



BLOCSEC PTE LTD SERVICE ANNEX

1. Definitions and Interpretation

1.1 In this BlocSec Pte Ltd Service Annex capitalised terms have the meaning given to them in the CLSA Asia-Pacific Terms of Business (the “**Terms of Business**”). In addition,

“**BlocSec**” means BlocSec Pte. Ltd.

“**BlocSec Service**” means the provision of the services as contemplated by the BlocSec System and the Broker System.

“**BlocSec System**” means the automated trading system and associated components/equipment made available to you by BlocSec, directly or through third parties, which provides for the matching and crossing of Orders.

“**BlocSec System Application**” means the order entry front end via which Orders are entered and managed.

“**BlocSec System Application Terms of Use**” means the terms of use (as amended and/or updated from time to time), substantially set out in Schedule 2 hereto, which appear on the computer screen prior to the User logging into the BlocSec System for the first time and which subsequently appear from time to time.

“**Broker System**” means the electronic order management and securities settlement systems made available or provided to BlocSec by the Affiliates of CLSA.

“**Connected Exchange**” means the Exchange(s) to which BlocSec has a direct electronic connection through the Broker System.

“**Market Annex**” means each of the market annexes relating to a Market set out in Schedule 1 hereto, as amended and/or updated from time to time, and any additional market annex relating to a Market which may be included from time to time.

“**Orders**” means orders for the sale or purchase of listed Securities placed by you to be transmitted to the BlocSec System for matching and crossing.

“**Regulators**” means any Exchange, Clearing House or any legal, regulatory or governmental authority having jurisdiction in any Market in respect of transactions in Securities conducted in or on such Exchange, Clearing House or Market.

“**User**” means a client of BlocSec with access to the BlocSec System.

“**User Network**” means (a) a secure telecommunication line/network and associated components/equipment used to connect to the BlocSec System Application or system application of a third party service provider approved by BlocSec; (b) instant messaging systems including, but not limited to, electronic mail and Short Message Service (SMS); or (c) any

other form of notification mechanism, which we in our sole absolute discretion consider appropriate.

- 1.2 This BlocSec Pte Ltd Service Annex is referred to herein as "this Service Annex".
- 1.3 The Schedules hereto are part of this Service Annex and shall have effect accordingly.
- 1.4 References in this Service Annex to "we", "us" and "our" mean, unless the context otherwise requires, BlocSec or where the context requires will also include the Affiliates of CLSA.

2. Effect of Terms of Business; Amendment

- 2.1 This Service Annex shall apply to you if you requested that we provide you with BlocSec Services.
- 2.2 The terms and conditions set out in this Service Annex shall apply to the BlocSec Services provided by us to you in addition to, and supplemental to, the terms and conditions set out in the Terms of Business. Accordingly, the terms and conditions in this Service Annex are legally binding and take effect when you signify your acceptance by placing an Order with us following your receipt of our Terms of Business and this Service Annex.
- 2.3 The terms and conditions set out in this Service Annex may be amended and/or supplemented from time to time in accordance with the Terms of Business.

3. Market Annex

- 3.1 We shall not be obliged to provide the BlocSec Service to you in respect of a Market which you have selected until we, at our sole discretion, have so approved and you have received written confirmation from us of such approval.
- 3.2 You acknowledge that the BlocSec Service provided by us in respect of a Market is subject to the laws and regulations, Market Requirements, operating procedures and the terms and conditions applicable in the selected Market and the provisions set out in the Market Annex for such Market as set out in Schedule 1 hereto, and you agree to be bound by the same.
- 3.3 The BlocSec Service shall be available on such trading days and at such trading hours as we may at our discretion determine and notify to you from time to time and such trading days and trading hours may vary from Market to Market.

4. BlocSec System Application Terms of Use

You acknowledge that the usage by you of the BlocSec System is subject to your acceptance of the BlocSec System Application Terms of Use, the terms of which are substantially set out in Schedule 2 hereto, and we shall

not be obliged to provide the BlocSec System to you until you have accepted the same.

5. BlocSec User Guide

5.1 You agree to use the BlocSec System in accordance with the operating guidelines, rules and regulations set out in the BlocSec User Guide (the "**User Guide**"), a copy of which is posted by BlocSec on their website from time to time.

5.2 We may amend the terms of the User Guide from time to time and the updated version will be posted on **www.blocsec.com/UserGuide**.

6. Appointment; Services; Additional Services

6.1 We may at our sole discretion, at your request, open or have opened, as the case may be, an Account or Accounts for the purposes of providing you with the BlocSec Service.

6.2 In addition to the BlocSec Service, we may also provide you with other services in connection with Securities, the terms of which will be notified to you in writing from time to time and where necessary we may require you to agree to such terms in writing. Any such additional terms will form part of and be supplemental to the Terms of Business, including this Service Annex.

7. Orders

7.1 You warrant that only persons authorised by you can access and place Orders with us and that each such authorised person is authorised under applicable law and Market Requirements to conduct proprietary or brokerage trading.

7.2 We shall be entitled to treat any Order, instruction and/or communication transmitted to the BlocSec System as genuine and we shall be under no duty to verify the authenticity of such instruction or communication.

7.3 You shall be responsible for any accidental, fraudulent or unauthorised instruction or communication transmitted to the BlocSec System. Upon notice or suspicion of any accidental, fraudulent or unauthorised transmission of instruction or communication, you shall immediately notify us.

7.4 You shall be liable for and accept the consequences of all transactions transmitted by accessing the BlocSec System even if any such transactions are incorrect, originate from a person other than an authorised person or are miscommunicated due to a malfunction of the BlocSec System. You shall not assert the absence of additional controls as a reason for rejecting commitments arising from Orders transmitted via the BlocSec System.

7.5 You agree to check the details of an Order before transmission as it may not be possible to cancel the Order once transmitted. You acknowledge that a request to cancel or amend an Order is only possible before such Order is executed and you agree to accept full responsibility for any full or

partial execution of an Order whether or not you purport to, or otherwise have attempted to, cancel or amend such Order.

- 7.6 An Order may be rejected automatically by the BlocSec System, and we shall be entitled in our absolute discretion (without any liability to you) to reject, stop, intercede or cancel an Order if in our sole opinion, the execution of such Order would be in breach of any applicable law or regulation, Market Requirement or otherwise adversely affect our interests or those of any Affiliate of BlocSec.
- 7.7 We shall rely on real time bid and asked quotes published by the relevant Connected Exchange to match and cross an Order. In the event we have received an erroneous quote which has resulted in a match and cross of an Order, we shall have absolute discretion (without any liability to you) to cancel and terminate such match and cross and we shall reserve such right to cancel and terminate such match and cross even if a Notification (as defined below) has been transmitted to you via the User Network. In the event we cancel and terminate a match and cross under this Clause 7.7, we shall as soon as reasonably practicable notify you of such cancellation and termination.
- 7.8 (a) Once an Order has been matched and crossed by the BlocSec System, a notification will be transmitted to you via the User Network on the same day indicating that the Order has been completed and executed or, in the event reporting to the relevant Connected Exchange is required, is pending reporting to the relevant Connected Exchange, upon completion of which a subsequent notification will be transmitted to you via the User Network on the same day confirming the completion and execution of the Order.
- (b) The notifications referred to in Clause 7.8(a) above (the "**Notifications**") will be transmitted to you via the User Network if you are logged into the BlocSec System at that time or when you next log into the BlocSec System on the same day. The Notifications will only be transmitted to you via the User Network on the same day the Order is matched and crossed by the BlocSec System and will expire automatically without notice at the end of the day.
- (c) Any delay, error, interruption or failure in the transmission of the Notifications due to the breakdown, interruption, error or failure of the BlocSec System, the User Network or Broker Systems shall not affect the validity of an executed Order.
- 7.9 All Orders placed in the BlocSec System are intra-day and will expire automatically without notice at the end of the trading day on which they were entered at such trading hours as we may have designated and notified to you from time to time.
- 7.10 All Orders must comply with the minimum and maximum order size prescribed and notified by BlocSec from time to time.

8. Market Requirements

- 8.1 You acknowledge that short selling is strictly prohibited on the BlocSec System and undertake not to use the BlocSec System to carry out any short selling activity regardless of whether short selling is permitted in the selected Markets.
- 8.2 In respect of any crossing transactions duly concluded for Securities listed on any Exchange, the rules of that Exchange and of the relevant Clearing House, and in particular, those relating to trading and settlement shall be binding upon both you and us.

9. Professional investors or accredited investors only

- 9.1 The BlocSec Service is not available to any person in Singapore unless that person is an "accredited investor" (as defined in section 4A of the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**")) or a "professional investor" (as defined below). Accordingly, as of the date of your application for the BlocSec Service and on each day thereafter until your access to the BlocSec Service is terminated:

- (a) you represent and warrant that, where you are incorporated or established in Singapore, resident or domiciled in Singapore or carry on business through a branch in Singapore, you are an accredited investor or professional investor; and
- (b) if you effect Orders for the account of your clients, and any such clients or any persons (other than such clients) with the ultimate beneficial interest in the transactions are incorporated or established in Singapore, resident or domiciled in Singapore or carry on business through a branch in Singapore, you represent and warrant and undertake to ensure that all such clients or persons are accredited investors or professional investors.

You shall notify us immediately if you become aware of any breach of subparagraphs (a) or (b) above.

- 9.2 "Professional investor" means:

- (a) a bank that is licensed under the Banking Act, Chapter 19 of Singapore;
- (b) a merchant bank that is approved as a financial institution under section 28 of the Monetary Authority of Singapore Act, Chapter 186 of Singapore;
- (c) a finance company that is licensed under the Finance Companies Act, Chapter 108 of Singapore;
- (d) a company or society registered under the Insurance Act, Chapter 142 of Singapore as an insurer;
- (e) the Singapore government;

- (f) a statutory body established under any statute in Singapore;
- (g) the Government of Singapore Investment Corporation Pte Ltd;
- (h) a pension fund;
- (i) a collective investment scheme, as defined under section 2(1) of the SFA;
- (j) a holder of a capital markets services licence under the SFA;
- (k) a headquarters company or Finance and Treasury Centre which carries on a class of business involving fund management but only to the extent that the business in fund management has been approved as a qualifying service in relation to that headquarters company or Finance and Treasury Centre under section 43E(2)(a) or 43G(2)(a) of the Income Tax Act, Chapter 134 of Singapore, as the case may be;
- (l) a company in the Global Trader Programme of International Enterprise Singapore;
- (m) a financial adviser licensed under the Financial Advisers Act, Chapter 110 of Singapore who uses the BlocSec Service solely for the purposes of trading for its own account;
- (n) a person exempted under paragraph 5(1)(d) of the Second Schedule to the Securities and Futures (Licensing and Conduct of Business) Regulations who has assets under management of not less than S\$15 million; or
- (o) a hedge fund that has assets under management of not less than S\$15 million.

9A. Professional Investors – Hong Kong

The BlocSec Service is not available to any person in Hong Kong unless that person falls within one of the categories set out in paragraphs (a) to (h) of the definition of “professional investors” set out in Schedule 1 to the Securities and Futures Ordinance (Cap 571). Accordingly, where you are incorporated, resident, domiciled, registered or carrying on a business in Hong Kong, you agree to being treated as a “professional investor” (as defined in the foregoing sentence) and you agree that we may treat you to be a “professional investor”, unless you expressly tell us otherwise.

10. Concerning Transactions in Securities

- 10.1 If you effect Orders for the account of your clients, whether on a discretionary or non-discretionary basis, and whether as agent or by entering into matching transactions as principal with your clients, you hereby agree that, in relation to a transaction where we have received an enquiry from the Regulators, the relevant provisions of Clauses 10.2 to 10.4 shall apply.

- 10.2 Subject to Clauses 10.3 and 10.4, you shall, immediately upon our request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the client for whose account the Order was effected and (so far as known to you) of the person with the ultimate beneficial interest in the transaction. You shall also inform the Regulators of the identity, address, occupation and contact details of any third party (if different from the client/ultimate beneficiary) who originated the transaction.
- 10.3 (a) If you effected the Order for a collective investment scheme, discretionary account or discretionary trust, you shall, immediately upon our request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address and contact details of the scheme, account or trust and, if applicable, the identity, address, occupation and contact details of the person who, on behalf of the scheme, account or trust, instructed you to effect the Order.
- (b) If you effected the Order for a collective investment scheme, discretionary account or discretionary trust, you shall, as soon as practicable, inform us when your discretion to invest on behalf of the scheme, account or trust has been overridden or otherwise terminated. In the case where your investment discretion has been overridden or otherwise terminated, you shall, immediately upon our request (which request shall include the relevant contact details of the Regulators), inform the Regulators of the identity, address, occupation and contact details of the person(s) who has or have given the instruction in relation to the Order.
- 10.4 If you are aware that your client is acting as intermediary for its underlying client(s), and you do not know the identity, address, occupation and contact details of the underlying client for whom the transaction was effected, you confirm that:
- (a) you have arrangements in place with your client which entitle you to obtain the information set out in Clauses 10.2 and 10.3, as relevant, from your client immediately upon request; and
- (b) you will, upon our request in relation to an Order, promptly request the information set out in Clauses 10.2 and 10.3, as relevant, from your client on whose instructions the Order was effected, and provide the information to the Regulators as soon as received from your client.

11. Maintenance and Operation of Your Account

- 11.1 Every Order matched and crossed by us and executed via the Broker System for you or on your behalf on the floor of an Exchange shall be subject to a transaction levy and any other levies that the relevant Exchange may from time to time impose and we are hereby authorised to collect any such levies in accordance with the rules prescribed by the relevant Exchange from time to time.

- 11.2 Before the due settlement date in respect of any Order in Securities which we have matched and crossed on your behalf and which has been executed via the Broker System, you will put us in funds or deliver to us Securities to complete such Order or make good delivery of the Securities to be sold, as the case may be.
- 11.3 You agree that should you fail to make payment or delivery of Securities as required by Clause 11.2 by the due settlement date, we are hereby authorised (but shall have no obligation) to:
- (a) in the case of a purchase Order, to transfer or sell any such purchased Securities to satisfy your obligations to us; or
 - (b) in the case of a sale Order, to borrow and/or purchase such sold Securities to satisfy your obligations to us.
- 11.4 You hereby acknowledge that you will be responsible to us for any loss, costs, fees and expenses incurred by us in connection with your failure to meet your obligations due by the settlement dates and for any debit balance or other liability owing on any of your Account(s) even if such Account(s) has/have been closed and you shall pay on demand such amount as we may require to discharge this responsibility.
- 11.5 In the event that you are the party that placed a sell Order which has been crossed on the BlocSec System, but fail to deliver the Securities to fulfil such a transaction by or on the settlement date, you will be responsible for any difference in price and all incidental expenses incurred in connection with an open market purchase of such Securities to fulfil your contractual obligations under such a transaction.
- 11.6 Any obligation which we may have to deliver Securities, deposits of cash, credit balances or other property to you shall in any event be conditional upon you having paid to us all fees, charges, expenses and liabilities owed to us by you under the Terms of Business. You further agree with us not to charge or otherwise encumber any such Securities, deposits of cash, credit balances and property (or any rights in respect thereof) delivered to us without our prior agreement.

12. Operation of the BlocSec System

In case of emergency or where required by Market Requirements or any Regulators, we may halt, suspend, or terminate the BlocSec System and the BlocSec Service (in whole or in part) and limit or cancel the transmission of any or all Orders to the BlocSec System at our absolute discretion, and we will notify you of any such actions as soon as practicable thereafter.

13. Undertakings

- 13.1 You hereby warrant and undertake that:
- (a) you shall ensure that all relevant laws, regulations, directives (including without limitation local securities regulations and the

rules of the Connected Exchange), Market Requirements and our terms and conditions regarding the use of the BlocSec Service have been and will be complied with;

- (b) you shall not use the BlocSec System except to place Orders to be matched and crossed by us on your behalf;
- (c) you have the power to enter into and perform your obligations under this Service Annex;
- (d) your entry into this Service Annex and performance of your obligations hereunder will not violate or conflict with (i) any enactment, regulation, rules or other obligation to which you are subject; (ii) your memorandum and articles of association (or equivalent constitutional documents) or (iii) any other document, instrument or undertaking binding on you; and
- (e) you will not enter into any transaction in relation to Securities on the BlocSec System which does not result in a change in the beneficial ownership of such Securities.

14. Acknowledgements

You acknowledge and agree to each of the following.

- 14.1 We do not warrant the result of the use of the BlocSec Service or warrant that any or all failures, defects, or errors will be corrected, or warrant that the BlocSec Service will meet your requirements.
- 14.2 No condition, warranty or representation of any kind is or has been given by or on behalf of us in respect of the BlocSec Service, or any part thereof, and accordingly you confirm that you have not, in determining whether to use the BlocSec Service, relied on any condition, warranty or representation by us or any person on our behalf, express or implied, whether arising by law or otherwise in relation to the BlocSec Service, or any part thereof.
- 14.3 We shall not be liable or have any responsibility whatsoever for any loss, damage, costs, claims or expenses of any nature (including consequential loss or damage) incurred or suffered by you resulting from your use of, or inability to use, the BlocSec Service for transmitting orders (including but not limited to Connected Exchange error, failure of transmissions, delays, failures caused by any third party or unauthorised modifications by break-ins, failed connection through or between the BlocSec System or the Broker System and the User Network, failures in Connected Exchange-owned systems or any other cause), except to the extent that such loss or damage was due to our fraud or wilful misconduct.
- 14.4 We shall not be liable for the non-performance of any of our obligations under this Service Annex or otherwise, by reason of any cause beyond our reasonable control, including without limitation, any breakdown, suspension or failure of transmission or communication or computer facilities, postal or other strikes or similar industrial action, act of god and

the failure of any relevant Connected Exchange, Clearing House or depository agency for any reason to perform their obligations.

- 14.5 We shall not be liable or have any responsibility whatsoever for any delays, errors, interruptions or failure in transmission of Orders caused by or arising from the BlocSec System or User Network.
- 14.6 BlocSec will be required to appoint brokers and settlement agents ("**Brokers**") that are participants of the various Connected Exchanges to enable it to effect transactions on your behalf and you acknowledge and agree that BlocSec shall not be responsible for any failure on the part of such Brokers notwithstanding that such Brokers may be part of the CLSA Group.
- 14.7 BlocSec shall not be responsible for monitoring Orders input into the BlocSec System by Your Affiliates, alerting you to Orders which may be crossed or matched between you and Your Affiliates or otherwise prevent such Orders being executed.

15. Indemnification

You agree to indemnify and hold us harmless from and against all losses, liabilities, obligations, damages, penalties, judgments, claims, causes of action, costs, expenses or disbursements of any kind (including reasonable legal fees and expenses) which may be incurred or suffered by or asserted against us resulting from (i) the use of the Service; (ii) any breach by you of your duties or obligations under the Terms of Business and this Service Annex; (iii) failed settlement of transactions through the BlocSec System or the Broker System as a result of your negligence or wilful misconduct or that of your clearing broker or custodian; (iv) any Order effected by you; and (v) your omission or failure to take any action required of you under the Terms of Business, this Service Annex, any applicable laws, Market Requirements and legal process.

16. Governing Law and Jurisdiction

- 16.1 This Service Annex shall be governed and construed in accordance with the laws of Singapore.
- 16.2 The courts of Singapore are to have jurisdiction to settle any disputes which may arise out of or in connection with this Service Annex and accordingly any legal action or proceedings arising out of or in connection with this Service Annex ("**Proceedings**") may be brought in such courts. You irrevocably submit to the jurisdiction of such courts and waives any objections to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is for the benefit of BlocSec and shall not limit our right to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in any one or more jurisdictions preclude the taking of

Proceedings in any other jurisdiction. You shall, if required by us, appoint a person in Singapore as your agent to accept service of any Proceedings



on your behalf and shall provide us with written evidence of appointment of such process agent.

17. Third Parties

A person who is not party to this Service Annex has no rights under the Contracts (Rights of Third Parties) Act, Chapter 53B to enforce or enjoy the benefit of any of its terms, but this does not affect any right or remedy that exists or is available apart from that Act.

SCHEDULE 1: MARKET ANNEXES

SINGAPORE MARKET ANNEX

1. Market Requirements

- 1.1 Without limitation to your obligations under the Terms of Business and this Service Annex, you will comply at all times with the Market Requirements and the applicable rules and regulations of the Singapore Exchange Securities Trading Limited (the "SGX-ST") and the Central Depository (Pte) Limited.
- 1.2 You acknowledge and agree that:
- (a) the minimum size of all Orders relating to Securities that are listed and traded on the SGX-ST is 50,000 units of Securities or S\$150,000, or such other minimum size as the SGX-ST may from time to time prescribe in its rules relating to direct business;
 - (b) all such Orders that have been matched and crossed by the BlocSec System shall be reported to SGX-ST (as contemplated in Clause 7.8(a) of this Service Annex) via the SGX-ST's married trade reporting system; and
 - (c) the BlocSec Service will not be available for Securities (notwithstanding that they may be listed and traded on SGX-ST) if SGX-ST has suspended direct business on such Securities, or if SGX-ST has suspended or restricted or halted trading in such Securities.
- 1.3 You agree that we may do all such acts and things, including (without limitation) the provision of information to the relevant authorities and regulators and advising or assisting such authorities and regulators in respect of any buying-in of securities in a short sale, in order to comply with obligations imposed on us by applicable laws, Market Requirements and legal process, including (without limitation) the Securities and Futures Act, Chapter 289 of Singapore, and the Securities and Futures (Markets) Regulations 2005.
- 1.4 You further agree that you shall seek advice on and be aware of the laws and Market Requirements in your own country and in each jurisdiction in which you may from time to time require us to provide services to you hereunder (including as to the prohibited securities transactions and insider dealing), and we shall not be liable for any loss or liability imposed on you as a result of non-compliance with such laws, Market Requirements and applicable legal process.

2. Securities Positions and Reporting Limits

Singapore law prescribes, among other matters, certain disclosure requirements on interests in securities acquired. In addition, there are potential take-over and other obligations in the event that your holdings in securities exceed stipulated percentages. You may need to take legal and other professional advice regarding your obligations thereunder and under Market Requirements generally. You acknowledge that it is your

responsibility to observe such position limits, to monitor your holdings and to make reports where applicable.

3. Provision of Information

- 3.1 In addition to and without prejudice to your obligations in Clause 9 of this Service Annex, you shall, immediately upon our request, provide to us the identity, address, occupation and contact details of: (a) the client for whose account any Order was effected, (b) (so far as is known to you) the person with the ultimate beneficial interest in the transaction, and (c) any third party (if different from the client/ultimate beneficiary) who originated the transaction. You shall also provide us with any other information we may reasonably require to investigate or monitor prohibited or suspicious trades or to comply with our legal or regulatory obligations. You agree and acknowledge that we may disclose any of the foregoing information, and your identity as a user of the BlocSec System, to any Regulator if required by that Regulator.
- 3.2 If you are licensed or authorised by the Monetary Authority of Singapore, you shall notify us immediately if your licence or authorisation is revoked. We may at our discretion terminate, suspend or restrict your access to the BlocSec System in this event.

4. Limits

Notwithstanding any provision of this Service Annex, we shall have the discretion at any time and from time to time to impose higher minimum limits on the Orders that you may place or the transactions that you may enter into.

5. Designated Securities

- 5.1 You acknowledge and agree that, in the event that SGX-ST declares any Security to be a "Designated Security" (which, under the Securities Trading Rules of SGX-ST, may happen if SGX-ST is of the opinion that there has been manipulation, excessive speculation, or is otherwise in the interests of SGX-ST's markets), SGX-ST can prescribe additional conditions that apply to trading in such Designated Security and such conditions will apply to Orders or transactions conducted through the BlocSec System and be binding upon you (subject to such adjustments as we may determine in our discretion), including (without limitation):
- (a) a requirement that margin be provided in respect of dealings in such Designated Security;
 - (b) a restriction on all dealings to immediate bargains; and
 - (c) a restriction on the extent to which any person may trade in the Designated Security.
- 5.2 You agree that we may disclose to any Regulator particulars of your Orders and transactions relating to any Designated Security.

6. Corner

You acknowledge and agree that, in the event that SGX-ST declares a corner in any Security (which, under the Securities Trading Rules of SGX-ST, may happen if SGX-ST is of the opinion that a single interest or group has acquired control of enough of the supply of the Security that it can only be obtained for delivery at prices or on terms dictated by that single interest or group, or is otherwise in the interest of SGX-ST's markets), SGX-ST can prescribe additional conditions that apply to existing contracts relating to such cornered Security or trading in such cornered Security, and such conditions will apply to Orders or transactions conducted through the BlocSec System and be binding upon you (subject to such adjustments as we may determine in our discretion), including (without limitation):

- (a) extending (or further extending) the due date for delivery; and
- (b) declaring that contracts will be cash settled (not delivered), on such terms as may be prescribed by SGX-ST.

JAPAN MARKET ANNEX

Section A

Offshore Clients

1. You confirm you are not incorporated, resident in Japan or have a place of business in Japan ("**Offshore Client**") or engaged in any activity in Japan which will constitute you to be resident in Japan and an Onshore Client (as defined below).
2. You acknowledge and understand there are no Market Requirements, laws or regulations applicable to matching and crossing of Securities by, on the behalf of, Offshore Clients on the stock exchanges in Japan, including but not limited to the Tokyo Stock Exchange, Inc. and the Osaka Securities Exchange Co., Ltd..
3. In the event you are no longer an Offshore Client and become an Onshore Client, you shall immediately notify us in writing and you agree to comply with the rules, regulations and Market Requirements set in Section B below applicable to Onshore Clients.

Section B

Onshore Clients

1. You represent and warrant that, where you are incorporated or established in Japan, resident or domiciled in Japan or carry on business through a branch in Japan, you are a professional investor that falls under one of the following ("**Onshore Client**"):
 - (a) financial instruments firms (limited to those conducting securities-related business activities);
 - (b) Japanese government;
 - (c) the Bank of Japan;
 - (d) banks (including trust banks and licensed Japanese branches of foreign banks);
 - (e) trust companies (including registered Japanese branches of foreign trust companies);
 - (f) insurance companies (including licensed foreign insurance companies);
 - (g) firms registered as investment management business; and
 - (h) certain other government-owned financial institutions, credit associations, labor credit associations and agricultural cooperative associations and their federations; Norin Chukin Bank; and Shoko Chukin Bank.

HONG KONG MARKET ANNEX

1. Market Misconduct

You represent and warrant to us on each occasion on which you enter an Order in the BlocSec System that:

- (a) such Order is in compliance with Market Requirements and in particular with section 250 of the Securities and Futures Ordinance (Cap 571) (the "SFO") and Rule 545 of The Stock Exchange of Hong Kong Limited Trading Rules; and
- (b) the Order is not a "wash trade" and that once completed will constitute a change in beneficial ownership of the Securities for the purposes of section 250(7) of the SFO.

2. Securities and Positions and Reporting Limits

The Securities and Futures Commission of Hong Kong has prescribed certain trading limits and disclosure requirements on Securities that may be held or controlled by a person and require a person holding or controlling a reportable position to notify the relevant Exchanges. You may need to take legal advice regarding your obligations thereunder. You acknowledge that it is your responsibility to observe such position limits, to monitor your holdings and to make reports where applicable.



SCHEDULE 2

[Please note that the foregoing BlocSec System Application Terms of Use will appear electronically from time to time on the computer screen prior to logging into the BlocSec System.]

BLOCSEC SYSTEM APPLICATION TERMS OF USE

These Terms of Use ("**Terms of Use**") are supplemental to and form part of the CLSA Asia-Pacific Terms of Business ("**Terms of Business**"), BlocSec Annex (the "**Annex**") and other agreements agreed between you and BlocSec Pte Ltd ("**BlocSec**") (together, the "**BlocSec Terms**").

By clicking on the "**I accept**" button below, you accept and agree to be legally bound and to abide by the BlocSec Terms. You are therefore liable for any breach of your obligations under the BlocSec Terms. Please therefore read them carefully before accepting. Each time you access or use the BlocSec System Application (the "**System**") you are also thereby agreeing that you accept and agree to be legally bound and to abide by the BlocSec Terms whether or not these Terms of Use appear on your computer screen prior to logging into the System, and it is a condition of access and use that you do so.

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By pressing the accept button below, you represent that you have read, understood and agree to be bound by the foregoing terms and conditions.

[“Accept” Button]

[“Decline” Button]