OF OTC CLEARING SERVICES**

**Please Read The Terms And Conditions Below For Our Provision Of OTC Clearing Services.**

### **1. SCOPE**

- 1.1 **Application:** The clauses in this Appendix apply to clearing services (collectively "OTC Clearing Services") provided for OTC transactions intended as transactions eligible to be so cleared ("Eligible OTC transactions") for clearing through such clearing house(s) and/or clearing facilities as we may agree from time to time (each an "Agreed Clearing System") whether directly through ourselves as a relevant clearing member with respect to the relevant Agreed Clearing System(s) or indirectly through a correspondent of ours (each a "CB") as such relevant clearing member in either case via such approved trade registration systems (each a "Trade Registration System") as may be established or approved with respect to the respective relevant Agreed Clearing Systems (hereafter "Clearing Transactions").
- 1.2 **Supplemental Effect Of This Appendix:** Please note that the terms and conditions in this Appendix are intended to be read in conjunction with and as supplementary to the terms of the Customer Agreement – the "Agreement" (collectively the "Terms") executed by you. Your Clearing Transactions shall therefore be subject to the Terms and not merely the clauses in this Appendix. Accordingly you agree to these terms and conditions forming part of the terms of the Customer Agreement executed by you as if the transactions to be covered under such Agreement were also to include our providing to you OTC Clearing services for the clearing of OTC transactions through the relevant Trade Registration System by ourselves or a relevant CB and not merely acting as a broker and/or clearing agent for you with respect to Commodities Contracts.
- 1.3 **Specific Terms For OTC Clearing Services:** The provision of OTC Clearing Services by us is conditioned on your having confirmed and continuing to maintain such confirmation for the duration of our provision of such services that:
- 1.3.1 you have read and understood the relevant rules of each Agreed Clearing System provider – respectively the "CH"- (which, without prejudice to the generality of the foregoing and by way of illustration, in the case of OTC Clearing Services for Eligible OTC Transactions to be cleared through the Agreed Clearing System of the Singapore Exchange Clearing House Limited ("SGX-DC") would be the rules of the the SGX-DC) - the "Rules" and in particular the specific rules relating to clearing of Eligible OTC Transactions (which, again for illustration only in the case of the Rules of the SGX-DC would be chapter 7 of the Rules);
- 1.3.2 you agree to the OTC clearing services provided by us for your Clearing Transactions being subject to the relevant Rules in all cases;
- 1.3.3 you will keep yourselves updated on the Rules relevant for the Eligible OTC Transactions you wish effected;
- 1.3.4 you will ensure that neither you nor (in a case where you will be using an Inter Dealer Broker) the Inter Dealer Broker you have chosen (the "IDB") to register your Clearing Transactions through the relevant Trade Registration System will do any act or fail to do any act which will cause us to be in breach of the relevant Rules for the clearing of your Clearing Transactions or our CB's obligations to the relevant CH as a relevant clearing member of the CH or with respect to the access and use of the relevant Trade Registration System. You will accordingly undertake and do undertake to keep us indemnified against any and all claims, loss, prejudice or damages that we may suffer or incur referable to any breach on your part of your preceding obligation and will also co-operate fully in admitting to and explaining such breach forthwith upon our request for same for the purposes of answering any queries or charges or claims against us by any relevant CH, a relevant regulatory or supervisory authority or authorities having jurisdiction over ourselves (including the Monetary Authority of Singapore) or any other

regulatory or enforcement agency having jurisdiction over the relevant Clearing Transaction or us referable to such breach;

- 1.3.5 where you use an IDB, you agree and accept that although as between ourselves and a relevant CH and/or CB we are to be responsible for all the actions of the IDB; as between you and us, the IDB is in fact and law solely to be regarded as your appointed agent for the registration of your Clearing Transactions and for whose actions, inactions (including any and all errors) you are solely responsible and for whose actions and non-actions with respect to the registration of the Clearing Transactions you will be liable to and shall indemnify and keep us harmless against. Without prejudice to the foregoing, we are entitled to assume that all inputs by the IDB purportedly relating to your Clearing Transactions are, as between you and ourselves, wholly correct and authorised to be inputted by you and (to the extent relevant, on the basis that you will ensure that all relevant margin requirements to enable the Clearing Transactions to be cleared for you have been provided or will be provided within the relevant deadline for the provision of such margins);
- 1.3.6 you agree and accept that if for any reason (including the fact that the relevant Clearing Transaction as registered or attempted to be registered by the IDB or ourselves if you do not use an IDB for the registration of the Clearing Transaction through the Trade Registration System does not fulfil the criteria for registration under the Rules) the Clearing Transaction is not or deemed not to have been submitted to the CH or is not or deemed not to have been accepted for clearing, then such Clearing Transaction shall (whether pursuant to the operation of any specific Rule of the relevant Rules, such as Rule 7.02A.12 of the SGX-DC Rules for Clearing Transactions intended to be cleared by the SGX-DC, or general law) remain in effect as a bi-lateral transaction between you and your counter-party to the transaction or be cancelled or terminated as the case may be, in accordance with the terms of the bi-lateral agreement for such transaction agreed or deemed to be agreed between you and your counterparty; With respect to the preceding you hereby agree and confirm that we are not privy to and have no responsibility or obligation referable to such bi-lateral contract;
- 1.3.7 for the purpose of enabling and having us submit the name of the IDB and authorising the IDB, as between ourselves and a relevant CH and/or CB, to register the Clearing Transactions through the relevant Trade Registration System and to accept responsibility as principal for such registration to the CH and/or CB upon the registration and submission of the Clearing Transactions to the relevant CH in accordance with the relevant Rules, you shall, if you wish to use an IDB:
- (i) provide us with the name and all other relevant particulars of the IDB and **you specifically consent to us** submitting the name and other relevant particulars of the IDB to the relevant CH and/or CB for the purposes of authorising the IDB to register your Clearing Transactions through the Trade Registration System;
  - (ii) ensure, to the extent relevant, that the IDB at all times would also be the relevant Inter Dealer Broker for the registration of requisite counter-party information and particulars, including information on the counter-party's clearing member for the Clearing Transaction, for the the Clearing Transactions; and
  - (iii) be deemed to have authorised the IDB as your appointed agent for the registration of your Clearing Transactions and for whose actions, inactions (including any and all errors) you are, as between yourselves and ourselves, solely responsible.
- 1.3.8 you agree and will ensure that at all times you comply with all margin and other limits to the scope or value of your Clearing Transactions permitted to be cleared through ourselves. You also agree that such margin prescriptions and other limits may be different from and greater than those that may be prescribed by the relevant CH or CB; and
- 1.3.9 if you are using us and not an IDB for the registration of any Clearing Transaction that you provide us with full particulars of such Clearing Transaction, including but not limited to, the particulars of the Clearing Transaction and your counter-party and its clearing member (together, where relevant, with all relevant reference codes/numbers of such counter-party and its clearing member) to enable the

proper inputting of the Clearing Transaction for either confirmation by the clearing member providing OTC Clearing Services to the counter-party or such counter-party clearing member's proper decision on whether to confirm the Clearing Transaction.



# LETTER OF MANDATE

To: UOB Bullion & Futures Ltd ["the Company"]

Date: \_\_\_\_\_

With reference to the Trading Account(s) opened by me/us with the Company ("the Account"), I / We hereby irrevocably and unconditionally authorise and empower anyone of the following:

_____ Name	_____ NRIC/Passport No	_____ Signature	_____ Relationship
_____ Name	_____ NRIC/Passport No	_____ Signature	_____ Relationship
_____ Name	_____ NRIC/Passport No	_____ Signature	_____ Relationship

Singly and individually for and on my/our behalf and in my/our name and for my/our sole account and risk, to operate the Account and to exercise all or any of the following powers:

- 1) To buy or sell commodities and currencies in the spot, forward and futures markets;
- 2) To exercise any options;
- 3) To act generally as fully and effectually as I/we could have done if I/we were personally present in respect of all transactions between the Company and myself/ourselves. Transactions to include withdrawal of funds to the Company or UOB Group but exclude withdrawal of funds to any third party.
- 4) And any acknowledgement of receipt given by any of them shall be a good and effective discharge to the Company in respect of any property received.

I/We undertake and agree to ratify and confirm all acts and deeds that the above mentioned person(s) may do or cause to be done pursuant to this Mandate.

I/We shall indemnify and hold you harmless from any claims, actions, demands losses, damages, costs and expenses (including legal fees) suffered or incurred by the Company in connection with or arising out of this Mandate.

In addition, I/we understand that any of the above mentioned person(s) may currently or from time to time (a) maintain a personal Margin Trading Account with the Company and/or (b) be authorized to operate other account(s) maintained by other parties with the Company (collectively, "Mandatee's Other Accounts"). I/We acknowledge that there may possibly be conflict of interest arising from engaging in the trading activities pertaining to the Account and the Mandatee's Other Accounts. Notwithstanding the foregoing, I/we agree that the Company will not be liable for any loss which I/we may suffer in connection with the Company acting in accordance with the instructions given by any of the above mentioned person(s).

This Mandate shall continue with full force and effect until :-

- (a) the Company receives written instructions from me/us to the contrary; or
- (b) the termination by the Company at the Company's absolute discretion.

Yours faithfully,

\_\_\_\_\_  
Name(s):  
NRIC/PP No(s):

<b>OFFICE USE ONLY</b> Witnessed by:  Signature: Name:
--

## **DELIVERY OF STATEMENTS VIA ELECTRONIC MAIL**

Electronic delivery of customer confirmation statements benefits both customers and members of the Singapore Exchange Derivatives Trading Ltd (SGX-DT), by providing for a more expeditious receipt of such statements. SGX-DT has allowed members to comply with the requirements of SGX-DT Rule 3.3.9 by delivering such statements to customers electronically.

Please sign below to confirm your request to receive your Daily Activity Statements and Monthly Activity Statements by electronic mail or in addition to receiving hard copies. You may revoke your consent by giving us at least one week's prior notice in writing.

Any Daily Activity Statements and Monthly Activity Statements given to you addressed to the email address specified below shall be effective when transmitted and you shall accept all risk of non-delivery, late/delayed delivery and/or misdelivery associated with electronic mailing.

For the purposes of compliance with the SGX-DT Rule 3.3.9 of the Singapore Exchange Derivatives Trading Ltd, the electronic delivery of the Daily Activity Statements and Monthly Activity Statements, is in lieu of the distribution of the hard copy of the customer statements and fully discharges our duty under the said rule.

Any Daily Activity Statements and Monthly Activity Statements distributed in the above manner remain subject to our Standard Terms & Conditions which you have agreed to, and is to be regarded as statements or confirmation as indicated therein.

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### **AGREEMENT**

I/We hereby request you to send my/our Daily Activity Statements and Monthly Activity Statements via

- Electronic Mail ONLY
- Hard Copy AND Electronic Mail

Signature of Customer : \_\_\_\_\_

Name of Customer : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

Date : \_\_\_\_\_

**APPENDIX 1**

**PARTICULARS OF INTER DEALER BROKER (“IDB”)**

I/We set out the particulars of our Inter Dealer Broker for OTC transactions for the respective Agreed Clearing System (s) below:-

<i>Particulars of Agreed Clearing System(s):</i>	<i>IDB particulars – please enclose on an attachment if space is insufficient</i>
1.	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.
	9.
	10.
2.	1.
	2.
	3.
	4.
	5.
	6.
	7.
	8.
	9.
	10.

Signature of Customer : \_\_\_\_\_

Name of Customer : \_\_\_\_\_

Date : \_\_\_\_\_

# UOB BULLION & FUTURES LIMITED

## INDIVIDUAL / JOINT ACCOUNT



### INVESTMENT PROFILE AND ASSESSMENT (Understanding Your Investment Profile and Risk Evaluation)

#### PART A : To be completed by Applicant / Joint Applicant (PLEASE PRINT CLEARLY)

ACCOUNT NAME : \_\_\_\_\_

	Applicant	Joint Applicant
Name of Applicant (Including aliases)	_____	_____
(The name should be the same as that in the NRIC/Passport)	_____	_____
Please indicate the relationship between Applicant	_____	_____
1 Date of Birth / Age (Must be at least 21 years old)	_____	_____
2 Nationality	_____	_____
3 Country of Residence	_____	_____
4 <u>Current Employment:</u>		
(a) Name of Employer / Business (if Self-Employed) *	_____	_____
(b) Address of Employer / Business *	_____	_____
(c) Nature of business	_____	_____
(d) Position/Designation	_____	_____
(e) No of years	_____	_____
5 <u>Previous Employment</u> (If current employment is less than 3 years)		
(a) Name of Employer	_____	_____
(b) Address of Employer / Business *	_____	_____
(c) Nature of business	_____	_____
(d) Position/Designation	_____	_____
(e) No of years	_____	_____
6 What is your investment objectives and risk appetite? (Pls tick one)		
(a) I am conservative. I am not willing to take any form of investment risk.	<input type="checkbox"/>	<input type="checkbox"/>
(b) I am willing to take a higher amount of investment risk in exchange for higher potential capital gains.	<input type="checkbox"/>	<input type="checkbox"/>
7 Nature / Purpose of Account	_____	_____
8 Do you have margin trading account (s) maintained with other broker (s)?	YES / NO *	YES / NO *
If yes, please state name of broker (s)	_____	_____
	_____ Applicant's Signature / Date	_____ Applicant's Signature / Date

\* Please circle the appropriate



Applicant

Joint Applicant

Name of Applicant

**12 Do you have any immediate family members (defined as spouse, children, adopted children, step children, parents, step parents, siblings and step siblings) working with us?**

(Pursuant to R43 of Securities & Futures Rule)

YES / NO \*

YES / NO \*

If yes, please furnish details:-

Related to Applicant / Joint Applicant	Name	Relationship	Organisation	Department	Designation
Applicant / Joint Applicant *					
Applicant / Joint Applicant *					
Applicant / Joint Applicant *					

**13 Are you holding any senior positions in the Government, Military or Publicly-owned Companies or Entities (including Charitable Organisations, Societies or Associations)?**

If yes, please state:

YES / NO \*

YES / NO \*

(a) Name of Government / Military / Organisation \*

\_\_\_\_\_

(b) Position held / Rank

\_\_\_\_\_

**If no, are you a close associate / business partner / relative of anyone holding senior positions in the Government, Military or Publicly-owned Companies or Entities (including Charitable Organisations, Societies or Associations)?**

If yes, please state:

YES / NO \*

YES / NO \*

(a) Name of person (s)

\_\_\_\_\_

(b) Relationship of the above person (s) to you

\_\_\_\_\_

(c) Name of Government / Military / Organisation \*

\_\_\_\_\_

(d) Position held / Rank

\_\_\_\_\_

**14 Declaration**

I / We declare to the best of my / our knowledge and belief the information given above is true in every respect.

\_\_\_\_\_  
Applicant's Signature / Date

\_\_\_\_\_  
Applicant's Signature / Date

\* Please circle the appropriate