

## Representations, Warranties and Declarations By the Applicant

1. We, the Applicant in this Account Application (the "**Application Form**"), hereby request that UOB Kay Hian Private Limited ("**UOBKH**") open trading account(s) and/or provide the services specified by us in the Application Form to us. By signing this Application Form, we hereby represent, warrant and agree that:
  - 1.1 All information furnished by us in this Application Form and any information separately provided by us or on our behalf in connection herewith is true, accurate, complete, correct and not misleading in any respect. We agree to promptly notify UOBKH in writing in the event that the information contained in this Application Form or separately provided in connection with this application changes and we hereby consent to UOBKH collecting, using and/or disclosing any and all such information on us to such persons as UOBKH in its sole and absolute discretion deems it to be necessary or required by applicable laws and regulations.
  - 1.2 We shall execute and provide all documents and instruments (including any security documents) and do all such acts and things as may be required by UOBKH in connection with the processing of this application and the opening, operation and/or maintenance of any trading account(s) or facility established by us with UOBKH.
  - 1.3 We have read, understood, accepted and agreed to the terms and conditions set out in this Application Form, as well as the terms and conditions set out in the latest versions of the UOBKH Master Trading Agreement (printed copy can be made available on request) and the Risk Disclosure Statements for respective financial product(s), all of which may be varied or supplemented from time to time, (copies of which are available on <https://www.utrade.com.sg>) and which shall be fully binding upon and enforceable against us. We confirm and represent that we have taken independent advice from such advisers as we have deemed necessary or desirable in relation to this Application Form, and the related documents.
  - 1.4 The submission and acceptance of this Application Form in no way implies approval for the opening of the trading account(s) and that UOBKH reserves the sole and absolute discretion to approve or reject this application without giving any reasons whatsoever.
  - 1.5 We agree that by accessing the Internet Trading facility provided by UOBKH, we are to be bound by and accept the terms and conditions (which may be varied from time to time) as stated in the Terms and Conditions Governing Internet Trading. A copy is available on <http://www.utrade.com.sg>.
2. We confirm that we are not currently insolvent or unable to pay our debts as they fall due or the subject of a bankruptcy, receivership, liquidation, winding up, judicial management, administration or other similar proceeding nor has a resolution been passed to effect the same and further confirm that we have not entered into, or proposed to enter into, any scheme, arrangement or composition with our creditors generally nor have had a receiver, liquidator, administrator, judicial manager, custodian, trustee or other analogous officer appointed over all or a material part of our assets.
3. We also enclose with our duly completed Application Form, a certified true extract of the resolutions of our board of directors in respect of our application herein.
4. We agree at all times to abide by the Rules and Regulations of the Singapore Exchange Securities Trading Limited and the stock exchanges of any other markets that we shall be trading in.
5. We hereby authorise and consent to update the information provided in this application to all our trading account(s) maintained with UOBKH.

### Share Margin Financing Facility, where applicable

1. We agree to abide by the Margin Trading Facility Terms, Terms and Conditions Applicable To Margin Trading and Memorandum of Charge as may be amended from time to time.
2. We understand that you reserve the right at your absolute discretion to determine the quantum of Share Margin Trading Facility and the collateral required.

### Depository Agent Sub-Account, where applicable

1. We agree that the operations of the depository agent sub-account shall be subject to the rules and regulations of The Central Depository (Pte) Ltd (CDP) and rules and by-laws of Singapore Exchange Securities Trading Limited.
2. We accept the charges levied by the CDP/UOBKH, which may be revised from time to time without prior notice.

### UTRADE Options, where applicable

1. We declare, represent, warrant and confirm to UOBKH that:
  - 1.1 our jurisdiction of incorporation appears on the list of eligible countries and territories published on <http://www.utrade.com.sg> (as may be amended from time to time, the "Eligibility List"); and
  - 1.2 save as otherwise disclosed to UOBKH in writing, the place of citizenship, domicile and/or residence of each individual or entity associated with us, including without limitation, our directors, shareholders, authorised signatories, authorised traders, any other persons authorised to act on our behalf in relation to our account, beneficial owners, controlling persons and connected parties (collectively, the "Associated Persons"), appears on the Eligibility List.
2. We acknowledge and agree that any acceptance by UOBKH of this Application Form is made in full reliance upon our declaration, representation, warranty and confirmation above, and that we may not open or maintain an account with UOBKH if our jurisdiction of incorporation does not or ceases to appear on the Eligibility List. If the place of citizenship, domicile and/or residence of any Associated Person does not or ceases to appear on the Eligibility List, UOBKH may, in its sole and absolute discretion and without giving reasons, decline to open an account for us or to maintain our account (as the case may be) and we shall promptly provide UOBKH with such documents and information relating to such Associated Person as UOBKH may require to make its assessment regarding our account.
3. We undertake that we will, promptly upon request by UOBKH at any time, confirm to UOBKH that the declaration, representation, warranty and confirmation above remains true, correct and complete, and we will promptly notify UOBKH in writing of any update or change in our information or circumstances (or that of our Associated Persons) that would result in the declaration, representation, warranty and confirmation above becoming untrue, incorrect or incomplete in any respect.
4. We understand, acknowledge and agree that if for any reason, our jurisdiction of incorporation or the place of citizenship, domicile and/or residence of any Associated Person ceases to appear on the Eligibility List at any time after this Application Form is accepted, UOBKH shall be entitled to review, suspend and/or terminate our account and take such other actions in relation to our account as it believes to be necessary, desirable or expedient, including without limitation, imposing such conditions and restrictions on the account as UOBKH deems fit.

### To Use P O Box Address/ My Mail Box Address, where applicable

1. We hereby request to use the P O Box address/My Mail Box address as the mailing address for receiving contract notes, statements, letter of demand and any other correspondence (collectively known as 'correspondence') relating to our trading account with UOBKH.
2. We are fully aware of the risks involved in using the P O Box address/My Mail Box address as our mailing address. Such risks include not receiving my correspondence promptly from UOBKH, not being able to detect any discrepancies, trading errors or unauthorized transactions in our account(s) if there is any delay or failure in receiving the correspondence by us.
3. We agree and acknowledge that any correspondence addressed to us, sent to the P O Box address/My Mail Box address is deemed to have been duly sent to and received by us. We shall not hold UOBKH responsible for any losses which we may suffer from the non-receipt or delay in receiving the correspondence by us.

## Tax Compliance Representation and Warranty

We hereby represent and warrant in favour of UOB Kay Hian Private Limited ("UOBKH"):

- (a) We will ensure that we will remain in compliance with all laws to which we are subject to including, without limitation, all tax laws and regulations and exchange control requirements ("Tax Laws") at all times.
- (b) Any and all funds and assets that we have placed and will place with UOBKH have been and will be dealt with in full compliance with the Tax Laws of the countries where we are domiciled in or tax resident or deemed tax resident of and which we are legally subject to.
- (c) Any profits which accrue from our transactions will also be dealt with in full compliance with the Tax Laws of the countries where we are domiciled in or resident or deemed tax resident of and which we are legally subject to.

## Certificate of Fund Manager Concerning Verification of Customer Identity (This section is only applicable if you are fund manager)

We confirm that we are acting as fund manager for our customer(s) in our dealings with UOB Kay Hian Private Limited ("UOBKH"):

We hereby represent and warrant the following in respect of our customer(s):

1. That in accordance with the anti-money laundering laws of the jurisdiction of the supervisory authority by whom we are regulated, we have ascertained the identity of all customers for whom we act as fund manager.
2. We have conducted client verification procedures which are sufficient to establish the identity and source of funds of each of such customers.
3. We have recorded the evidence establishing the identities and sources of funds of such customers and we will retain or procure the retention of such evidence for a period of not less than 5 years, and
4. We will promptly provide copies of such evidence to UOBKH in response to a request from UOBKH's regulator whether directly to us or UOBKH. In addition, we also specifically represent and warrant:
  - A. None of the proposed customers, nor any person controlling, controlled by, or under common control with, any customer, nor any person having a significant beneficial interest in the customer (being a beneficial interest of no less than 5%), or for whom the customer is (a) a person or entity resident in, or organized or chartered under the laws of a jurisdiction identified as non-cooperative by the Financial Action Task Force ("FATF"); or (b) a person whose subscription funds originate from or will be routed through, an account maintained at a foreign shell bank or "offshore bank" not subject to compliance with the anti-money laundering and anti-terrorism financing prescriptions of FATF;
  - B. We will immediately notify UOBKH if we become aware of (i) any update in information on any customer; and/or (ii) any suspicious activity or pattern of activity that may require further review to determine whether the information gives rise to suspicion of the customer; and/or the activity or pattern of activity is suspicious;
  - C. None of the customers and proposed customers is or will be a politically exposed person within the meaning of the expression under the FATF prescriptions or the notices of the Monetary Authority of Singapore unless they have successfully passed the enhanced customer due diligence required to be performed against such persons.

We will retain, until further notice, all documentation required to identify our customers and the basis for reasonable belief on their respective funds and funds use not being illicit accurately.