

CLSA ASIA-PACIFIC: DIRECT MARKET ACCESS SERVICES ANNEX

1. Definitions and Interpretation

- 1.1 In this Direct Market Access Services Annex capitalised terms have the meaning given to them in the “CLSA Asia-Pacific Terms of Business” (the “**Terms of Business**”). In addition, the following capitalised terms have the following meaning:

“**CLSA System**” means the electronic order management system made available or provided by CLSA, either directly or through third parties.

“**Connected Exchange**” means the Exchange(s) to which CLSA has a direct electronic connection via the CLSA System.

“**DMA Orders**” means orders for sale and purchase of listed Investments placed by you to be transmitted to the relevant Connected Exchange via the CLSA System.

“**DMA Service**” means the electronic connectivity service provided by CLSA which enables you to transmit DMA Orders from the User Network, via the CLSA System, to the relevant Connected Exchange for, subject to the terms hereof, execution and settlement.

“**User Network**” means a secure telecommunication line/network connecting to the CLSA System with a service provider approved by CLSA.

- 1.2 This Direct Market Access Services Annex is referred to herein as “this Annex”.
- 1.3 References in this Annex to “we”, “us” and “our” mean, unless the context otherwise requires, CLSA and where the context requires will also include any company in the CLSA Group, or persons connected with the CLSA Group.

2. Effect of Terms of Business; Amendment

- 2.1 This Annex shall apply to you if (a) you requested in your Application Form that we provide you with Direct Market Access Services in respect of Securities Dealing Services and/or Futures/Option Trading Services or (b) we currently provide you with Direct Market Access Services in respect of Securities Dealing Services and/or Futures/Option Trading Services.
- 2.2 The terms and conditions set out in this Annex shall apply to all Direct Market Access Services provided by us to you in addition to, and supplemental to, the terms and conditions set out in the Terms of Business, the Securities Dealing Services Annex and/or the Futures/Options Trading Services Annex, as the case may be, and any relevant Market Annex(es). Accordingly, the terms and conditions in this Annex are legally binding and take effect when you signify your acceptance by placing a DMA Order with us following your receipt of our Terms of Business, the Securities Dealing Services Annex and/or the Futures/Option Trading Services Annex, as the case may be, and the relevant Market Annex(es).

3. Prerequisite Requirements

- 3.1 If you wish to use the DMA Service, you must establish and maintain a User Network or you currently maintain a User Network, as the case may be.
- 3.2 You shall provide to us such information as we may request to set up your reference data on the CLSA System for the provision of the DMA Service.

4. Market Annex(es)

- 4.1 We shall not be obliged to provide the DMA Service to you in respect of a Market in which you intend to trade until we have so approved and you have received the relevant Market Annex relating to such Market.
- 4.2 You acknowledge that the DMA Service provided by us in respect of a Market is subject to the laws and regulations, Market Requirements, operating procedures and terms and conditions applicable in the selected Market and you agree to be bound by the same.

5. Execution Limit

- 5.1 You acknowledge and agree that we may set a maximum order limit (whether it is an order limit per execution and/or daily limit and/or otherwise) (each a “**Client Limit**”) on the DMA Orders placed by you and we have the right to reject any order which, if executed, would exceed your Client Limit.
- 5.2 We may change your Client Limit from time to time at our discretion and we will notify you of such change as soon as practicable thereafter.

6. Placing of DMA Orders

- 6.1 You warrant that only persons authorized by you can access and place DMA Orders with us and that each such authorised person is authorised under applicable law and Market Requirements to conduct proprietary or brokerage trading.
- 6.2 We shall be entitled to treat any instruction and/or communication transmitted via the User Network and received by the CLSA System as genuine and we shall be under no duty to verify the authenticity of such instruction or communication.
- 6.3 You shall be responsible for any accidental, fraudulent or unauthorized instruction or communication transmitted to the CLSA System via the User Network. Upon notice or suspicion of any accidental, fraudulent or unauthorized transmission of instruction or communication, you shall immediately notify us.
- 6.4 You shall be liable for and accept the consequences of all transactions transmitted by accessing the CLSA 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 CLSA System. You shall not assert the absence of additional controls as a reason for rejecting commitments arising from DMA Orders transmitted via the CLSA System.

7. Acceptance of Order

- 7.1 A DMA Order will only be accepted by us and/or the CLSA System for transmission to the Connected Exchange if the User has provided all the following information:

If the DMA Order relates to Securities:

- (a) stock code;
- (b) Connected Exchange;
- (c) buy/sell;
- (d) order quantity;
- (e) order type (i.e. limit, market etc.);
- (f) (if applicable) limit price;
- (g) (if applicable) QFII number;
- (h) (if applicable) Investment ID number;

- (i) (if applicable) sub account; and
- (j) such other information as may be requested by us and/or the CLSA System; or

If the DMA Order relates to a Futures/Options Contract:

- (a) contract code;
- (b) contract month;
- (c) Connected Exchange;
- (d) buy/sell;
- (e) open/close;
- (f) order quantity;
- (g) order type (i.e. limit, market etc.);
- (h) (if applicable) limit price;
- (i) (if applicable) QFII number;
- (j) (if applicable) Investment ID number;
- (k) (if applicable) sub-account;
- (l) (if applicable) give-up broker ID; and
- (m) such other information as may be requested by us and/or the CLSA System.

7.2 You agree to check the details of a DMA Order before transmission as it may not be possible to cancel the DMA Order once transmitted. You acknowledge that a request to cancel or amend a DMA Order is only possible before such DMA Order is executed and you agree to accept full responsibility for any full or partial execution of a DMA Order whether or not you purport to, or otherwise have attempted to, cancel or amend such DMA Order.

7.3 A DMA Order may be rejected automatically by the CLSA System, and we shall be entitled in our absolute discretion (without any liability to you) to reject, stop, intercede or cancel a DMA Order, if the condition described in Clause 7.1 is not fulfilled or if in our sole opinion, the execution of such DMA 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 CLSA.

7.4 Once a DMA Order has been accepted and executed by the relevant Connected Exchange, an execution report will be sent to you confirming execution. Confirmation of the execution of a DMA Order will be sent to you at the close of the trading day on which such DMA Order is placed. However, any delay, error, interruption or failure in the delivery of a confirmation due to the breakdown, interruption, error or failure of the CLSA System shall not affect the validity of an executed DMA Order.

8. Undertakings

8.1 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 DMA Service have been and will be complied with;
- (b) you shall not use the DMA Service or the CLSA System except to place DMA Orders to trade listed Investments on the relevant Connected Exchange;
- (c) you have the power to enter into and perform your obligations under this Annex; and
- (d) your entry into this 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 (iii) any other document, instrument or undertaking binding on you.

9. Emergency Measure

In case of emergency, we may halt, suspend, or terminate the DMA Service and the transmission of DMA Orders via the CLSA System at our absolute discretion, and we will notify you of any such actions as soon as practicable thereafter.

10. No Warranties

You acknowledge and agree to each of the following.

- 10.1 We do not expressly or impliedly warrant the result of the use of the DMA Service or with respect to any data or information that we may provide in connection with the DMA Service or that any or all failures, defects, or errors will be corrected, or that the DMA Service will meet your requirements.
- 10.2 No condition, warranty or representation of any kind is or has been given by or on behalf of us in respect of the merchantability or fitness for a particular purpose for the use of the DMA Service, the CLSA System or any part thereof, and accordingly you confirm that you have not, in determining whether to use the DMA 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 DMA Service, the CLSA System or any part thereof.
- 10.3 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 DMA Service for transmitting orders (including but not limited to Connected Exchange error, failure of transmissions, delays, failures caused by any third party or unauthorized modifications by break-ins, failed connection through or between the CLSA 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.
- 10.4 We shall not be liable for the non-performance of any of our obligations under this 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.
- 10.5 We shall not be liable or have any responsibility whatsoever for any delays, errors, interruptions or failure in transmission of DMA Orders caused by or arising from the User Network.
- 10.6 You expressly acknowledge and agree that we have made no recommendation with respect to the DMA Service or any transactions in connection with the DMA Service and that we and any third party service providers selected by us provide the DMA Service on an "as is" basis at your sole risk.
- 10.7 We and such third party service providers are not responsible for maintaining the DMA Service, the CLSA System or for supplying any corrections, updates or releases concerning the DMA Service or the CLSA System.

11. 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 DMA Service; (ii) any breach by you of your duties or obligations under the Terms of Business, including this Annex; (iii) failed settlement of transactions through the CLSA System as a result of your negligence or wilful misconduct or that of your clearing broker or custodian; or (iv) failure by you to pay Margin (as defined in the Futures/Option Trading Services Annex) as and when required by us (if applicable).

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