



## **CLSA ASIA-PACIFIC CROSS-BORDER SERVICES ANNEX (SINGAPORE)**

### **1. Application**

This Cross-Border Services Annex applies if you have opened an account with CLSA Global Markets Pte. Ltd. (UEN 200912282N) ("**CGM**") or CLSA Singapore Pte. Ltd. (UEN 198703750W) ("**CLSS**") and are serviced by any CLSA entity other than CGM or CLSS, being a Service Centre (defined below).

The terms and conditions set out in this Annex are supplemental to, the terms and conditions set out in the Terms of Business and in any applicable Annex(es). Accordingly, the terms and conditions in this Annex are legally binding and take effect when you signify your acceptance by placing an order for Securities with us following your receipt of our Terms of Business, this Annex and any relevant Market Annex(es).

### **2. Definitions and Interpretation**

- 2.1 In this Cross-Border Services Annex, capitalized terms have the meaning given to them in the "CLSA Asia-Pacific Terms of Business", as the same may be amended, modified or replaced from time to time (the "**Terms of Business**").
- 2.2 This Cross-Border Services Annex is referred to herein as "this Annex" and should be read together with and in conjunction with the Terms of Business.
- 2.3 References in this Annex to "we", "us" and "our" mean, unless the context otherwise requires, CLSS or CGM (each as defined below) and where the context requires will also include any company in the CLSA Group, which are licensed brokers.

### **3. Notification**

- 3.1 If you have opened an account with CGM or CLSS you may, among others, be in contact with, receive information on Investments, and/or place orders with a CLSA entity other than CGM or CLSS which has been designated by CGM or CLSS as a service centre from time to time (each, a "**Service Centre**"). In these circumstances, each Service Centre acts as independent agent of CGM or CLSS.
- 3.2 The Service Centres as at the date of this Annex for CGM are CLSA Limited, CLSA Securities Korea Limited, CLSA India Private Limited, CLSA Securities Japan Co., Ltd., CLSA Americas, LLC, CLSA Europe BV, CLSA (UK), and for CLSS are CLSA Limited, CLSA Securities Korea Limited, CLSA India Private Limited, CLSA Securities (Thailand) Limited, CLSA Securities Malaysia Sdn Bhd, CLSA Philippines, Inc, PT CLSA Sekuritas Indonesia, CLSA Australia Pty Ltd, CLSA Securities Japan Co., Ltd., CLSA Americas, LLC, CLSA Europe BV, CLSA (UK).

- 3.3 The representatives of a Service Centre (a) act on behalf of that Service Centre in that Service Centre's provision of services as independent agent of CLSS or CGM, and (b) are not representatives of CLSS or CGM. The representatives of each Service Centre are not subject to regulation of the Monetary Authority of Singapore. CLSS and CGM do not oversee and are not responsible for the conduct of such representatives. Each Service Centre is responsible for the conduct of activities of their representatives in their dealings with you. Accordingly, while the Terms are entered into with CLSS or CGM, you will not have any recourse against either of CLSS or CGM for acts or omissions of the representatives of any Service Centre, and any recourse would be against the relevant Service Centre. Each of the Service Centres and their respective representatives are regulated in their respective jurisdictions.
- 3.4 For any queries on your Account and/or any Services, please contact your trading account manager.

#### **4. Liability and Indemnity**

- 4.1 Notwithstanding any provision in, and without prejudice to any other provision of, the Terms of Business, none of CLSS, CGM, the Service Centres, nor their respective directors, officers or employees will be liable for any direct or indirect losses, damages, costs or expenses incurred or suffered by you under or in connection with the Terms of Business whatsoever (including any transaction or where we have declined to enter into a proposed transaction or by reason of any delay or change in market conditions before a transaction is effected) 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.

#### **5. Rights of Third Parties**

- 5.1 For the avoidance of doubt, any Service Centre (as an agent of CLSS and CGM and also a member of the CLSA Group) which is not a party to the Terms of Business may, in its own right, enforce a term of the Terms of Business if the term purports to confer a benefit on an agent or a member of the CLSA Group. Consent of the Service Centre is not required for the termination or amendment to the Terms.