

APAC ANNEX

JURISDICTIONS COMPRISED IN APAC FOR THE PURPOSES OF THIS ANNEX: AUSTRALIA, HONG KONG, INDONESIA, JAPAN, MALAYSIA, REPUBLIC OF KOREA, SINGAPORE, TAIWAN AND THAILAND (which, collectively, are referred to as the “**APAC Region**”).

This is an Annex of the Electronic Services Agreement entered into by the Client (the “**ESA**”).

Terms used in this Annex or any jurisdiction-specific annex of the APAC Region but not otherwise defined herein or therein will have the same meanings as in the ESA. Terms used in any jurisdiction-specific annex of the APAC Region but not otherwise defined therein or in the ESA will have the same meanings as in this Annex.

Client acknowledges and agrees that this APAC Annex and the applicable jurisdiction specific annexes set out supplemental terms that apply only to the extent it transacts in listed derivatives and cash equities in the APAC Region. In any event, the Client will be deemed to have accepted the APAC Annex and a jurisdiction specific annex if it accesses, uses and/or receives Electronic Services in the corresponding jurisdiction within the APAC Region.

1. The Client transacts in listed derivatives in the APAC Region with BNPP or BNP Paribas Securities Corp. BNP Paribas Securities (Asia) Limited (“**BNP Asia**”) is in each case the relevant Subsidiary providing these Electronic Services; and/or
2. The Client transacts in cash equities in the APAC Region with (a) BNP Asia; or (b) BNP Paribas Securities Corp. where BNP Asia is the relevant Subsidiary providing Electronic Services.

In this Annex the following terms have the following meanings:

“**Brokers**” means brokers appointed or to be appointed by the Bank from time to time for the purpose of arranging for the execution of the orders in the Market(s) in which the Bank is not a member;

“**Market(s)**” means the market(s) for which the Electronic Services will be provided, as separately agreed by the Bank and the Client;

“**Order**” means the electronic transmission of an order to purchase or sell Securities by the Client; and

“**Securities**” means equities, equity-linked securities, other derivatives and fixed income products listed or quoted and traded on a relevant Market.

Trade documents

1. By providing the Bank with its electronic address(es) (“**designated email address**”), the Client agrees that the Bank may dispatch electronic versions of all documents in respect of any Transaction contemplated by the ESA, including any confirmations, contract notes, statements of account or receipts required under Applicable Law (“**Trade Documents**”) to the designated email address. The Client agrees that it may incur additional costs as a result of such documents being dispatched to its designated email address. The Client must notify the Bank of any changes to its designated email address as soon as practicable after the change is made and agrees that the Bank may, in its sole discretion, provide it with access to a standing facility through which it can obtain or view electronic versions of the Trade Documents and/or issue hard copies (paper-based) versions of the Trade Documents by post instead of or in addition to the electronic versions. The Client agrees to notify the Bank immediately in writing or through a facility provided by the Bank if it does not wish to receive electronic Trade Documents at its designated email address or use the standing facility. The Bank may issue a further Trade Document if any previous one contained any errors or omissions, in which case, that further Trade Document will supersede any previous one in all respects (unless it states otherwise).
2. The Client acknowledges that its Instructions may be effected by multiple market transactions and that those transactions may be accumulated on a single Trade Document, with only the volume weighted average price for those market transactions specified.
3. All records shown on or provided through the Electronic Services are for the Client’s information only. These records are not binding on the Bank.

Client representations and warranties

4. By using the Electronic Services, the Client acknowledges and agrees that:
 - a. The Bank is acting as its agent in relation to any Transaction contemplated by the ESA and that any Instructions accepted by the Bank will be effected on its behalf through a Broker selected by the Bank in its absolute discretion;
 - b. it will maintain sufficient funds for the purposes of effecting its Instructions and for paying any fees, costs or other expenses for which it may be liable and agrees that if at any time there are insufficient funds for the Bank to effect its Instructions that the Bank may take any action in its absolute discretion including refusing to execute the Instructions in question, force-sell any Securities held by the Bank on the Client’s behalf, transfer funds as necessary from any other accounts maintained by

the Client with the Bank and/or advance any necessary funds to the Client for the purpose of fulfilling its payment obligations; and

- c. the Client shall comply with all Applicable Laws and the Rules of the relevant local market on (i) market conduct, including but not limited to restriction on false trading, market manipulation, fraudulent inducement of persons to deal in financial products, misleading or deceptive conduct, employment of manipulative or deceptive devices, bucketing, dissemination of information of illegal transactions, insider dealing and any other market misconduct behaviour, (ii) short selling requirements and restrictions and (iii) disclosure of interest.
5. Without limiting the generality of any other provision of the ESA, the Client undertakes:
 - a. if applicable, not to enter any Order to sell Securities long unless those Securities are freely transferable without restriction and not to enter an Order which, if executed, would constitute an unlawful short sale under any Applicable Law, or, where such short sale is lawful, without entering the designated indicator that such sale would be a short sale; and
 - b. to provide such information and documents as the Bank requests in connection with the representations and warranties set out in the ESA and otherwise in connection with the Electronic Services, in each case in accordance with the relevant request.

General

6. Without limiting the generality of Clause 20 of the ESA, the Client acknowledges that the terms and conditions of the ESA are closely linked to the rules and trading procedures of the Market(s). Accordingly, where a change in such rules and trading procedures affects the continuance of the ESA, the parties agree that the terms of the ESA shall be suspended to the extent necessary, once the new rules and procedures take effect. Where this Clause applies, the parties agree to make every effort to amend the terms of the ESA with a view to its continuance. Should these efforts fail, the ESA will be deemed to have been terminated automatically on the date it was initially suspended. Neither of the parties may claim compensation for such termination.
7. The definition of Applicable Law and Competent Authority in the ESA shall be deleted in its entirety and replaced with the following:

Applicable Law: all applicable laws, rules, regulations, practice notes, notices, directives guidelines, codes, circular and any other publication of similar effect from any local regulator, governmental authority, exchange, trading facility, clearing facility or settlement facility as well as any customs or usages of the relevant local market, including, without limitation, any rules regarding short sales under applicable securities laws, rules of any Execution Venue or clearing system and Sanctions Laws. This ESA is subject to applicable anti-blocking statutes targeting foreign extraterritorial measures (including those which seek to restrain trade or commerce with specified jurisdictions).

Competent Authority: any court, tribunal, regulator, government or governmental body, supranational entity or body, self-regulatory organisation, stock exchange or any other exchange, market, clearing house, depository or trade repository or other authority (including tax authorities) having jurisdiction over the Client or any member of BNPP Group.

Notices

8. Unless otherwise provided, any notices to be sent to BNP Asia must be served to the address set out below:

60th and 63rd floor, Two International Finance Centre, 8 Finance Street, Central, Hong Kong
9. Any notice or communication to be to BNP Asia is deemed to have been served or delivered if sent:
 - a. by facsimile, at the time of despatch;
 - b. by hand, at the time left at the relevant address;
 - c. by post, 48 hours after being put in the post with pre-paid postage and being properly addressed; or
 - d. by e-mail, at the time of transmission if the e-mail is sent by BNP Asia and, at the time the e-mail is actually received by BNP Asia if the e-mail is sent by the Client.