

## TERMS OF BUSINESS

### GFI GROUP PTE LTD

#### 1. INTRODUCTION & COMMENCEMENT

- 1.1 These terms of business including the Appendices (as applicable) and the account opening forms as supplemented or amended from time to time (collectively the "**Agreement**") define the legally binding contractual basis on which GFI Group Pte Ltd ("**GFI**", "**we**", and "**us**") will provide you with certain services.
- 1.2 This Agreement will take effect when you first undertake business with GFI after having received them and you will be deemed to accept this Agreement every time you enter into a transaction through us.
- 1.3 This Agreement constitutes the entire agreement between GFI and yourselves and supersedes any prior agreement relating to the subject matter of this Agreement, or any prior declaration or statement we may have made. Nonetheless, certain of our services are subject to separate terms and conditions and in the event of a conflict, those service-specific terms and conditions shall prevail.

#### 2. OUR SERVICES

- 2.1 GFI hereby agrees to provide brokerage services (electronic & voice) in certain financial markets, as GFI may determine from time to time at its sole and absolute discretion. The services types of products to be transacted and the financial markets for which GFI may provide you with services may be revised from time to time and as agreed between GFI and yourselves.
- 2.2 This Agreement applies to all methods or mechanisms used to provide our services, including, where applicable, electronic mechanisms and systems.
- 2.3 You hereby represent and warrant that you have the expertise and knowledge of any and all products transacted via or through GFI and are also aware of the associated risks involved.
- 2.4 GFI may from time to time intermediate a sale between you and a counterparty, and send each counterparty an affirmation of the key terms of the transaction. Thereafter, you understand and agree that GFI may have no further involvement in the transaction and that you will at your own risk executed, procure the execution, clear and settle or procure the clearing and settlement of the relevant transaction with the counterparty. You shall enter into such agreement with the counterparty, broker, clearing broker, or any other person as may be required in order to procure the execution of a transaction, and clearing and settlement of the transaction.
- 2.5 GFI may, when you have instructed it to do so, arrange deals for you in illiquid investments. These are investments in which the market is limited or could become so; they can be subject to wide spreads and may be hard to value or on- sell.

## **No Investment Advice**

- 2.6 GFI does not provide investment advice as a service and GFI does not act as your adviser or fiduciary in relation to investments of any nature and any transactions. None of GFI or GFI's associated or connected companies shall be responsible or liable for any Damages which you may incur or suffer as a result of, in connection with, or arising from any investments and transactions, or information on investments or markets (such as research reports, market trends, investment analysis or commentary) provided to you in connection with such investments and transactions. For the purpose of this Clause 2, "**Damages**" shall mean any losses, damages, costs (including legal costs on a full indemnity basis), fines, expenses, fees, charges, actions, suits, proceedings, claims, claims for an account or equitable compensation, any other demands or remedy whatsoever, or any diminution in the value of or loss or damage to any property or security or any lost opportunity whereby the value of the same could have been increased or otherwise.
- 2.7 Without prejudice to the foregoing, you acknowledge and agree that you are deemed to have made an independent analysis and decision with respect to all transactions and dealings in any investment and every investment and transaction shall be deemed to be undertaken by you in reliance only upon your own judgment and not in reliance upon any views, representations (whether written or oral), advice, recommendation, opinion, report, analysis, materials, information or other statement by GFI or any of its agents, nominees, directors, officers or employees. You acknowledge and agree that you are aware that GFI does not hold out any of its agents, nominees, directors, officers or employees as having any authority to advise or make any representation or recommendation on behalf of GFI to you and GFI does not purport to advise you on the terms of, or any other matters connected with, any investment or transaction.
- 2.8 GFI will not hold any customer moneys or assets, nor will it carry any of your positions.

## **3. INVESTMENT OBJECTIVES, RESTRICTIONS AND DECISIONS**

- 3.1 Unless otherwise advised in writing, you confirm that your objectives are based upon either:
- 3.1.1 hedging current exposures;
  - 3.1.2 maximising income; or
  - 3.1.3 long term capital growth.
- 3.2 Unless otherwise indicated in writing, we shall assume that there are no restrictions to the type of transaction we may offer to, or broker for you or the markets upon which you are able to transact.

## 4. AUTHORITY AND INSTRUCTIONS

### Instructions

- 4.1 All instructions to GFI shall be given in writing and duly signed by or on behalf of you. However, as a service to you for such time as GFI considers appropriate, GFI may agree in its discretion, upon your request, to accept instructions which may from time to time be or purport to be given to GFI on your behalf, by telephone, by facsimile, by bank wire or by any other telecommunication processes, electromagnetic instructions systems or by any other electronic communication acceptable to GFI ("**Telecommunication Instructions**"), and subject to such additional terms as GFI may require you to agree to from time to time.
- 4.2 GFI is authorised to act on any instructions given by or on your behalf by any and each person (the "**Authorised Signatory**") authorised by you to operate your account for and on your behalf pursuant to such document as may from time to time be acceptable to GFI duly signed by you and received by you. Notwithstanding the foregoing, in relation to instructions provided by traders who are specifically authorised in writing (the "**Authorised Person**") by you to trade on your behalf and whose authority is limited to trading authority, GFI is authorised to only act on instructions by the Authorised Persons if such instructions relate to their trading authority.
- 4.3 You agree that GFI is entitled and authorised to treat all Telecommunication Instructions as fully authorised by and binding upon you and GFI may take such steps in connection with or in reliance upon such Telecommunication Instructions as it may consider appropriate. You agree to bear all risks in relation to any delays, discrepancies, errors, ambiguities, lack of clarity, misunderstanding, mutilations, duplications and/or omissions in respect of the Telecommunication Instructions, whether as a result of any delays, errors or failures in the delivery or transmission of the Telecommunication Instructions, any malfunction in respect of any mode, manner or facility through which the Telecommunication Instructions were delivered or transmitted and/or any failure on your part to observe the procedure stipulated by GFI for the giving of the Telecommunication Instructions and/or any confirmation in writing being taken as constituting new instructions or otherwise. You further agree that the risks of fraud, forgery or impersonation of the identity and/or signatures of Authorised Signatories or Authorised Persons, or unauthorised Telecommunication Instructions and all Losses resulting from, arising out of or in connection therewith shall be borne by you.
- 4.4 Should there be any inconsistency, ambiguity, uncertainty or lack of clarity in the terms or contents of any instructions given or purported to be given on your behalf, GFI shall be entitled to refuse to execute such instructions until clarification is obtained or to construe and execute such instructions in the manner in which they are perceived by GFI.
- 4.5 GFI shall not be obliged to authenticate any instruction given or purported to be given on your behalf but, if GFI doubts the authenticity thereof, GFI shall not be obliged to act on such instructions. Notwithstanding the foregoing, GFI may, at its discretion, require additional identification in an attempt to verify the instructions or ask the party giving the instructions for such detailed

information as may be necessary to establish his/her identity and authority.

- 4.6 GFI shall be at liberty to make recordings of your telephone conversations with GFI with or without any warning device, electronic instructions from you and other electronic communications between you and GFI. Such recordings will be conclusive and binding evidence against you for all purposes whatsoever and shall be conclusive evidence of the instructions, information and/or content of the calls or electronic communications. GFI shall also be entitled to use such recordings and transcripts thereof for any purpose which it may deem desirable including as evidence in any dispute between GFI and you but GFI is not required to maintain or provide to you copies of such recordings or transcripts. You agree that all such recordings and all the Account statements and other records are admissible in evidence in any proceedings and you will not challenge or dispute the admissibility, reliability, accuracy or the authenticity of the contents of such records and Account statements merely on the basis that such records were incorporated and/or set out in electronic form or are produced by or were the output of a computer system, and you hereby waive any right (if any) to so object.
- 4.7 GFI may, at its discretion and without assigning any reason therefore, refuse to comply with or execute any instruction given or purported to be given on your behalf without incurring any responsibility for Damages, GFI has the absolute right to suspend the provision of all services and operation of any or all of the Account(s) and/or to require an indemnity from you or any other third party before continuing to operate the Account(s) or complying with such instruction. Without limiting the generality of GFI's right to refuse to accept an instruction given or purported to be given on your behalf at any time, GFI may refuse to act on any instructions if such instructions are in GFI's sole opinion inconsistent with any applicable law, rule, directions, orders, decrees or other regulatory requirement of any central bank or monetary authorities to which GFI is subject to, including but not limited to, the Monetary Authority of Singapore and GFI shall not be obliged to give any reason nor be held responsible for refusing to act on any such instructions.

#### **Authorised Signatories and Authorised Persons**

- 4.8 GFI is entitled (but not obliged) to accept and execute instructions given or purported to be given by you or your Authorised Signatory(ies) or Authorised Person(s) in accordance with the mandate set out in such document as may from time to time be acceptable to GFI, in respect of and/or concerning your Account(s) and any transaction, and any other arrangement between GFI and you, and:
- (a) where you have authorised more than one Authorised Signatory to operate the Account(s), or where you have authorised more than one Authorised Person to provide trading instructions, GFI shall be entitled to act on the instructions of such number of Authorised Signatory(ies) or Authorised Person, as the case may be, as may be indicated in the mandate, power of attorney, limited power of attorney, board resolution or other document, as if they were your instructions unless GFI receives from you, instructions to the contrary;

- (b) until receipt by GFI of a written notice of revocation or variation of the authority of any Authorised Signatory(ies), or as the case may be, any Authorised Person(s) any action by GFI in reliance upon the instructions or purported instructions of such Authorised Signatory(ies) or as the case may be, such Authorised Person(s) shall be binding upon you and GFI shall be under no duty to ascertain, inquire or verify as to the purpose or integrity of any exercise by the Authorised Signatory(ies) or as the case may be, the Authorised Person(s) of the authority or powers given;
- (c) GFI may rely on such instructions given or purported to be given by you or your Authorised Signatory(ies) or as the case may be, the Authorised Person(s) and shall have no responsibility for determining the authenticity of any instruction given or purported to be given by you or your Authorised Signatory(ies) or as the case may be, your Authorised Person(s) or the identity or authority of the person giving or purporting to give any instruction and regardless of the circumstances prevailing at the time of such instructions or the nature or amount of the transaction and notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in terms of such instructions; and you further agree to indemnify and hold GFI harmless from and against any loss, liability, claim, damage, or expense (including legal fees and expenses on a full indemnity basis) suffered or incurred by GFI or any of its associated companies as a result of GFI's reliance upon any instructions or acting in accordance with these Instructions. You undertake to minimize the possibility of errors or ambiguities in the instructions, forged instructions and identity theft and acknowledge and assume the inherent risks involved.

### **Authority to Deal**

4.9 For the avoidance of doubt, GFI does not accept nor acknowledge any dealing mandate which provides the trading limits of Authorised Signatories and Authorised Persons. You undertake that any of your Authorised Signatories and Authorised Persons) who commit you to a deal has the necessary authority to do so. You agree to promptly check the details of any trade confirmation sent by GFI.

### **Miscellaneous**

4.10 No liability shall attach to GFI if an instruction which it has accepted and acted upon bona fide is subsequently discovered to have been forged, falsified or amended without your authority.

4.11 You will regularly provide GFI with prices, volumes and other relevant terms and conditions relating to transactions that you would like to place in certain financial markets and GFI shall use diligent and commercially reasonable efforts to locate counterparties to such transactions.

4.12 For the avoidance of doubt, all prices supplied by either party shall be deemed to be indicative and for reference purposes only ("**Indicative Prices**") unless stated otherwise. Both parties understand that final transaction terms may vary from Indicative Prices.

## 5. OUR CHARGES

- 5.1 GFI charges a fee for its services (the “**Fees**”). The Fees will be levied in accordance with the rates in effect at the time the Fees are incurred or as otherwise notified to you verbally or in writing prior to dealing. Any alteration to these Fees will be notified to you at or before the time of the change.
- 5.2 We may share our Fees with, or receive remuneration from, intermediaries introducing business to us, associated companies, or other third parties and will provide details to you on request.
- 5.3 All Fees payable by you shall either (i) be due upon receipt of the applicable invoice or (ii) at the time of the applicable transaction, without set-off, counterclaim or deduction. GFI will not be held liable for trade differences that arise as a result of confirmations or monthly summaries not being checked on a prompt basis by you.
- 5.4 All Fees are exclusive of any applicable taxes for which you shall be additionally liable at the applicable rates from time to time (if applicable).
- 5.5 In the event that you default in payment of an invoice or settlement of a transaction in accordance with this Agreement, or as a result of termination of this Agreement with immediate effect as set out in Clause 17, we have absolute discretion, without prior reference to you, to offset, or net balances that we owe you against any other balance, transaction, settlement or sums that you have outstanding with us or any other company within the GFI Group.

## 6. REPORTING TO YOU

- 6.1 GFI provides its services both by telephone and other means of electronic communication. We will confirm transactions by any of the following methods:
  - 6.1.1 in respect of transactions concluded verbally, you will be deemed to have received a trade confirmation, or other notification, from us at the time of the conversation between GFI and yourself concerning the trade in question; and
  - 6.1.2 in respect of transactions concluded electronically, you will be deemed to have received a trade confirmation, or other notification, from us upon receipt of a ‘sent’ notification from the relevant trading system which shall be dispatched no more than twenty four (24) business hours from the date of transaction.
- 6.2 Notwithstanding the transaction method, GFI shall issue to you a written confirmation for information purposes only within twenty four (24) business hours of a transaction being confirmed.
- 6.3 You will notify us as soon as practicable, but no later than twenty four (24) hours after receipt of it, if you are not in agreement with the contents of any trade confirmation/notification from us. In the absence of such notification by you, the trade confirmation/notification will (in the absence of manifest error) be binding on you.

- 6.4 Without prejudice to Clause 4 (Authority to Deal), GFI will provide you with a statement of account at the end of each month and you shall forthwith examine all entries and report any discrepancies within 14 days of the date of the statement of account to GFI, failing which you would be deemed to have accepted the entries made in the statement of account as true and correct.
- 6.5 Where GFI has located a counterparty for a transaction, whether a transaction is actually concluded at that time depends on the product, and could be subject to terms being agreed between you and the counterparty, or could be subject to the transaction being executed through the exchange by your trading or clearing member. A transaction may be actually concluded or a binding agreement may not be entered into through GFI and you are required to determine for each transaction whether any further action or step is required to be taken by you, or any further agreement is required to be made or entered into between you and the counterparty, for the transaction to be executed, completed, cleared and/or settled.
- 6.6 You agree that GFI is not permitted to fill or execute any transaction for the purchase or sale of a futures contract on a futures market by offsetting your order against the order of any other person, and that such purchase or sale must be effected either on the trading floor or electronic futures trading system or in accordance with the business rules and practices of the futures market.

## **7. CONFLICTS OF INTEREST**

- 7.1 Please note that when we arrange a transaction for you or when you enter into a transaction through us, we, an associated company, or some other person connected with us, may have an interest, relationship, or arrangement that is material in relation to the transactions, investments or service concerned and you agree that we shall not be obliged to disclose this to you or to account to you for any profit. However, our employees are required to comply with a policy of independence and disregard any such interest when arranging a transaction for you or when you enter into a transaction through us.
- 7.2 GFI provides other services to others whose interests may be in conflict or competition with yours, who may take positions opposite to you or may be in competition with you to acquire the same or similar positions.
- 7.3 You consent to entering into transactions to buy from GFI, sell to GFI and otherwise deal in securities, futures contracts and other investments for GFI's own account, the account of any associated or connected company of GFI, any director or employee of GFI, or any account in which GFI has an interest.
- 7.4 You agree and acknowledge that GFI may enter into any transaction on its own behalf or on behalf of any associated or connected company or any other account in which GFI has an interest, and GFI is deemed to have informed you that GFI, its associated or connected company or any other account in which GFI has an interest may enter into transactions with you as principal and not as agent.
- 7.5 When you enter into a transaction through us or when we arrange a transaction for you, we will be subject to the provisions of GFI's Conflicts

Policy which is available on our website ([www.gfigroup.com](http://www.gfigroup.com)) and any internal arrangements which have been put in place to monitor the trade dealings.

- 7.6 You consent to any positions of conflict affecting GFI and the receipt (if any) of fees, remuneration, profits, commissions, rebates, discounts or other benefits or advantages (whether financial or otherwise), arising therefrom or in connection therewith (whether or not such receipt or the amount thereof is disclosed to you at all or in respect of any transaction). You agree that your consent herein will apply to each transaction undertaken through GFI or arranged by GFI from time to time.

## **8. RIGHTS OF SET-OFF AND RETENTION OF YOUR FUNDS**

- 8.1 We shall be entitled at any time to retain or make deductions from or set-off amounts or credit balances which we owe to you or which you owe to us (including, without limitation, the proceeds of any sale) in order to meet any liabilities which you may have incurred to us or which we may have incurred on your behalf under this Agreement including, for example, when appropriate:

8.1.1 settlement of our fees, commissions or charges or any other amounts referred to in Clause 5 (Our Charges) or any liabilities or costs incurred when exercising rights under this Clause 8, or any other provision of this Agreement;

8.1.2 any interest payable to us; and

8.1.3 payments to us pursuant to any indemnity hereunder.

- 8.2 Until you have paid or discharged in full all monies and liabilities owed to us, any monies, payable to you by us from time to time, outstanding to the credit of any of your Accounts, may in our absolute discretion be used to exercise our rights of set-off and/or combination and/or consolidation.

## **9. REPRESENTATIONS**

You represent, warrant and undertake to us that, both at the date of this Agreement and at the time of any transaction you may enter into through us or which we may arrange for you, and for so long as this Agreement is not terminated:

- 9.1 you have full power and authority to enter into this Agreement and to instruct us to execute or arrange any transaction in investments as set out herein and to perform all your obligations hereunder;

- 9.2 you have adequate resources to enter into and perform any such transaction which you decide to undertake;

- 9.3 all information you have given, or shall give, to us is true and complete as of the date of this Agreement and at the time of any transaction and any changes to such information will be promptly notified to us;

- 9.4 you will ensure that all relevant investments or any documents of title and/or transfer forms and/or any relevant payments are delivered, paid or transferred in sufficient time on or before the contractual settlement date in order for the

transaction to be cleared and settled in accordance with market requirements;

- 9.5 for transactions in securities quoted, traded or listed on the Singapore Exchange Securities Trading Limited (“**SGX-ST**”), you have arrangements with a trading member and clearing member of the SGX-ST for all and any transactions introduced by us to you to be executed, cleared and settled on SGX-ST;
- 9.6 for transactions in futures contracts quoted, traded or listed on the Singapore Exchange Derivatives Trading Limited (“**SGX-DT**”), you have arrangements with a trading member and clearing member of the SGX-DT for all and any transactions introduced by us to you to be executed, cleared and settled on SGX- DT;
- 9.7 when you enter into transactions through us or when we arrange transactions for you, unless otherwise agreed in writing, you and only you will contract as a counterparty and no party other than yourself has or will have any interest in any such transaction or in any account that we hold on your behalf; and
- 9.8 you are an “**institutional investor**” or “**accredited investor**”, as defined in Section 4A of the Securities and Futures Act, Chapter 289 of Singapore.

## **10. DISCLOSURE**

You consent to disclosure by us to the MAS, any relevant exchange, or any other regulatory body or authority in Singapore or elsewhere and to any of our associated or connected companies of such information relating to services provided to you pursuant to this Agreement as may be requested by them or we may otherwise be required to disclose.

## **11. CONFIDENTIALITY & RECORDINGS**

- 11.1 Both parties hereto shall, except as required by relevant legislation or regulation, or in order to execute or arrange a transaction hereunder, keep confidential all information relating to this Agreement (including the Fees), and any other confidential or proprietary information which one party may become aware about the other party, except to the extent that such information has become public knowledge, otherwise than in breach of this Agreement, or disclosure is required by law, or a relevant regulatory body, or disclosure is made in confidence to each parties professional, legal or accounting advisors, provided that such advisors are made aware of the provisions of this Clause 11.
- 11.2 In accordance with applicable regulations, either party may record all telephone conversations in both the front and back office. These recordings shall remain the property of t h e party making them and may be retained at such party’s discretion, but shall at all times remain subject to the confidentiality provisions contained in this Agreement and shall not be disclosed without your prior consent (except to the extent that prior consent has been provided, the information is already in the public domain, or the disclosure is required by any market or regulatory organisation or court of law having jurisdiction over the party who made the recording, the disclosure is necessary to carry out obligations under this Agreement or the disclosure is made to branches, offices, associated or connected companies or professional advisors or agents of the

party concerned).

## **12. LIABILITY**

12.1 We shall not be liable for any loss of opportunity whereby the value of your Account or investments may have been increased nor for any reduction in the value of your Account or investments as a result of market movements. We shall not be liable for the taxation consequences of any transaction nor shall we be liable for taxation charges arising for any reason.

12.2 Neither we nor any person connected with us nor any of our agents shall be under any liability whatsoever for any loss or damage sustained by you as a result of or in connection with the services to which this Agreement applies and the provisions of this Agreement except insofar as and then only to the extent that such direct loss or damage is caused by our gross negligence or willful default.

12.3 To the fullest extent permissible by law, we shall not be liable to you by reason of any representation (unless fraudulent) or any implied warranty, condition, or other term, or any duty at common law, or under the express terms of this Agreement, for any loss of profit or any indirect, special or consequential loss, damage, costs, expenses, or other claims (caused by negligence or otherwise of GFI or its servants) which arise out of or in connection with the provision of the nature of the services provided by us to you and our entire liability and/or in connection with this Agreement shall not exceed the amount of the Fees payable for the provision of the applicable transaction in question.

12.4 We shall not be liable to you or be deemed to be in breach of this Agreement by reason of any delay in performing, or any failure to perform, any obligations in relation to the services provided by us, if the delay or failure was due to any cause beyond our reasonable control.

12.4 You irrevocably and unconditionally agree to indemnify us and our agents on demand and keep us fully and effectively indemnified (whether before or after termination of this Agreement) against any claims, liabilities or expenses of any kind which may be incurred by us as a direct or indirect result of our acting under this Agreement. However, this indemnity shall not apply to any loss or liability arising or resulting from our gross negligence or willful default or any contravention by us of the regulatory rules to which GFI may be subject.

## **13. ILLEGALITY**

If any provision or term of this Agreement or any part thereof shall become or be declared illegal, invalid or unenforceable for any reason whatsoever, such term or provision shall be divisible from this Agreement and shall be deemed to be deleted from this Agreement provided always that, if any such deletion substantially affects or alters the commercial basis of this Agreement, we reserve the right to amend and modify the provisions and terms of this Agreement in such fashion as may be necessary or desirable in the circumstances.

## **14. ASSIGNMENT**

You may not assign any of your rights or obligations under this Agreement to any other person without our prior written agreement. We may assign our rights or

obligations to any of our associated companies or to any person or entity who may acquire the whole or any part of our business or assets.

## **15. TIME OF THE ESSENCE**

Time shall be of the essence with respect to any payment, delivery or other obligation you may have to us under this Agreement.

## **16. FORCE MAJEURE**

We shall not be in breach of our obligations under this Agreement if there is any total or partial failure of performance of our duties and obligations occasioned by any act of God, fire, act of government or state, war, civil commotion, insurrection, embargo, inability to communicate with market makers for whatever reason, failure of any computer dealing or settlement system, prevention from or hindrance in obtaining any energy or other supplies, labour disputes of whatever nature or late or mistaken delivery or payment by any bank or counterparty or any other reason (whether or not similar in kind to any of the above) beyond our control.

## **17. TERM & TERMINATION**

17.1 This Agreement shall commence upon you providing instructions to act to GFI or GFI agreeing to provide services to you and shall remain in full force and effect until terminated in accordance with the provisions detailed herein.

17.2 You may terminate this Agreement at any time by written notice to us subject to your having no outstanding obligation to us. We may terminate this Agreement at any time by written notice to you.

17.3 Termination shall not affect your obligation to settle transactions effected prior to the date of termination and shall not prejudice any right or obligation that may already have arisen. We shall also continue to have the right to disclose information where required to a Singapore or overseas regulator, including but not limited to the MAS.

## **18. VARIATION**

18.1 GFI may amend, vary and/or modify any part of this Agreement from time to time and will notify you of such amendments and the date on which such amendments shall come into effect. GFI will generally provide notice of at least 30 days in advance of the amendments coming into effect although GFI reserves the right to amend this Agreement as soon as notice is given to you if GFI considers such amendments necessary or desirable. If you continue to use any services or to maintain any brokerage accounts with GFI, you shall be deemed to have agreed to all the amendments without reservation.

18.2 GFI reserves the right to modify or discontinue the services or any part thereof, including but not limited to the types of products and financial markets, in the manner prescribed in Clause 18.1 above. GFI shall not be liable to you or any third party should GFI exercise its right to modify or discontinue the services.

## **19. NOTICES**

19.1 All notices between us and yourselves shall be in writing and may be served

personally, by post, or delivered by confirmed electronic or digital means to us at the address set out at the head of this Agreement or as we may provide in writing from time to time.

19.2 With the exception of instructions in respect of the transactions to us (which must be communicated in accordance with Clause 4) all notices shall be deemed given on the date personally given, 3 days after having been posted as specified, or if sent by facsimile, on the date it is received as confirmed by an activity report indicating that the facsimile message was sent.

19.3 Any communications provided to GFI orally will be deemed to be received by it only when given to the person most recently notified in GFI's records as being authorised to accept notices or other communications orally.

## **20. GOVERNING LAW & JURISDICTION**

The provisions of this Agreement, including questions of its validity and construction shall be governed and construed in accordance with the laws of Singapore.

You agree that the Courts of Singapore shall have exclusive jurisdiction to settle any disputes, which may arise out of or in connection with this Agreement. Nothing contained in this clause shall limit our right to take proceedings against you in any other court of competent jurisdiction.

## **21. Contracts (Rights of Third Parties) Act**

A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act (Cap. 53B of Singapore) to enforce any term of this Agreement, except to the extent (if any) that this Agreement expressly provides for such Act to apply to any of the terms. Any affiliate of GFI and any employee, director, officer or agent of the affiliates of GFI may enforce and rely on any term of this Agreement conferring a benefit on it to the same extent as if it were a party to this Agreement. Consent of these parties is not required for any variation, rescission or termination of this Agreement.

## **22. APPENDICES**

These core terms are intended to govern your transactions which are arranged by or entered through GFI. Where applicable, the Appendices outlined below shall apply to supplement the relevant provisions of the terms outlined above in respect of such services:

**Appendix 1** – where GFI supplies you with pricing data;

**Appendix 2** – where GFI provides you services in relation to freight, ship brokering, and chartering;

**Appendix 3** – where GFI introduces you to a counterparty and gives up your order to GFIL and/or the Exchanges;

**Appendix 4** – the relevant disclosures and consents in relation to securities;

**Appendix 5** – the relevant disclosures and consents in relation to derivatives; and

**Appendix 6** – the risk disclosure statement required to be furnished under Regulation 47E(1) of the Securities and Futures (Licensing and Conduct of Business) Regulations.

## **Appendix 1**

**(applicable where GFI supplies pricing data)**

### **1. PRICING/REVALUATION DATA**

We may at your request agree to provide you with certain pricing/revaluation data (the “Data”). By accepting and continuing to accept such data, you agree to be bound by the terms of this Appendix 1 in relation to the supply of such Data.

### **2. RESTRICTIONS**

2.1 You agree to keep the Data confidential and not to disclose the Data to any person (a person being an individual, partnership, company or corporation) other than your own employees who have been made aware of and agree to the provisions of this Appendix 1.

2.2 The Data shall solely be used for your own internal purposes and you shall not sublicense, reproduce or distribute the Data in any manner whatsoever.

2.3 You shall not assign, delegate or otherwise transfer the limited licence granted to you hereunder in relation to the Data.

2.4 You shall not use or make reference to GFI’s name, marks or make any reference to the fact that GFI has provided you the Data.

### **3. OWNERSHIP**

GFI shall at all times retain ownership over any intellectual property rights that may arise or exist in the Data.

### **4. EXCLUSIONS**

4.1 The Data is not intended to be relied upon as authoritative or as a substitute for your own judgement.

4.2 The Data is not and should not be construed as an offer, bid, or solicitation in relation to any financial instrument.

4.3 The Data is obtained from sources believed to be reliable and may also be based on opinions, estimates, projections and extrapolations constituting GFI’s judgement.

4.4 GFI does not warrant the quantity, quality or timeliness of the Data.

### **5. EXCLUSION OF LIABILITY**

GFI does not accept and expressly disclaims any liability whatsoever from any loss, including but not limited to any direct, indirect or consequential loss, whether or not such loss is foreseeable and whether or not GFI has been appraised of the use to which the Data will be put by you, howsoever arising from the Data’s use, the timeliness, its delivery or failure to be delivered at all.

### **6. INDEMNITY**

You acknowledge and agree that monetary damages may be too difficult to

calculate and may not adequately compensate GFI in connection with an actual or threatened breach of any of the provisions of this Appendix 1. Accordingly, you hereby expressly waive all rights to raise adequacy of GFI's remedies at law as a defence if GFI seeks to enforce by injunction or other equitable relief the due and proper performance and observance of any of the provisions set out herein. Notwithstanding the foregoing, GFI shall be entitled to pursue any other available remedies at law or equity, including the recovery of monetary damages, with respect to the actual or threatened breach of any of the provisions of this Appendix 1.

## **Appendix 2**

**(applicable for transactions in respect of freight, ship brokering and chartering)**

### **1. SHIP CHARTERING**

If we arrange a charterparty between you and another entity, you will transact directly with such other entity, whether such entity is a client of GFI or otherwise. GFI will never be your contractual counterparty.

### **2. DUE DILIGENCE**

2.1 You will be deemed to have undertaken your own due diligence as to the ability and capacity of any counterparty with whom you contract (or its guarantor, if applicable) to perform its obligations, under any charterparty or other contract following our introduction.

2.2 In the event that you receive a guarantee from any entity linked or purportedly linked to a counterparty with which you contract following our introduction, you will be responsible for checking the authenticity of such guarantee, its valid execution as well as the valid identity of such guarantor and its willingness to provide such guarantee.

### **3. LIABILITY**

GFI acts at all times purely as facilitator and arranger of transactions and in addition to any exclusions of liability set out at Clause 12 of the terms above, in the absence of fraud or willful default, expressly excludes any liability with respect to the organisation or arrangements linked to any charterparty or guarantee arranged by us.

## Appendix 3

### (applicable for transactions in securities and futures contracts)

1. As part of the brokerage services supplied hereunder, GFI will as agreed between us and as permitted or required under Applicable Law, introduce you to a counterparty. The terms below set out the services (the “**IB Services**”) which GFI provides in respect of securities and futures contracts, and your obligations in relation to any such transaction.
2. For the purposes of this Appendix 3, the following terms shall have the following meanings:
  - a. “**Applicable Law**” means (i) the constitution, by-laws, rules (including rules requiring cooperation in investigatory and disciplinary processes), directives, notices, resolutions, regulations, customs, usages, rulings and interpretations of any applicable Exchange; (ii) all rules and interpretations of any applicable self-regulatory organisation with jurisdiction over GFI; and (iii) all applicable governmental acts and statutes and rules and regulations promulgated thereunder, including, but not limited to, the SFA, and the rules, regulations, by-laws and interpretations of the CDP, MAS, SGX-DC, SGX-DT, SGX-ST, and all applicable governmental acts and statutes and rules and regulations applying to you;
  - b. “**CDP**” means The Central Depository (Pte) Limited;
  - c. “**CDP Clearing Rules**” means the rules, regulations and procedures of CDP, as revised, amended or substituted from time to time;
  - d. “**Clearing Broker**” means the party that maintains a clearing account for you or, as the case may be, the Executing Broker and to which the positions resulting from Orders executed by an Executing Broker pursuant to services provided under this Agreement ultimately are given up;
  - e. “**Clearing House**” means, in relation to SGX-ST, CDP, and in relation to SGX-DT, SGX-DC and, in relation to any other Exchange, any clearing house providing clearing services for any contract traded through or on that Exchange;
  - f. “**Commodity**” or “**Commodities**” means, in relation to a Futures Contract, gold or any produce, item, goods, article or financial instrument, and includes an index, right or interest in such commodity other than a financial instrument, and such other commodity which GFI accepts shall be a commodity for purposes of a Futures Contract;
  - g. “**Exchange**” means SGX-DT, SGX-ST, or any other exchange, market or association of dealers in any part of the world on which the relevant contracts or securities are traded;
  - h. “**Executing Broker**” means the party that executes trades on an Exchange pursuant to Orders received from you;
  - i. “**Futures Contract**” means a futures contract executed on any Exchange, and includes a futures option transaction and SGX-DT Contracts;

- j. **“Futures Trading Rules”** means the rules, regulations and procedures of SGX-DT, as revised, amended or substituted from time to time;
  - k. **“MAS”** means the Monetary Authority of Singapore;
  - l. **“Orders”** means prices, size and any other relevant terms and conditions in Products which you would like to purchase or sell whether on- market, on an over-the- counter basis or through the facilities of an Exchange;
  - m. **“Products”** means Securities, Futures Contracts and other products as applicable;
  - n. **“Securities”** means shares, bonds, stocks, debentures, unrated paper, certificates of deposit, commercial paper, loan stock, warrants, book entry government securities, interests in unit trusts or mutual funds, rights, options and derivatives in respect of securities, currencies, commodities, interest rates or any index, indicator, or benchmark, structured investments and any other securities (including scripless securities) whether marketable or otherwise;
  - o. **“SFA”** means the Securities and Futures Act (Cap. 289 of Singapore) as the same may from time to time be amended or re-enacted;
  - p. **“SGX-DC”** means Singapore Exchange Derivatives Clearing Limited and its successors and assigns;
  - q. **“SGX-DC Clearing Rules”** means the rules, regulations and procedures of SGX- DC, as revised, amended or substituted from time to time;
  - r. **“SGX-DT”** means Singapore Exchange Derivatives Trading Limited and its successors and assigns;
  - s. **“SGX-DT Contract”** means a contract approved by SGX-DT for trading on any market established or operated by SGX-DT pursuant to the Futures Trading Rules;
  - t. **“SGX-ST”** means Singapore Exchange Securities Trading Limited and its successors and assigns; and
  - u. **“SGX-ST Rules”** means the rules, regulations and procedures of SGX-ST, as revised, amended or substituted from time to time.
3. For purposes of the IB Services which may be provided by GFI to you from time to time, you hereby agree that the flow of the Transactions (as may be amended or varied by GFI from time to time) may vary depending on the Product type as follows:
- a. **Government or corporate securities cleared through Euroclear / Clearstream** – GFI will introduce you to a counterparty and once the pricing and terms have been agreed between both counterparties, GFI will give-up the transaction to GFIL. The counterparties will enter into an agreement with GFIL for the purchase or sale of securities. GFIL will transmit the Transaction details to Euroclear / Clearstream and to each of the clearing agents for the counterparties.
  - b. **Cash equity and/or equity options traded on SGX-ST** – GFI will introduce

you to a counterparty and once the pricing and terms have been agreed between both counterparties, GFI will give-up the Transaction to a trading member of SGX-ST which acts as an Executing Broker, in accordance with the Give-Up Agreement (as defined below). You agree to appoint an Executing Broker, and you agree and acknowledge that the Transaction is not concluded until it is executed on SGX-ST via the Executing Broker. You agree to appoint your own Executing Broker to input the order on SGX-ST and you hereby instruct GFI on your behalf and as your agent, to place the Order with the Executing Broker for execution on SGX-ST. You agree that if you do not take such action as may be required, or if the Give-Up Agreement is not conformed with to execute, clear and/or settle the Transaction, the Transaction may never be concluded, executed or cleared. The Transaction will be cleared and settled through a clearing member of CDP which acts as a Clearing Broker, and you agree to appoint a Clearing Broker (if required). You also agree that GFI is authorised to instruct the Executing Broker to input the Order on your behalf; and

- c. **Financial futures / commodity futures traded on an Exchange** - GFI will introduce you to a counterparty and once the pricing and terms have been agreed between both counterparties, GFI will give-up the Transaction to a trading member of the relevant futures Exchange (including but not limited to SGX-DT) which acts as an Executing Broker, in accordance with the Give-Up Agreement. The Transaction is cleared and settled through a clearing member of the relevant futures Exchange (including but not limited to SGX-DT) which acts as a Clearing Broker. You agree to appoint an Executing Broker and you agree that any Transaction for a SGX-DT Contract is not concluded until it is executed on SGX- DT via the Executing Broker or transacted as a Negotiated Large Trade on SGX- DT. You agree to appoint your own Executing Broker to input the Order on SGX- DT and, you hereby instruct GFI, on your behalf and as your agent to place the Order with the Executing Broker for execution on SGX-DT. You agree that if you do not take such action as may be required, or if the Give-Up Agreement is not conformed with to execute, clear and/or settle the Transaction, the Transaction may never be concluded, executed or cleared. The Transaction is cleared and settled through a clearing member of SGX-DC which acts as a Clearing Broker, and you agree to appoint a Clearing Broker for this purposes. You also agree that GFI is authorised to instruct an Executing Broker to input the Order on your behalf; and
4. You hereby represent and warrant to GFI that you have obtained a copy of the International Uniform Brokerage Execution Services (“**Give-Up**”) Agreement: Trader Version 2008 (or such other version as may be provided by GFI to you) (“**Give-Up Agreement**”), read and understood, and consent to the same, and you undertake to enter into a Give-Up Agreement with GFI, your Executing Broker and Clearing Broker for the relevant products and transactions, which shall be valid and not terminated for so long as this Agreement is in effect. In particular, you acknowledge and agree that GFI does not enter into the transactions as agent for you, and the Executing Broker will transact on your behalf. GFI will not clear or settle any transactions, and you will be required to appoint a Clearing Broker to do so.

In the event that any provision of the Give-Up Agreement conflicts with this Agreement (including Appendix 3), the provisions in this Agreement shall prevail in respect of the relationship between GFI and you.

5. You shall provide such information (“**Information**”), documents and assistance as any Applicable Law may require (including but not limited to such information, documents and assistance as any regulatory authority, the Exchange or the Clearing House may require) and such Information, documents and assistance shall be provided within the specified timeframe (where applicable). The Information may be with respect to yourself, affected affiliates or clients (collectively “**Related Parties**”), or your or your Related Parties’ employees, officers or representatives (collectively “**Representatives**”). We may separately supply you with a Customer Information Form. It is your responsibility for ensuring that any Information provided to us is complete and accurate in all material respects. You must immediately notify us in writing of any material changes. This responsibility extends to Information provided to us in respect of any Related Party which is or becomes counterparty to a Transaction (as defined below).
6. You consent (for yourself and on behalf of any Related Party) to any Information about you, related parties and any representatives, provided to us being held, both manually and on computer, and being processed for purposes connected with Transactions or otherwise. The Information may be used by us in accordance with Applicable Law. You consent to us transferring Information to any of our (or our affiliates’) offices to process on our behalf. Such recipients may be located in jurisdictions outside Singapore. You will inform Representatives that their personal information may be used in the manner described above. For the avoidance of doubt, GFI has a Data Protection Policy and complies with the Personal Data Protection Act 2012 (No. 26 of 2012).
7. You understand that our ability to provide the IB Services for the Products is subject to Applicable Law. You agree to enter into Transactions only in strict compliance with the applicable rules of the Exchange on which you are transacting and all Applicable Law applying to you.
8. We shall use diligent and commercially reasonable efforts to, as appropriate, locate counterparties to take the other side of such Orders (the resulting trade, a “**Transaction**”) and/or to instruct your Executing Broker(s) for any Orders on your behalf.
9. With respect to transactions in Products listed on an Exchange, in addition to serving you by instructing your Execution Broker(s), we may (including by utilising services provided by our affiliates) match transactions off the Exchange’s centralised market to the extent permitted by the rules of the applicable Exchange through the execution of block trades, exchange for related positions (“**EFRP**”), “permitted” swap transactions and cross transactions (cross transactions are subject to the Futures Trading Rules and may be subject to a minimum exposure requirement during which the transaction is exposed on the Exchange prior to execution). Additionally, you acknowledge that our ability to offer the IB Services in respect of Products that are not listed for trading on an Exchange shall be subject to the Applicable Law.
10. With regard to any Order provided to GFI for a Product listed or otherwise made available for trading on an Exchange, unless you have notified GFI to the contrary, you hereby expressly instruct GFI to instruct your Executing Broker for any resulting transaction as a block trade if the Order is for a trade size that is equal to or greater than the minimum block size established by the Exchange (“**Block Trade**”). You acknowledge that this Agreement represents a record of your affirmative

instruction to GFI for each and every Block Trade. Although GFI will make reasonable efforts to provide you with applicable minimum Block Trade size requirements, GFI is not obliged to provide such information on a regular or continuous basis.

11. You acknowledge and agree that GFI does not act as a principal to, or take title to, the Products. GFI does not and cannot assess your legal capacity or that of your counterparties to enter into Transactions relating to the Products, assess the creditworthiness of counterparties or guarantee delivery of the Products.
12. You acknowledge that all Transactions in the Products may be subject to pre-trade credit checks whereby GFI may be required to verify that you have sufficient available credit to conduct a transaction. You represent and warrant that prior to agreeing to enter into a transaction, you will have verified that you have sufficient credit available to conduct such transaction. You agree to accept full responsibility for any Transaction effected through GFI, notwithstanding that such Transaction may exceed or violate any applicable security or credit controls applicable to you on such Exchange.

## **Appendix 4**

### **Disclosures in relation to Securities**

Terms not defined in this Appendix shall have the meanings as specified in the relevant rules.

#### **Notification of Rules 1.1.1 to 1.1.4 of the CDP Clearing Rules (“Clearing Rules”)**

You agree and acknowledge that all transactions undertaken via GFI will be on and subject to the conditions specified below and you accept each of the following conditions in connection with your transactions undertaken through GFI.

#### **Reproduction of Rules 1.1.1 to 1.1.4 of the Clearing Rules**

- 1.1.1** The Clearing Rules apply to all dealings in securities and Exchange Trades, and all trades in Futures Contracts which are cleared through CDP. The Clearing Rules operate as a binding contract between CDP and each Clearing Member, and between a Clearing Member and any other Clearing Member.
- 1.1.2** These Clearing Rules shall come into effect on the Effective Date.
- 1.1.3** Except where CDP otherwise expressly agrees with or expressly commits itself to any party, the benefit of any performance by CDP of its obligations under these Clearing Rules and/or Clearing Directives is restricted only to Clearing Members. CDP shall have no liability to any other party (including Trading Members). In particular, CDP shall have no liability to any party affected or aggrieved by any alleged action or omission of CDP or any of the directors, officers or employees of CDP.
- 1.1.4** All Clearing Members are to note the foregoing and ensure that they are taking on membership, and/or carrying on business, as Clearing Members, and that they transact and will transact by reference to CDP or upon information or action referable to CDP, only on the foregoing basis, and will also ensure that they will not open or allow the continued operation of any account of any person with respect to any transaction unless such person has been notified of the foregoing provisions and has satisfied itself that the same is acceptable and accepts the same.

## Appendix 5

### Disclosures in relation to Derivatives

Terms not defined in this Appendix shall have the meanings as specified in the relevant rules.

#### **(A) NOTIFICATION ON SGX FUTURES TRADING RULE 1.6**

You agree and acknowledge that all transactions undertaken via GFI will be on and subject to the conditions specified below and you accept each of the following conditions in connection with your transactions undertaken through GFI.

#### **Exclusion of Liability, Disclaimer of Warranties & Statutory Immunity**

##### **1.6.1 No Liability for Loss.**

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

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

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

##### **1.6.1A Indemnity to the Exchange.**

- (1) Each Trading Member indemnifies the Exchange and its directors, officers, employees, representatives and agents ("**Indemnified Persons**") against any loss or liability reasonably incurred or suffered by the Indemnified Persons where such loss or liability arose out of or in connection with:—
  - (a) any breach by the Trading Member of its obligations under the Rules; or
  - (b) any willful, unlawful, reckless or negligent act or omission by the Trading Member.
- (2) Without prejudice to the generality of Rule 1.6.1A(1), in the event that any legal, arbitration or other proceedings are brought to impose any liability on the Indemnified Persons for an alleged failure on the part of any Indemnified Person to prevent or to require action by a Trading Member or any of its directors, officers, employees, representatives or agents, the Trading Member shall reimburse the Exchange for:—
  - (a) all expenses and legal fees incurred by the Exchange in connection with such proceedings;
  - (b) any payment made by the Exchange with the approval of the Trading Member in connection with any settlement of such proceedings; and

- (c) any payment made by the Exchange as a result of any order, award or judgment made in such proceedings. The Trading Member shall render such co-operation as the Exchange reasonably requires in respect of such proceedings including without limitation the production of any document or records.
- (3) Without prejudice to Rule 1.6.1A(2), the cost to the Exchange of producing, pursuant to a court order or other legal process, records relating to the business or affairs of a Trading Member may, at the absolute discretion of the Exchange, be required to be paid to the Exchange by such Trading Member, whether such production is required at the instance of such Trading Member or at the instance of any other party.

### **1.6.2 Statutory Immunity**

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

### **1.6.3 Disclaimer of Warranties**

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

### **1.6.4 Index Related Disclaimers**

The Exchange, Index Provider and any other party involved in, or related to, making or compiling any index do not guarantee the originality, accuracy or completeness of such indices or any data included therein. Contracts on any index ("**Index Contracts**") are not sponsored, guaranteed or endorsed by the Index Provider or any other party involved in, or related to, making or compiling such indices. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any representations regarding the advisability of investing in such Index Contracts. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any warranty, express or implied, as to the results to be obtained by any person or any entity from the use of such index or any data included therein. Neither the Index Provider nor any other party involved in, or related to, making or compiling any MSCI Index makes any express or implied warranty, and expressly disclaims all warranties of merchantability and fitness for a particular purpose or use with respect to such index or any data included therein. Without limiting any of the foregoing, in no event shall an Index Provider or any other party involved in, or related to, making or compiling any index have any liability for any direct, special punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. In addition, neither the Exchange, an Index Provider nor any other party involved in, or related to, making or compiling any index shall have any liability for damages, claims, losses or expenses relating to any futures or options contracts that may

be caused by any errors or delays in calculating or disseminating such index. “**Index Provider**” as used herein refers to MSCI, FTSE, IISL, NKS or such other index provider and their respective affiliates with whom the Exchange has or shall enter into agreements with for the creation and exploitation of indices and index- linked products.

#### **1.6.5 Notification to Customers**

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

### **(B) PROHIBITED TRADING PRACTICES**

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

#### **I. Prohibited trading practices under the SFA**

##### **Section 206. False Trading**

- (1) No person shall do any thing, cause any thing to be done or engage in any course of conduct, if his purpose, or any of his purposes, for doing that thing, causing that thing to be done or engaging in that course of conduct, as the case may be, is to create a false or misleading appearance —
  - (a) of active trading in any futures contract on a futures market or in connection with leveraged foreign exchange trading;or
  - (b) with respect to the market for, or the price of, futures contracts on a futures market or foreign exchange in connection with leveraged foreign exchange trading.
- (2) No person shall do any thing, cause any thing to be done or engage in any course of conduct that creates, or is likely to create, a false or misleading appearance of active trading in any futures contract on a futures market or in connection with leveraged foreign exchange trading, or with respect to the market for, or the price of, futures contracts on a futures market or foreign exchange in connection with leveraged foreign exchange trading, if —
  - (a) he knows that doing that thing, causing that thing to be done or engaging in that course of conduct, as the case may be, will create, or will be likely to create, that false or misleading appearance; or
  - (b) he is reckless as to whether doing that thing, causing that thing to be done or engaging in that course of conduct, as the case may be, will create, or will be likely to create, that false or misleading appearance.

### **Section 207. Bucketing**

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

### **Section 208. Manipulation of price of futures contract and cornering**

No person shall, directly or indirectly:

- (a) manipulate or attempt to manipulate the price of a futures contract that may be dealt in on a futures market, or of any commodity which is the subject of such futures contract; or
- (b) corner, or attempt to corner, any commodity which is the subject of a futures contract.

### **Section 209. Fraudulently inducing persons to trade in futures contracts**

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

### **Section 210. Employment of fraudulent or deceptive devices, etc.**

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

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

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

### **Section 211. Dissemination of information about illegal transactions**

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

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

### **Section 218. Prohibited conduct by connected person in possession of inside information**

(1) Subject to this Division, where:

- (a) a person who is connected to a corporation (referred to in this section as the connected person) possesses information concerning that corporation that is not generally available but, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of securities of that corporation; and
- (b) the connected person knows or ought reasonably to know that:
  - (i) the information is not generally available; and
  - (ii) if it were generally available, it might have a material effect on the price or value of those securities,

subsections (2) to (6) shall apply.

(1A) Subject to this Division, where —

- (a) a person who is connected to any corporation, where such corporation —
  - (i) in relation to a business trust, acts as its trustee or manages or operates the business trust; or
  - (ii) in relation to a collective investment scheme that invests primarily in real estate and real estate-related assets specified by the Authority in the Code on Collective Investment Schemes and all or any units of which are listed on a securities exchange, is the trustee or manager of the scheme, possesses information concerning that corporation, business trust or scheme, as the case may be, that is not generally available but, if the

information were generally available, a reasonable person would expect it to have a material effect on the price or value of securities of that corporation, of securities of that business trust or of units in that scheme, as the case may be; and

- (b) the connected person knows or ought reasonably to know that —
  - (i) the information is not generally available; and
  - (ii) if it were generally available, it might have a material effect on the price or value of those securities of that corporation, of those securities of that business trust or of those units in that scheme, as the case may be,

subsections (2), (3), (4A), (5) and (6) below shall apply.

- (2) The connected person must not (whether as principal or agent):
  - (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities referred to in subsection (1) or (1A), as the case may be; or
  - (b) procure another person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities referred to in subsection (1) or (1A), as the case may be.
- (3) Where trading in the securities referred to in subsection (1) or (1A) is permitted on the securities market of a securities exchange or futures market of a futures exchange, the connected person must not, directly or indirectly, communicate the information, or cause the information to be communicated, to another person if the connected person knows, or ought reasonably to know, that the other person would or would be likely to:
  - (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities; or
  - (b) procure a third person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities.
- (4) In any proceedings for a contravention of subsection (2) or (3) against a person connected to a corporation referred to in subsection (1), where the prosecution or plaintiff proves that the connected person was at the material time -
  - (a) in possession of information concerning the corporation to which he was connected; and
  - (b) the information was not generally available,

it shall be presumed, until the contrary is proved, that the connected person knew at the material time that:

- (i) the information was not generally available; and
- (ii) if the information were generally available, it might have a material effect on the price or value of securities of that corporation.

- (4A) In any proceedings for a contravention of subsection (2) or (3) against a person connected to a corporation which —
- (a) in relation to a business trust, acts as its trustee or manages or operates the business trust; or
  - (b) in relation to a collective investment scheme, is the trustee or manager of the scheme, as the case may be, referred to in subsection (1A), where the prosecution or plaintiff proves that the connected person was at the material time —
    - (i) in possession of information concerning the corporation, business trust or scheme, as the case may be;
 and
    - (ii) the information was not generally available,
 it shall be presumed, until the contrary is proved, that the connected person knew at the material time that —
    - (A) the information was not generally available; and
    - (B) if the information were generally available, it might have a material effect on the price or value of securities of that corporation, of securities of that business trust or of units in the scheme, as the case may be.
- (5) In this Division, a person is connected to a corporation if:
- (a) “**connected person**” means a person referred to in subsection (1) or (1A) who is connected to a corporation; and
  - (b) a person is connected to a corporation if —
    - (i) he is an officer of that corporation or of a related corporation;
    - (ii) he is a substantial shareholder in that corporation or in a related corporation; or
    - (iii) he occupies a position that may reasonably be expected to give him access to information of a kind to which this section applies by virtue of —
      - (A) any professional or business relationship existing between himself (or his employer or a corporation of which he is an officer) and that corporation or a related corporation; or
      - (B) being an officer of a substantial shareholder in that corporation or in a related corporation.
- (6) For the purposes of subsection (5), “**officer**”, in relation to a corporation, includes:
- (a) a director, secretary or employee of the corporation;

- (b) a receiver, or receiver and manager, of property of the corporation;
- (c) a judicial manager of the corporation;
- (d) a liquidator of the corporation; and
- (e) a trustee or other person administering a compromise or arrangement made between the corporation and another person.

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

- (1) Subject to this Division, where:
  - (a) a person who is not a connected person referred to in section 218 (referred to in this section as the insider) possesses information that is not generally available but, if the information were generally available, a reasonable person would expect it to have a material effect on the price or value of securities; and
  - (b) the insider knows that:
    - (i) the information is not generally available; and
    - (ii) if it were generally available, it might have a material effect on the price or value of those securities,

subsections (2) and (3) shall apply.
- (2) The insider must not (whether as principal or agent):
  - (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities; or
  - (b) procure another person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities.
- (3) Where trading in the securities referred to in subsection (1) is permitted on the securities market of a securities exchange or futures market of a futures exchange, the insider must not, directly or indirectly, communicate the information, or cause the information to be communicated, to another person if the insider knows, or ought reasonably to know, that the other person would or would be likely to:
  - (a) subscribe for, purchase or sell, or enter into an agreement to subscribe for, purchase or sell, any such securities; or
  - (b) procure a third person to subscribe for, purchase or sell, or to enter into an agreement to subscribe for, purchase or sell, any such securities.

**II. Prohibited trading practices under the Futures Trading Rules**

**3.4.1 Market Manipulation**

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

### **3.4.2 Churning**

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

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

A Member, Approved Trader or Registered Representative shall not:

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

### **3.4.5 Dissemination of False or Misleading Information**

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

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

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

### **3.4.6 Professional Misconduct**

A Member, Approved Trader or Registered Representative shall not:

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

### **3.4.7 Disclosing Orders Prohibited**

A Member, Approved Trader or Registered Representative shall not disclose an order to any Person, except to the following for official purposes:

- (a) an officer of the Exchange;
- (b) an employee or agent of the Member for the purpose of executing the order;
- (c) the Member's sponsoring Clearing Member for the purpose of clearing the order; or
- (d) such other Persons as required by law.

### **3.4.8 Good Faith Bids and Offers**

A Member or an Approved Trader shall not knowingly enter, or cause to be entered, bids or offers into QUEST other than in good faith for the purpose of executing bona fide transactions.

### **3.4.9 Fictitious Transactions Without Change In Ownership**

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

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

### **3.4.10 Overtrading by a Member, Approved Trader or Customer**

The following provisions apply in relation to overtrading:

- (a) a Member shall not execute any trade beyond any limits imposed by that Member's sponsoring Clearing Member, the Exchange, the Clearing House or MAS. A Member shall ensure that its Customers do not trade beyond any limits. A Member shall be guilty of overtrading if such Member or its Approved Trader enters into any trade or trades beyond any limits imposed from time to time by its sponsoring Clearing Member, the Exchange or MAS. If a Member is charged with violating this Rule:
  - (i) the Exchange may at its discretion suspend that Member from trading until such time as the Disciplinary Committee or the Appeals Committee has completed the hearing in respect of such charge against such Member;

- (ii) its sponsoring Clearing Member shall, upon being notified by the Exchange or the Clearing House as the case may be, withhold any profits due or owing to such Member from the transaction that resulted in overtrading, or such monies due or owing to such Member as directed by the Exchange or the Clearing House, and shall not release any such profits or monies until the Disciplinary Committee or the Appeals Committee has completed the hearing in respect of the charge against the Member; and
  - (iii) without prejudice to the foregoing, the Exchange may, in any case of overtrading, direct the Clearing House to withhold any profits due or owing to any Clearing Member from the transaction that resulted in overtrading, or such monies due or owing to such Member, until the Disciplinary Committee or the Appeals Committee has completed the hearing in respect of the charge against the Member; and
- (b) each trade entered into beyond any limits imposed by a sponsoring Clearing Member, the Exchange, the Clearing House or MAS shall be deemed to be a distinct and separate violation of this Rule and shall be punishable as such. If a Member is charged by the Exchange for overtrading, it is not necessary for the Exchange to show that the Member intended to overtrade. The act of overtrading is sufficient to constitute an offence under this Rules.

#### **3.4.11 Knowingly Taking Advantage of an Error Prohibited**

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

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

#### **3.4.12 Deemed Rule Violations**

A Member, Approved Trader or Registered Representative shall be deemed to be in violation of this Rules if it is convicted of any offence relating to fraud, any act of bad faith, dishonest conduct, dishonorable conduct or uncommercial conduct before any court of law.

#### **3.4.13 Front Running - Priority of Customers' Orders**

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

- (a) that Member, Approved Trader or Registered Representative has no access to your order flow information;
- (b) you has prescribed that the order be executed under specified conditions and the order cannot be executed by reason of those conditions; or

(c) the transaction is entered into in circumstances prescribed by MAS.

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

#### **3.4.14 Trading Against Customers’ Orders Prohibited**

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

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

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

#### **3.4.15 Prohibited Conduct**

A Member, a Registered Representative or an Approved Trader shall not participate in any prohibited market conduct or in any insider trading, or knowingly assist a person in such conduct.

#### **4.1.9 Withholding and Order Withdrawal**

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

#### **4.1.10 Cross Trades**

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

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

However, if the Exchange suspects that a cross trade was pre-arranged in either one of

the above circumstances in contravention of Rule 4.1.13, the onus is on the Member or the Approved Trader to show otherwise.

#### **4.1.13 Pre-arranged Trades Prohibited**

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

- (a) an exchange of Underlying for Futures Contracts as contemplated in this Rules; or
- (b) a Negotiated Large Trade as contemplated in these Rules. For the avoidance of doubt, a request for a quote from a designated market maker approved by the Exchange does not constitute a pre-arranged trade.

#### **(C) CO-OPERATION REQUIRED DURING INSPECTION AND AUDIT**

A Member is required by Rule 3.5.2 of the Futures Trading Rules to procure your full co-operation during any inspection or audit that may be carried out by the SGX-DT or any duly appointed person in connection with the discharge of the SGX-DT's regulatory obligations.

You undertake to cooperate with the SGX-DT or any duly appointed persons in accordance with Rule 3.5 (Inspection and Audit) of the Futures Trading Rules and comply with such requirements as may be imposed by GFI in connection with ensuring compliance by GFI or its execution broker with Rule 3.5.

#### **Reproduction of Rules 3.5.1 and 3.5.2**

##### **3.5.1 Scope of Inspection and Audit Rights**

The Exchange, in its discretion, may inspect, audit and take copies of the accounts, books, contracts and other records and documents of that Member to the extent that is necessary or desirable in connection with the discharge of the Exchange's regulatory obligations. The Exchange may also appoint or cause the Member to appoint independent Persons to do the same. Such Person shall report to the Exchange on all or any of the following:

- (a) whether that Member's accounts are being kept and maintained in compliance with this Rules;
- (b) whether that Member's financial position is being maintained in compliance with this Rules;
- (c) whether that Member's business is being conducted in compliance with this Rules;
- (d) whether that Member's accounts, financial position or any non-compliance with this Rules may jeopardize the integrity of the Exchange; and
- (e) such other matter as the Exchange may direct.

### 3.5.2 Access and Cooperation

A Member shall cooperate with the Exchange and procure for the Exchange or the duly appointed Person:

- (a) access to its premises or its Affiliates' premises, as applicable, to carry out on-site inspections during normal business hours;
- (b) access to the appropriate person for any queries or interviews which the Exchange or the duly appointed Person wishes to conduct in connection with its audit;
- (c) any information or documents which the Exchange or the duly appointed Person considers appropriate for the purpose of investigations; and
- (d) its Customers' full cooperation with the Exchange.

**(D) NOTIFICATION ON RULES 1.01.1 TO 1.01.5 OF THE CLEARING RULES OF THE SINGAPORE EXCHANGE DERIVATIVES CLEARING LIMITED**

You acknowledge that you are aware of the rules under Rules 1.01.0 to 1.01.5 of the Clearing Rules (the "Rules") and agree that the same 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 Clearing House and each Member and between a Member and any other Member and for the exclusive benefit only of the parties to such contract(s). Save as otherwise provided in 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 Clearing House otherwise expressly agrees with or expressly commits itself to any party, the benefit of any performance by the Clearing House of its obligations under:

1.01.2.1 the Rules, or

1.01.2.2 Directives, Practice Notes or Circulars issued by the Clearing House,

is restricted to only Members. The Clearing House shall have no liability to any other party. In particular, the Clearing House shall have no liability to any party affected or aggrieved by any alleged action or omission of the Clearing House or any of the directors, officers or employees of the Clearing House.

1.01.3 Without prejudice to Rule 1.01.2 or the benefit of any exclusion of liability in any contract or undertaking in favour of the Clearing House, the Clearing House accepts no duty to and therefore shall have no liability whatsoever to any Member or any Third Party in contract, tort, trust, as a fiduciary or under any other cause of action in respect of any damage, loss, cost or expense of whatsoever nature suffered or incurred by a Member or any Third Party, as the case may be, arising out of or in connection with:

1.01.3.1 any suspension, restriction or closure of any market whose contracts

are cleared by or novated to the Clearing House (each a “**Relevant Market**”), whether for a temporary period or otherwise or as a result of a decision taken on the occurrence of a market emergency;

- 1.01.3.2 any failure by the Clearing House or any Relevant Market to supply each other with data or information in accordance with arrangements from time to time established between and/or amongst any or all such persons;
  - 1.01.3.3 the failure of any systems, communications facilities or technology supplied, operated or used by the Clearing House;
  - 1.01.3.4 the failure of any systems, communications facilities or technology supplied, operated or used by any Relevant Market;
  - 1.01.3.5 the inaccuracy of any information supplied to and relied on by the Clearing House (including but not limited to any error in the establishment of a settlement price made by a Relevant Market) or a Relevant Market;
  - 1.01.3.6 any event which is outside the reasonable control of the Clearing House;
  - 1.01.3.7 the Clearing House’s clearing and settlement of Contracts, and all other matters as contemplated in the Rules; and
  - 1.01.3.8 the exercise or non-exercise by the Clearing House of any discretion or decision making power under the Rules.
- 1.01.4 Without prejudice to Rule 1.01.2, and in addition to Rule 1.01.3, each Member should and must note that in connection with any index used or to be used by the Clearing House for clearing and settlement or in connection or by reference therewith, none of the Clearing House, its directors or officers or any relevant party that the Clearing House may contract with for the supply of the index or information in relation thereto (each of the foregoing, a “**Relevant Party**”) assume any obligation or liability in connection with the clearing or settlement of any contract based on such index. Accordingly, none of the foregoing parties shall be in any way responsible for any losses, expenses or damages (in all cases direct or indirect) arising in connection with or referable to the clearing or settlement of any contract linked or referable to the said index, provided that nothing herein shall affect either obligations of the Clearing House or its Members as parties clearing or settling in any contract so linked or referable. None of the Relevant Parties guarantee or warrant or undertake in any manner the accuracy or completeness of any such index or any information or data included in or referable to it.

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

CONTRACTS OR FOR ANY OTHER USE. NONE OF THE RELEVANT PARTIES MAKES ANY EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE WITH RESPECT TO ANY SUCH INDEX, OR ANY INFORMATION OR DATA INCLUDED IN OR REFERABLE TO ANY SUCH INDEX.

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

**(Definitions of Capitalised Expressions in the Rules:** The capitalized expressions in the foregoing Rules 1.01.1 to 1.01.5 (which are not otherwise defined above) have the respective meanings as ascribed to them in the Rules.)



**PART D: APPROVAL FOR NEGOTIATED LARGE TRADES**

We acknowledge that we are aware of and hereby approve the execution of our orders via the Negotiated Large Trade (“**NLT**”) facility. We have read and fully understand that:

- (a) where our order is not an NLT order but meets the requirements of the NLT facility, GFI Group Pte Ltd (“**GFI**”) may instruct our executing broker execute our order via the NLT facility;
- (b) GFI will inform us if it may be or is a counterparty to our NLT; and
- (c) GFI will disclose to us all NLTs executed in the contract notes sent to us.

This approval shall remain in force until cancelled by the undersigned with reasonable notice in writing.

Yes

(Please initial)

**PART E: CONSENT FOR REGISTRATION OF NON-RELEVANT MARKET TRANSACTIONS (RULE 7.02A.2.6 OF THE SGX-DC CLEARING RULES)**

We hereby agree and consent to GFI allowing an Inter Dealer Broker, a Clearing Member acting for a Seller, or such other party authorised by the Clearing Member acting for a Seller and approved by the Singapore Exchange Derivatives Clearing Limited (the “**SGX-DC**”) to register Non-Relevant Market transactions on behalf of GFI for the clearing of the Non-Relevant Market Transactions through the Trade Registration System or other facility as prescribed by the SGX-DC.

An “**Inter Dealer Broker**” means a party who:

- (a) has signed an agreement with SGX-DC for the access to and use of the Trade Registration System; and
- (b) is designated by the SGX-DC as eligible to submit Non-Relevant Market Transactions to the SGX-DC on behalf of a Clearing Member pursuant to the SGX-DC Clearing Rules.

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

Yes                      (Please initial)

## Appendix 6

### RISK DISCLOSURE STATEMENT

You are requested to read, acknowledge receipt of and retain one copy of the following Risk Disclosure Statement.

#### **SECURITIES AND FUTURES ACT (Cap. 289)**

#### **SECURITIES AND FUTURES (LICENSING AND CONDUCT OF BUSINESS) REGULATIONS (Rg 10)**

#### **RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED UNDER REGULATION 47E(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 regulation 47E(1) of the Securities and Futures Licensing and Conduct of Business) Regulations (Rg 10).
2. This statement does not disclose all 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 the risks. 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 'leveraged' 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 if 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 specified time, 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**

**(i) Variable Degree of Risk**

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise 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 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 change 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 a leveraged foreign exchange transaction, the seller will acquire a futures or a leverage 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 subject 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 corporation with which you conduct your transactions for the term 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 future 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, e.g., 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 familiarise 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 specifically identifiable as your own will be pro-rated 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 Risks**

The profit or loss in transactions in foreign-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 not executed at all.

(i) **Off-Exchange Transactions**

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 subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise 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.

Signature of customer : \_\_\_\_\_

Name of customer : \_\_\_\_\_

Designation\* : \_\_\_\_\_

Corporation name\* : \_\_\_\_\_

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

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

Date:

\* For corporations 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 leverage foreign exchange transactions.