

APPENDIX 4 DISCLOSURES, TERMS AND OTHER MATTERS RELATING TO TRADING ON SINGAPORE EXCHANGE DERIVATIVES TRADING LIMITED

This Appendix shall additionally apply to the execution of trades in on or through Singapore Exchange Derivatives Trading Limited (**SGX-DT**) and all other services and arrangements in relation thereto, provided or granted by Orient Futures (or instructed or requested by the Client to be provided or granted by Orient Futures) to the Client.

1. Orient Futures is required by the Futures Trading Rules of the SGX-DT ("**Futures Trading Rules**") to notify the Client of Rule 1.6 of the Futures Trading Rules, reproduced below.

The Client acknowledges that it has been made aware of Rule 1.6 and that Rule 1.6 is acceptable to the Client.

"1.6 Exclusion of Liability, Disclaimer of Warranties & Statutory Immunity"

1.6.1 No Liability for Loss

Unless otherwise expressly provided in this Rules or in any other agreements to which the Exchange is a party, none of the Exchange, its related corporations, SGX RegCo, any person or entity referred to under Rule 1.7.4, or their respective directors, officers, employees, representatives or agents shall be liable to any Person for any loss (consequential or otherwise, including, without limitation, loss of profit), damage, injury, or delay, whether direct or indirect, arising from or in connection with the following, or any thing done or not done as a direct or indirect consequence of the following:

- (a) any action taken in connection with the discharge of the Exchange's regulatory responsibilities including the suspension, interruption or closure of the Markets; or
- (b) any failure or malfunction of Exchange Systems.

"Exchange Systems" refers to any pre-trade, trade or post-trade systems, including the Trading System, operated by the Exchange in connection with the Markets.

1.6.1A Indemnity

- (1) Each Trading Member indemnifies each of the Exchange, its related corporations, SGX RegCo, any person or entity referred to under Rule 1.7.4, and their respective directors, officers, employees, representatives and agents ("Indemnified Persons") against any loss or liability reasonably incurred or suffered by an Indemnified Persons where such loss or liability arose out of or in connection with:—
 - (a) any breach by the Trading Member of its obligations under the Rules; or
 - (b) any wilful, unlawful, reckless or negligent act or omission by the Trading Member.
- (2) Without prejudice to the generality of Rule 1.6.1A(1), in the event that any legal, arbitration or other proceedings are brought to impose any liability on all or any of the Indemnified Persons for an alleged failure on the part of any Indemnified Person to prevent or to require action by a Trading Member or any of its

directors, officers, employees, representatives or agents, the Trading Member shall reimburse the relevant Indemnified Person for:—

- (a) all expenses and legal fees incurred by or on behalf of the Indemnified Person in connection with such proceedings;
- (b) any payment made by or on behalf of the Indemnified Person with the approval of the Trading Member in connection with any settlement of such proceedings; and
- (c) any payment made by or on behalf of the Indemnified Person as a result of any order, award or judgment made in such proceedings.

The Trading Member shall render such co-operation as the Indemnified Person reasonably requires in respect of such proceedings including without limitation the production of any document or records.

- (3) Without prejudice to Rule 1.6.1A(2), the Trading Member shall pay to an Indemnified Person, if the Indemnified Person so requires, the costs incurred by or on behalf of the Indemnified Person of producing or obtaining, pursuant to a court order or other legal process, records relating to the business or affairs of a Trading Member or any of its directors, officers, employees, representatives or

1.6.2 Statutory Immunity

As provided under the Act, the Exchange or any Person or entity acting on its behalf, including any person or entity referred to under Rule 1.7.4 and their respective directors, officers, employees, representatives, and agents, shall be immune from any criminal or civil liability for anything done (including any statement made) or omitted to be done with reasonable care and in good faith in the course of, or in connection with, the discharge or purported discharge of its obligations under the Act or this Rules.

1.6.3 Disclaimer of Warranties

All warranties and conditions, both express and implied as to condition, description, quality, performance, durability, or fitness for the purpose or otherwise of any of the Exchange Systems or any component thereof are excluded except as required by law. The Exchange does not warrant or forecast that the Exchange Systems, any component thereof or any services performed in respect thereof will meet the requirements of any user, or that operation of the Exchange Systems will be uninterrupted or error-free, or that any services performed in respect of the Exchange Systems will be uninterrupted or error-free.

1.6.4 Index Related Disclaimers

The Exchange, Index Provider and any other party involved in, or related to, making or compiling any index do not guarantee the originality, accuracy or completeness of such indices or any data included therein. Contracts on any index ("Index Contracts") are not sponsored, guaranteed or endorsed by the Index Provider or any other party involved in, or related to, making or compiling

such indices. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any representations regarding the advisability of investing in such Index Contracts. Neither the Index Provider nor any other party involved in, or related to, making or compiling any index makes any warranty, express or implied, as to the results to be obtained by any person or any entity from the use of such index or any data included therein. Neither the Index Provider nor any other party involved in, or related to, making or compiling any MSCI Index makes any express or implied warranty, and expressly disclaims all warranties of merchantability and fitness for a particular purpose or use with respect to such index or any data included therein. Without limiting any of the foregoing, in no event shall an Index Provider or any other party involved in, or related to, making or compiling any index have any liability for any direct, special punitive, indirect, or consequential damages (including lost profits), even if notified of the possibility of such damages. In addition, neither the Exchange, an Index Provider nor any other party involved in, or related to, making or compiling any index shall have any liability for damages, claims, losses or expenses relating to any futures or options contracts that may be caused by any errors or delays in calculating or disseminating such index. "Index Provider" as used herein refers to MSCI, FTSE, IISL, NKS or such other index provider and their respective affiliates with whom the Exchange has or shall enter into agreements with for the creation and exploitation of indices and index-linked products.

1.6.5 Notification to Customers

Members shall notify Customers of the above exclusion of liability and disclaimer of warranty by the Exchange either by way of inclusion in the contracts granting access to the Markets or such other manner as approved by the Exchange."

2. Orient Futures is required by Rule 3.5.2 of the Futures Trading Rules to procure the full cooperation of the Client during any inspection, audit or investigation that may be carried out by SGX-DT or any duly appointed person in connection with the discharge of SGX-DT's regulatory obligations.

The Client undertakes to cooperate with Orient Futures and SGX-DT or any duly appointed person in accordance with Rule 3.5 of the Futures Trading Rules and comply with such requirements as may be imposed by Orient Futures in connection with ensuring compliance with this rule.

3. The Client acknowledges that it is aware of the risks associated with trading in the instruments, contracts and transactions, and classes of instruments, contracts or transactions listed or traded on the markets operated by SGX-DT.
4. The Client acknowledges that it is aware of Rule 3.3.21 of the Futures Trading Rules, reproduced below, and undertakes to comply with such requirements as may be imposed by Orient Futures in connection with an omnibus account for the purpose of ensuring Orient Futures' compliance with Rule 3.3.21.

"3.3.21 Disclosures Relating to Omnibus Accounts

An Omnibus Account holder shall at all times disclose to the Member carrying that account the gross long and short positions held in that Omnibus Account in each contract. Such Member shall immediately notify the Exchange and shall promptly comply with all orders of the Exchange if the Omnibus Account holder fails to make such disclosure. A Member that carries Omnibus Accounts shall ensure that its Omnibus Account holders are aware of this Rule."

5. The Client acknowledges that it has been separately provided with information, guidance and training on the system functionalities and order management procedures of Orient Futures.