

## **CLSA ASIA-PACIFIC CUSTODY SERVICES ANNEX**

### **1. Definitions and Interpretation**

1.1 In this Custody 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:

"**Custody Account**" means the securities custodial account to be opened with the Custodian by you pursuant to this Annex.

"**Custodian**" means an Affiliate of CLSA which will provide the Custody Services to you under this Annex and as notified to you in writing, whether in the Confirmation or otherwise.

1.2 This Custody Services Annex is referred to herein as "this Annex".

### **2. Effect of Terms of Business; Amendment**

2.1 This Annex shall apply to you if (a) you requested in your Application Form the provision of Custody Services in respect of Securities in any Market; or (b) we currently provide you with Custody Services in respect of Securities in any Market.

2.2 The terms and conditions set out in this Annex shall apply to all Custody Services provided by the Custodian 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 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 using the Custody Services following your receipt of our Terms of Business, the Securities Dealing Services Annex and the relevant Market Annex(es).

### **3. Account Opening**

A Custody Account may be opened with the Custodian by you in sole or joint names. All Securities accepted by the Custodian will be deposited in the Custody Account for your account.

### **4. Custodian's Powers**

You hereby authorise the Custodian to do, and irrevocably consent to, any of the following:

4.1 To collect all income becoming due and payable on any Securities in the Custody Account.

4.2 To surrender for payment maturing Securities and those called for redemption.

4.3 To exchange Securities in temporary form for like Securities in definitive form; to exchange stock certificates if the par value of any shares is

changed; to exchange, deliver, transfer or register other Securities of the same type, class and denomination in lieu of the Securities deposited in the Custody Account by you; and to exchange Securities of companies to conform with changes in their corporate names. Without prejudice to the above, the Custodian shall have the right to return to you stocks, shares or other Securities bearing serial numbers or other identification marks that differ from the stocks, shares or other Securities deposited by you with, or otherwise held by, the Custodian under this Annex, provided that the stocks, shares or other Securities so returned are otherwise identical in value or nature.

- 4.4 To exercise any discretion without any liability to you as regards any action that may in the Custodian's opinion seem advisable or expedient in your interest if it is not possible to obtain your instructions or if in the Custodian's opinion it would involve undue delay or expense to obtain such instructions.
- 4.5 To do all things with regard to the registration, sale, purchase and disposal of proceeds of, and the dealing with any rights or bonus accruing in respect of, any stocks, shares or other Securities as you may from time to time instruct.
- 4.6 To sign for you, and in your name, place and stead, any declarations, affidavits and certificates of ownership which are now or may hereafter be required with respect to all dividends or other income on the Securities held or received by the Custodian in the Custody Account from time to time.
- 4.7 To disclose the identity or any other particulars of the Custody Account to companies of which you may be stockholder(s) or shareholder(s) from time to time or to their agents, upon request, or to any other lawful authorities as required under any Market Requirements without your further consent.
- 4.8 To withhold and/or make payment on your behalf of any taxes or duties payable on or in respect of the Securities held by the Custodian in the Custody Account from time to time.

## **5. Acquisitions and Disposals of Securities**

The Custodian is not under any duty to supervise the investment of, or to advise or make any recommendations to you with respect to the sale or other disposition of, any stocks, shares or other Securities at any time held by the Custodian in the Custody Account, or to advise or recommend the purchase of any stocks, shares or other Securities at any time.

## **6. Registration of Securities**

If you at any time request that Securities held in the Custody Account be registered in the name of the Custodian or where the Custodian, in its sole discretion, deems it advisable or prudent for the said Securities to be so registered, the Custodian shall so register the relevant Securities upon the customary terms and conditions, or upon such terms and conditions as are otherwise approved by the Custodian and such terms and conditions shall be binding on you. The Custodian may execute or cause to be executed, or require you to execute or cause to be executed, the transfer of any stock,

share or other Security held in the Custody Account for this purpose before surrendering possession thereof.

## **7. Holding of Securities**

- 7.1 To facilitate negotiations, the sale and collection of dividends, interest or any other moneys or for any other cause whatsoever, any Securities, documents or personal property may be lodged by the Custodian with any other financial institution(s) or any other Securities clearing and/or settlement institutions (including without limitation the central depository in any Market) in any part of the world ("**sub-custodians**") as the Custodian may select at its sole discretion upon such sub-custodian's customary terms and conditions or otherwise approved by the Custodian and that such terms and conditions shall be binding on you.
- 7.2 Any and all Securities deposited in the Custody Account, whether held by the Custodian or lodged with any of its sub-custodians are at your sole risk in every aspect and, in particular, as regards any laws, acts, decrees, regulations, edicts, executive orders or other mandates, acts or acts of warfare, hostilities or warlike operations (whether war be declared or not), seizure, confiscation destruction or impairment of property, promulgated or done by any government, whether de jure or de facto, or by any military, naval, municipal, civil or local authority or any other causes beyond the Custodian's control.
- 7.3 Subject to applicable laws and regulations, the Custodian may commingle your Securities with those of other customers and maintain such Securities with sub-custodians.
- 7.4 In the event that the Custodian commingles your Securities with those of other customers and maintains them with sub-custodians, you acknowledge that your interest in the Securities may not be identifiable by separate certificates, or other physical documents or equivalent electronic records. Records of your respective interest in the commingled Securities will, however, be maintained by the Custodian.

## **8. Taxes**

The Custodian shall be under no responsibility or liability for any deductions from any funds received by the Custodian as dividends, interests or proceeds of sale of securities deposited in the Custody Account in respect of taxes, levies or otherwise or for any confiscation or other consequences to the said Securities, dividends, interests, proceeds or any portion thereof, at any time arising from such laws, regulations, decrees, edicts, executive orders or other mandates as may be issued by any government, whether de jure or de facto or by any military, naval, municipal, civil or local authority and which in the Custodian's opinion might or could affect the same. With respect to any items held by any of its sub-custodians, the Custodian may at any time discharge its liability thereon by instructing such sub-custodians to hold at your direct disposal any such Securities, documents, personal property, proceeds, unremitted dividends, interest or other moneys.

## **9. Instructions**

- 9.1 Subject to Clauses 4.4 and 4.8 above, disposition of Securities and cash shall be made by the Custodian only upon instructions given by you in accordance with the Terms of Business.
- 9.2 The Custodian shall not be obliged to exercise any rights to attend, speak or vote at any meeting of the shareholders of the companies of which you may be a stockholder(s) or shareholder(s) by virtue of the holding of Securities which are deposited in the Securities Account unless it has received written instructions from you at least 14 calendar days prior to the date of the relevant meeting.

## **10. Payments**

You acknowledge that the Custodian's sole responsibility with regard to the proceeds of any disposition of Securities pursuant to your instructions is to receive payment by way of cheque, bank draft or any other appropriate form of such proceeds from the purchaser of the relevant Securities (or its agent) PROVIDED THAT the Custodian will not be liable to pay to you any such proceeds of disposition or be liable to you in any other way if any such payment is not honoured by the banker upon whom that payment is drawn or is otherwise not good and valid payment by that purchaser (or its agent). You further acknowledge that the Custodian may make delivery of the relevant Securities contemporaneously with the receipt of such payment or purported payment in any case.

## **11. Authorisation to Open Mail**

As the Custodian may receive dividends cheques, bonus issues, rights issues or notices or any other communication directed to you in the Custodian's care, the Custodian is authorised to accept and open all mail so addressed.

## **12. Fees**

You will pay the Custodian for its services a fee computed at the rates agreed upon or to be agreed upon from time to time, and, in the event the Custodian is not otherwise paid its fee, the Custodian is authorised and empowered to charge the Custody Account with the amount due to it. In addition, all reasonable expenses (including legal and out of pocket expenses) incurred by the Custodian, its agents or its sub-custodian in connection with the opening and, operation of, and the preservation and enforcement of its rights under, the Custody Account may be charged to the Custody Account.

## **13. Liability and Indemnity**

- 13.1 Neither the Custodian nor any member of the CLSA Group nor the Custodian's directors, officers, employees or agents will be liable for any direct or indirect losses, damages, costs or expenses incurred or suffered by you in respect of the Custody Account whatsoever unless arising directly from our or their respective gross negligence or fraud. In no circumstances will we have any liability for consequential or special damage.**

**13.2 You unconditionally and irrevocably undertake (jointly and severally where the Custody Account is in joint names), as a continuing obligation, to keep the Custodian, its agents, employees and sub-custodians fully indemnified from and against all expenses, loss, damage, costs, claims, demands, actions, proceedings or other liabilities whatsoever which the Custodian, its agents, employees or sub-custodians may incur or suffer in connection with the Custody Account except to the extent that the same arises from the fraud or gross negligence of the Custodian, its agents, employees and sub-custodians, as the case may be.**

**14. Undertakings and Warranties**

14.1 You undertake and warrant to the Custodian that you have good title to all stocks, shares and other Securities which are or will be deposited in the Custody Account and that the stocks, shares and other Securities are free from all charges, liens, encumbrances, equities and claims whatsoever.

14.2 Without prejudice to Clause 13.2 above, you undertake to indemnify the Custodian against any and all expenses, loss, damage and costs arising from any claims, demands, actions or proceedings brought by any third party in respect of any or all of the stocks, shares and other Securities in the Custody Account.

14.3 You acknowledge and agree that the Custodian is not required to enquire or investigate your title to the stocks, shares and other Securities in the Custody Account.

14.4 You warrant that you have and at all times will have full capacity and authority to make apply for, and use, the Custody Services and to effect the transactions contemplated by this Annex and the Custody Services. On request, you undertake to provide the Custodian with such documentary evidence of the same as the Custodian may require and acknowledge that pending receipt and satisfactory legal advice thereon, the Custodian may refrain taking any action hereunder.

14.5 Without prejudice to the terms of the Terms of Business, the Securities Dealing Services Annex and any applicable Market Annex(es), on request, you undertake to provide the Custodian with such information as to the ultimate beneficial owner of the Securities held in the Custody Account as the Custodian may require in its sole discretion.

## **15. Termination**

**The Custody Account may be closed at any time at your option or at the option of the Custodian by the giving of 7 calendar days' written notice by the party exercising the option to the other party. Upon closing of the Custody Account, all stocks, shares and other Securities held by the Custodian in the Custody Account shall be returned to you provided that you have discharged all your outstanding liabilities and obligations in respect of the Custody Services. In the event that you shall fail to pay on demand any sum due to the Custodian in respect of the Custody Services or otherwise, the Custodian may, without prejudice to any other rights that it may have under this Annex or otherwise, sell or otherwise dispose of all or part of the Securities in the Custody Account upon such terms and generally in such manner as the Custodian may in its sole and absolute discretion think fit without any further notice to you.**

## **16. Governing Law**

All rights, obligations and liabilities between you and the Custodian shall be governed by the laws of the jurisdiction specified in the Confirmation or by the laws of the country of incorporation of the CLSA entity (or branch, where applicable) that you contracted with, as the case may be (the "**Governing Jurisdiction**") and you hereby submit to the non-exclusive jurisdiction of the courts of the Governing Jurisdiction.

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