

## **TERMS AND CONDITIONS**

The following terms of trading, read together with the terms and conditions set out in the **CONDITIONS GOVERNING PHILLIP SECURITIES TRADING ACCOUNTS**, shall apply to customers trading in CFDs.

### **LEVERAGED INSTRUMENTS**

1. **Trading Facility** The Customer agrees that for the purposes of trading Leveraged Instruments, such as Contracts for Differences ("CFDs") and Extended Settlement Contracts, a separate account will be established by PSPL for the Customer for each Leveraged Instrument type to be transacted in (each hereafter, an "Account" as referred to in this Section). For avoidance of doubt, Contracts for Differences with financial instruments as underlying (e.g. securities or indices) shall constitute one Leveraged Instrument type and Extended Settlement Contracts shall constitute another Leveraged Instrument type. An account limit will be set by PSPL and varied from time to time according to the Customer's credit status and the amount of margin(s) specifically deposited with PSPL and earmarked for the Account. The Customer agrees that PSPL may, in its absolute discretion, apply a limit to:
  - (a) the size of any order or trade or series of orders or trades which the Customer may enter into; and
  - (b) the amount of any loss or liability to which the Customer may be exposed with respect to its trading (including unrealised loss determined on a marked to market basis by PSPL in good faith).

The Account for transacting in each Leveraged Instrument type is distinct from any other Account for the purposes of this Document and thus distinct from the Account for securities trading generally as well as the Margin Account. One consequence is that margins/collateral required for the Customer's trading in each Leveraged Instrument type contract needs to be separately provided. For avoidance of doubt, any interim excess in margin or collateral the Customer may have with PSPL for his securities trading generally or in his Margin Account will be disregarded in calculating available margin/collateral for the Customer's trading in each Leveraged Instrument type contract.

Where Transactions are intended to be effected on and subject to the rules of any exchange, market or trading platform (in each case "Relevant Rules") then it is a condition to the Customer being permitted to effect any such Transaction that the Customer agrees and is deemed by giving any order for such Transaction to have agreed to ensure that he has read and understood the relevant rules of the exchange, market or trading platform for effecting such Transactions and ensured that he shall at all times take no action or fail to take any action referable to any trading or transaction he effects or intend to effect with respect to such Transactions that would cause PSPL to be deemed in breach of the Relevant Rules. The Customer in particular is assumed to and should in particular ensure that he is familiar with the requirements of the Relevant Rules as to the provision of margins and settlement terms for the Transactions.

2. **Information Sheet** In addition to these terms and conditions, the Customer agrees to be bound by the terms in each relevant Leveraged Instrument type's Information Sheet which sets out matters and terms relating to its trading, including the initial and maintenance margin requirements, margin calls, trading hours and list of available underlying financial instruments, markets, and exchanges. Should any terms in the relevant Information Sheet conflict with these terms and conditions, the former are intended to and shall prevail.
3. **Margin** Without prejudice to the terms in each relevant Leveraged Instrument type's Information Sheet for transacting in that Leveraged Instrument type of contracts, the Customer shall deposit, maintain in each relevant Account and/or, as otherwise required by PSPL, provide PSPL with Margin in such form and amounts at such times and in respect of such Account as PSPL may from time to time in its sole and absolute discretion require, whether or not such requirement of PSPL is identical to or reflects or is greater than any applicable PSPL requirements of any governmental or self-regulatory organisation in any jurisdiction (including any exchange or market or operator of a relevant trading platform) which is required to be maintained by PSPL and/or the Customer for transactions for the Account.

The Customer hereby acknowledges and agrees that separate Margin shall be provided by the Customer in respect of each Account as PSPL may require, and that the Margin in respect of each Account shall be treated as separate for the purposes of this agreement. Upon specific instructions provided by the Customer, PSPL may (but is not obliged to) transfer all or part of the Margin held by PSPL for the Customer in respect of any Account to any other Account or to utilise such Margin for any purposes as required by the Customer.

The Customer hereby also acknowledges and agrees PSPL may, in its sole and absolute discretion, with or without notice to the Customer, vary the Margin requirements for any Account at any time and by any level and may also stipulate that such Margin requirements shall apply to existing positions as well as new positions in the Transactions affected by such change. The Customer hereby also acknowledges and agrees that PSPL may, in certain market conditions, effect an immediate change in Margin limits or levels and/or require additional Margin to be deposited immediately or within a specified period of time which may be less than 24 hours, and waives any right to object on the grounds that such requirement is unreasonable. No previous Margin requirements shall set a precedent or bind PSPL.

The Customer hereby also acknowledges and agrees to provide such additional Margin immediately upon demand, provided that, notwithstanding any such demand for additional Margin, PSPL may at any time exercise its rights set out in Clause 4 below. In making such determination in respect of the Margin provided for any Account, PSPL shall not be required to take into consideration Margin held by PSPL for the Customer in respect of any other Account. The Customer acknowledges that the Margin may be held and used to secure the performance of the Customer's obligations as well as for such other purposes as the applicable laws may permit or stipulate for the Transactions traded.

All Margin shall be held by PSPL, notwithstanding any provision or instructions to the contrary, as continuing security and shall be subject to a general lien and right of set off in favour of PSPL for any and all of the

Customer's liabilities to PSPL (whether contingent or actual) under this agreement or otherwise, and PSPL may realise any of the Margin of the Customer as provided for in this agreement.

PSPL shall be entitled to deposit, pledge, repledge or loan any Margin in whatever form provided to PSPL or otherwise, and shall not be under any obligation to account to the Customer for any interest, income or benefit that may be derived therefrom. No interest shall be paid on any type of Margin deposited by Customer with PSPL and the Customer acknowledges and consents that interest earned on the Margin deposited under this agreement may be retained by PSPL for its own account and benefit. PSPL shall at no time be required to deliver to the Customer the identical property delivered to or purchased by PSPL as Margin for the Account(s) but only property of substantially the same kind and amount, subject to adjustments for quantity and quality variations at the market price prevailing at the time of such delivery.

The Customer shall at its own cost and at PSPL's request, execute and do all such deeds, acts and things (including without limitation, the performance of such further acts or the execution and delivery of any additional instruments or documents) as PSPL may require for the purposes of this agreement, including but not limited to perfecting PSPL's rights to the Margin provided by the Customer.

For so long as the Customer owes moneys or obligations (of whatsoever nature and howsoever arising) to PSPL, the Customer shall only withdraw margin from PSPL with PSPL's consent. PSPL may at any time withhold any margin of the Customer pending full settlement of all such moneys or obligations of the Customer. Margin excess arising from pledged share collateral shall not be available for withdrawal.

**4. Default and Extraordinary Event/Closure of Accounts** A "Default" shall be deemed to occur if:

- (a) the Customer has failed to comply with any of its obligations hereunder or under any Account or Transaction;
- (b) (in the event the Customer is an individual) the Customer shall die, become bankrupt or insane, commit an act of bankruptcy, or have action to place the Customer in bankruptcy commenced against it;
- (c) (in the event the Customer is a partnership) any of the partners thereof shall die, become bankrupt or insane, commit an act of bankruptcy, or have action to place him/her in bankruptcy commenced, or if action is commenced to dissolve and/or alter the partners or the constitution of the Customer;
- (d) (in the event the Customer is a corporation) the Customer shall be unable to pay its debts as and when they are due, or action is commenced to place the Customer in insolvency, judicial management, receivership, administrative management, or any similar or analogous proceedings;
- (e) any claim, action or proceeding of any nature is commenced against the Customer, or steps are taken by any person to enforce any security against the Customer;

- (f) the Customer makes any compromise or arrangement with its creditors; or
- (g) PSPL forms the view, in good faith, that it should take action in order to preserve its rights or interests under any Account or under its relationship with the Customer,

PROVIDED in the case of Transactions effected otherwise than on an exchange, in the event of a Default under sub-Clauses (b), (c) or (d) above, all outstanding Transactions (including any Transaction which has not been performed and in respect of which the value date as determined by PSPL is on or precedes the date on which PSPL terminates such Transaction) entered between the Customer and PSPL shall be deemed immediately liquidated at prevailing prices (or, if not available, at such prices PSPL deems fit) and the amounts resulting converted into Singapore dollars or such other currency as PSPL may from time to time use as the principal currency of its business (together with all Margin duly converted into Singapore dollars or such other currency as PSPL may from time to time use as the principal currency of its business) at PSPL's prevailing rates and set-off against each other and the Margin prior to PSPL resorting to its rights below and/or payment or repayment to the Customer (if applicable).

Without prejudice to any other right of PSPL hereunder or otherwise at law, in the event of Default, PSPL may (but is not obliged to) immediately or at any time thereafter, do any one or more of the following:

- (i) suspend (indefinitely or otherwise) or terminate any Account, or PSPL's relationship with the Customer and accelerate any and all liabilities of the Customer to PSPL so that they shall become immediately due and payable;
- (ii) hedge and/or close out any outstanding Transaction (including any Transaction which has yet to be settled on the date on which PSPL terminates such Transaction) by determining its value in good faith as of the date of the close-out as soon as practicable after the close-out;
- (iii) liquidate the Margin or part thereof at a price which PSPL deems appropriate in the circumstances;
- (iv) call upon any security including but not limited to any guarantees and letters of credit which may have been issued to or in favour of PSPL as security for the Account(s);
- (v) apply any amounts of whatsoever nature standing to the credit of the Customer against any amounts which the Customer owes to PSPL (of whatsoever nature and howsoever arising, including any contingent amounts), or generally to exercise PSPL's right of set-off against the Customer;
- (vi) demand any shortfall after (v) above from the Customer, hold any excess pending full settlement of any other obligations of the Customer, or pay any excess to the Customer by way of cheque to the last known address of the Customer; and/or
- (vii) exercise such other authority and powers that may have been conferred upon PSPL by this Document.

If there occurs in relation to any Transaction (otherwise than on an

exchange) or otherwise in relation to an Account or Accounts an Extraordinary Event (as defined below), PSPL shall have the sole discretion to determine any adjustments or action necessary in relation to such Transaction or any or all Transactions or otherwise to an Account or Accounts in view of the Extraordinary Event. Such adjustments or actions may include altering or varying the quantities of currencies or financial instruments or the exchange rates or specifications of currencies or instruments bought or sold in respect of such Transaction or some or all Transactions, or terminating the Transaction in question or some or all Transactions, or an Account or Accounts or otherwise. Provided PSPL undertakes such action in good faith, any such adjustment or action shall be binding on the Customer who shall be liable for any additional loss incurred by PSPL on the account of the Customer or which the Customer is consequently liable for as a result of such adjustment or action.

An "Extraordinary Event" shall mean any event which PSPL in good faith believes to have a material adverse effect on any Transaction and shall include without limitation any form of exchange control restriction or requirement of whatsoever nature affecting availability, convertibility, credit or transfers of currencies, financial instruments or funds, any form of debt or other moratorium on jurisdictions, individuals or entities, any devaluation, redenomination or demonetisation of the underlying currencies or financial instruments of any Transaction and/or any form of restriction or requirement which in PSPL's good faith opinion adversely alters or changes the rights or obligations which PSPL in good faith undertook upon the establishment of such Transaction.

The Account or the Primary Service provided in relation to such Account provided by PSPL may also be terminated as of right without the need for any reason whatsoever by PSPL or the Customer giving the other party not less than five (5) days' notice in writing. Without prejudice to the foregoing, PSPL in any event reserves the right not to disclose the reason for terminating the account.

Such notice to terminate the Account or Primary Service shall not be a waiver of all accrued obligations of each party in respect of the Account and these accrued obligations shall continue to be governed by these terms until such obligations are performed. The Customer accepts that during the notice period, the Customer can only liquidate outstanding positions and is not allowed to put on new positions in the account.

Prior to the date of the termination of any Account or Primary Service, the Customer shall instruct PSPL as to the proper disposal or transfer of money and other properties of the Customer in relation to such Account or Service. If the Customer fails to do so, PSPL may exercise any of its rights as if Default had occurred.

Nothing in this clause prejudices any of PSPL's other rights under this Document.

To the fullest extent permitted by the law, the Customer acknowledges and agrees that PSPL is not intended to have any liability and shall not be liable to the Customer for any claims, costs, damages or losses whatsoever that may arise or that may be suffered or incurred by the Customer as a result of a termination of the Account or a relevant Primary Service or part thereof by PSPL.

Any fees, expenses, costs and other charges of PSPL accrued or incurred up

to the effective date of termination shall be paid by the Customer.

After the termination of the Account or the relevant Primary Service, PSPL shall close the Account at such time that it deems appropriate.

## **TERMS AND CONDITIONS OF CFD TRADING**

1. **CFD – The Product** The Customer acknowledges that:
  - (a) trading in CFDs involves trading on the outcome of the price of a financial instrument (eg. equity) or of an index and the Customer will not be entitled to delivery of, or be required to deliver, the underlying financial instrument nor ownership thereof or any other interest therein. A CFD has a fixed tenure and needs to be specifically closed out at or before its expiry date by the Customer or pursuant to the Customer's express instructions, failing which an automatic roll-over will be effected by PSPL;
  - (b) PSPL conducts CFD trading with customers (including the Customer) in relation to individual equities and equity indices and all CFD trades conducted are open-ended margined products in that they are automatically subject to being rolled over unless specifically closed out by the Customer or otherwise pursuant to these terms. The Customer acknowledges that PSPL is entitled to but not obliged to hedge its own exposure ("Hedge Position") under a CFD transaction with the Customer by entering into with, or acquiring from, a third party any CFD or other instrument or financial product. The Customer thus acknowledges that PSPL will charge and the Customer will pay a charge (for convenience referred hereafter as "interest") with respect each of its CFD open positions of such amount and/or at such rate as PSPL may from time to time notify the Customer and which rate may incorporate any market charges incurred by PSPL in relation to a Hedge Position;
  - (c) all CFD transactions are effected as between the Customer and PSPL on a principal to principal basis and as such the Customer further acknowledges and accepts the following:
    - (i) The Customer is transacting in CFDs fully aware and accepting that PSPL owes it no fiduciary duties or any duty of good faith or reasonable care except as specifically and expressly provided for in these terms;
    - (ii) That PSPL is not acting as fiduciary or adviser to the Customer; and
    - (iii) The Customer will effect its own due diligence and will ensure that in each case a CFD transaction is suitable for the Customer before the Customer enters into or offers to enter into the same, the Customer being fully aware that it is entering into the transaction on a strictly buyer beware basis;
  - (d) notwithstanding that trading in CFDs does not give rise to the Customer having any proprietary rights to the underlying financial instrument, the Customer acknowledges that the Customer may, in certain circumstances (for example but not limited to under the provisions of the Code of Takeovers and Mergers), have disclosure or other obligations as if the Customer had effected a transaction to buy or sell the underlying financial instrument;

- (e) that the Customer is acting for its own account and will make its own independent decisions about whether (a) to enter into any proposed CFD transaction; and (b) whether the CFD transactions and/or any proposed CFD transaction is appropriate or proper for the Customer based on its own judgment and upon advice from such legal, tax, regulatory, accounting and/or other advisers as the Customer deems necessary and appropriate;
- (f) that although PSPL will, in its absolute discretion in good faith, provide the Customer with information on actual and potential CFD transactions, it is the Customer's responsibility to ask PSPL for any explanations that the Customer may require in order for it and/or its advisers to assess the risks attached to any such transaction and its suitability for the Customer;
- (g) that information and explanations related to the terms and conditions of any CFD transaction shall not be considered investment advice or a recommendation to enter into any CFD transaction;
- (h) that the Customer has not and shall not rely on any communication (written or oral) from PSPL as legal, tax, regulatory or accounting advice, nor (except as provided for under the next sub-section below) as investment or financial or other advice;
- (i) that PSPL is not giving the Customer advice on the merits of any CFD transaction or any particular aspect of it unless, in relation to a particular potential or actual CFD transaction, PSPL has expressly acknowledged in **writing** that PSPL is doing so; and that where such advice is given, it is subject to any agreed terms between the parties for the giving of such advice; and
- (j) that no communication (written or oral) received from PSPL, whether before a CFD transaction is entered into or before it is terminated or expires, shall be deemed to be an assurance, guarantee or opinion as to the anticipated results of any CFD transaction.

**2. Procedures Regarding Acceptance of Customer's Orders** Nothing in this agreement obliges PSPL to enter into any CFD transaction with or to act on any order of the Customer, and PSPL may refuse to enter into any contract or otherwise act on any order without giving any reason. The Customer further acknowledges that PSPL may elect not to enter into any CFD transaction with the Customer until PSPL has satisfied itself that it can hedge its exposure.

In the event that PSPL decides to act on any order or is otherwise under an obligation to act on any order, PSPL shall be allowed such amount of time to review the order as may be reasonable before acting on it, having regard to the systems and operations of PSPL and the other circumstances then prevailing. This review may cause delays in the processing of the order and the Customer may receive an order execution based on the price of the underlying financial instrument existing in the marketplace at the time of execution (being such time as PSPL agrees to accept and actually accepts the Customer's order). The price may be different from the price at which the underlying financial instrument was trading when the Customer's order was received. PSPL shall not be liable for any loss arising from any delay on the part of PSPL in accepting the Customer's order.

Unless otherwise stipulated, all orders are day orders only. 'Good Till Cancelled' ("GTC") orders are valid until they are cancelled by the Customer or by the Customer's trading representative. Should the price of a GTC order be too far away from the then prevailing market price of the underlying financial instrument, PSPL reserves the right not to accept the order. It is the Customer's responsibility to keep track of GTC orders.

Without prejudice to PSPL's general discretion to decline a Customer's order, PSPL further reserves the right at its sole discretion, in periods of extreme market volatility and heavy trading volume, to limit and restrict the types of orders it will consider accepting from the Customer. Under certain circumstances, PSPL may also decline to consider or accept GTC orders and stop orders. Furthermore, PSPL retains the right at its sole discretion and without prior notice, to prioritise the consideration of customer orders (including the Customer's orders) such that orders based on the market price of the underlying financial instrument may have higher priority for PSPL's consideration over those based on limit prices. PSPL shall bear no liability whatsoever for failing to consider or accept any order of the Customer or for exercising or failing to exercise any discretion, power or authority conferred upon PSPL by this agreement.

**3. Pricing** PSPL will quote prices at which it may be prepared to deal in CFDs with the Customer and may, in its absolute discretion, quote different prices and charge commission and other charges at different rates to different customers. Upon the Customer's request, PSPL may quote a higher or lower figure for each transaction as compared to then prevailing market prices for the underlying financial instruments.

PSPL may, at its discretion, also notify the Customer of certain instruments in respect of which PSPL will not quote, restrictions on the amount for which PSPL will quote, or other conditions that may apply to PSPL's quote, but any such notification will not be binding on PSPL.

For avoidance of doubt, it is acknowledged that PSPL's quotes are all in the nature of "invitations to treat" and not offers. As such, the Customer further acknowledges that none of such quotes may be accepted by the Customer and thereby conclude a CFD transaction between the Customer and PSPL. The Customer's giving of orders based on such quotes shall be the relevant offers open for acceptance by PSPL and thereby concluding a CFD transaction.

Despite the preceding, the Customer acknowledges that it is possible that errors may occur in the prices of contracts quoted by PSPL which may be due to errors in the prices of the underlying financial instruments and which errors are carried over into the orders given by the Customer. In such circumstances, without prejudice to any rights it may have under statute or common law, neither party will be bound by any contract which purports to have been made (whether or not confirmed by PSPL) at a price which was, or ought reasonably to have been known to either party to be materially incorrect at the time of the contract. The party asserting that the contract is avoided under this clause shall give notice to the other within seven (7) calendar days of the contract. If

the Customer gives notice to PSPL under this clause, PSPL shall determine, acting reasonably, whether the price quoted was materially incorrect. Except in the case of fraud, PSPL does not accept any liability for any loss or damage suffered by the Customer as a result of the Customer's reliance on a price which the Customer knew, or ought reasonably to have known, to be materially incorrect.

**4. Opposite Positions Prohibited** The Customer acknowledges that he is not entitled to and shall not hold simultaneous opposing CFD positions on the same underlying financial instrument. For example, if the Customer originally placed a sell order and subsequently placed a buy order for a CFD on the same underlying financial instrument, this will close all or part of the Customer's original sell trade and may create a new open position. If the Customer has more than one open CFD position on the same underlying financial instrument, such trades (or part thereof) will be closed in the order "First In, First Out" (commonly known as "FIFO").

**5. Adjustments and Corporate Actions** Without prejudice to any other right of PSPL hereunder or otherwise at law, if the underlying financial instrument of the CFD transaction effected by the Customer or its traded price becomes subject to possible adjustments as a result of:

- (a) a subdivision, consolidation or reclassification of shares, or a free distribution of shares to existing holders by way of bonus, capitalisation or similar issue;
- (b) a distribution to existing holders of the underlying security of additional shares, other share capital or securities granting the right to payment of dividends and/or proceeds of liquidation of the issuer
- (c) a distribution to existing holders of the underlying shares, or securities, rights or warrants granting the right to a distribution of shares or to purchase, subscribe, or receive shares; or
- (d) any event in respect of the shares analogous to any of the foregoing events or otherwise having a dilutive or concentrative effect on the market value of the shares,

PSPL may determine the appropriate consequential adjustment, if any, to be made to the contract value of that CFD and/or the related contract quantity to account for the dilutive or concentrative effect necessary to preserve the economic equivalent prior to that event, to be effective as of the date determined by PSPL and such determination shall be conclusive and binding on the Customer. Notwithstanding the foregoing, PSPL reserves the right to close all open positions relating to the underlying security before the occurrence of the abovementioned adjustments.

**6. Account Adjustment for Dividends** Without prejudice to the provisions of section 5 of these terms, an adjustment to the Customer's Account shall be made by PSPL with reference to any dividend attributable to the underlying security of any CFD, or in the case of an applicable index CFD (i.e. an index CFD specifically notified to be subject to such dividend adjustment in a relevant CFD Information Sheet) the dividend attributable to the component security of the index, and shall be made as follows:

- (a) where the Customer holds a long position, PSPL shall adjust the account in favour of the Customer by the dividend (net of relevant taxes) per

share, or pro-rated in the case of an index CFD, multiplied by the contract quantity; and

- (b) where the Customer holds a short position, PSPL shall adjust the account in favour of PSPL by the gross dividend per share, or pro-rated in the case of an index CFD, multiplied by the contract quantity.

**7. Market Disruption, Suspension of Trading, Delisting of Underlying Financial Instrument or Closure of Hedge Position** On the occurrence of any one, some or all of the following circumstances or events:

- (a) if the underlying security on which the Customer is trading is the subject of a take-over offer or merger offer or the issuer of such equity has entered into or is the subject of insolvency or liquidation proceedings; or
- (b) if the underlying financial instrument on which the Customer is trading is suspended or delisted from trading; or
- (c) any event which disrupts the market, including the suspension of or limitation of trading by reason of movements in price exceeding limits permitted by the relevant exchange or otherwise howsoever and which is, in the sole determination of PSPL, material; or
- (d) any breakdown or failure of transmission, communication or computer facilities, interruption of power supply or electronic or communications equipment failure; or
- (e) PSPL's counterparty in a Hedge Position unwinds or closes out the Hedge Position or for any other reason PSPL is no longer able to maintain the Hedge Position.

PSPL may in its absolute discretion with or without notice to the Customer (and without prejudice to any other rights or remedies it may otherwise have under the terms of this agreement or at law) take any or all of the following actions:

- (i) close any or all open positions, refuse any trades, cancel any orders and fill any orders in each case at such level as PSPL may consider in good faith to be appropriate in all the circumstances;
- (ii) require open long positions to be settled in full from the date of suspension or such date(s) which PSPL shall determine;
- (iii) impose mandatory maintenance margin requirements on open short positions based on the last done market price of the underlying financial instrument prior to suspension (or on such date(s) which PSPL shall determine);
- (iv) close or terminate the CFD position if the underlying security is delisted or suspended for an unduly long period of time and cash-settle the contract at such price(s) which PSPL shall determine;
- (v) suspend or modify the application of any of the terms of this agreement to the extent that it is impossible or not reasonably practicable to comply with them; or
- (vi) take all such other actions as PSPL deems appropriate in the circumstances.

In the absence of fraud or bad faith, PSPL shall not be liable to the Customer for any loss, cost, claim, damage, demand or expense of whatever nature the Customer may suffer or incur in connection with and howsoever arising from the actions taken by PSPL.

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