

**CONDITIONS GOVERNING BAIDURI CAPITAL SECURITIES TRADING ACCOUNT****CONTENTS**

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**PART A: General Conditions****1.1 Definitions** Unless the context otherwise requires:

**“Account”**: an account of the Customer opened and maintained with BAIDURI CAPITAL following acceptance of the Customer’s application for the trading of Securities upon terms set out in this Document.

**“Application Form”**: the application form by which the Customer applies to BAIDURI CAPITAL to open an Account.

**“Baiduri Capital”**: Baiduri Capital Sdn Bhd, a company incorporated in Brunei Darussalam and includes anybody which is its successor or transferee.

**“Baiduri Group”**: the group of corporations comprising BAIDURI CAPITAL and its Associates.

**“Book-Entry Securities”**: shall have the meaning ascribed to the phrase in Section 130A of the Singapore Companies Act (or any amendment or substitution thereof).

**“Collateral”**: as between BAIDURI CAPITAL and a Customer means (i) the cash held in the Account(s) or if cash is provided on a title transfer basis in favour of BAIDURI CAPITAL, all cash or cash equivalent of the cash which would otherwise have been held in the Accounts. For the purposes of the preceding it is agreed that, unless otherwise specifically agreed with BAIDURI CAPITAL, all cash or cash equivalent given over to BAIDURI CAPITAL for the account of the Customer are intended and shall be regarded as title transferred to BAIDURI CAPITAL; (ii) Securities deposited by the Customer with or held subject to the control of BAIDURI CAPITAL which are subject to a security interest (whether by way of lien, charge or otherwise) in favour of BAIDURI CAPITAL or if the same has been provided on a title transfer basis in favour of BAIDURI CAPITAL or title transferred in favour of BAIDURI CAPITAL or a third party; and in all cases (i) to (ii) inclusive, includes all interests, benefits, rights and entitlements arising from any and all of them or attaching to the same, and the proceeds of sale and redemption, any payment or receipt of, on or in respect of any of them.

**“Customer”**: in relation to BAIDURI CAPITAL with respect to the Primary Services means the person for whom BAIDURI CAPITAL is maintaining or continuing to maintain one or more Account(s) for the Primary Services; and includes the Customer’s assignees, successors-in-title and agents.

**“Customer’s address”**: the address notified by the Customer in the Customer’s account application form as the address at which the Customer resides.

**“Customer’s mailing address”**: the address notified by the Customer in the Customer’s account application form to BAIDURI CAPITAL as the address to which BAIDURI CAPITAL should send communications.

Both the foregoing expressions include such substitute address (es) as the Customer may from time to time notify in writing to BAIDURI CAPITAL as being the Customer’s address or mailing address (as the case may be). Such notice must be addressed to the attention of any member of the management and be actually acknowledged as received by him before it is effective.

**“Document”**: this document titled “Conditions Governing Baiduri Capital Securities Trading Account” and shall include all the terms herein.

**“Insolvent”** : includes an individual who is bankrupt or has entered into a composition with his creditors.

**“MAS or BDCB Directives”**: includes any notices, guidelines, interpretative statements and directives issued by the Monetary Authority of Singapore or by the Brunei Darussalam Central Bank from time to time.

**“Nominee”**: includes an agent, representative, delegate or correspondent whether in Singapore, Brunei Darussalam or elsewhere.

**“Outstanding Balance”**: the sum from time to time owing by the Customer under the Account(s).

**“Physical Securities”**: physical scrip or certificates being Securities of any kind or physical scrip or certificates evidencing or representing title to Securities of any kind, but excludes Scripless Securities and Book-Entry Securities.

**“Primary Services”**: the services specified in Part B of this Document; and “Primary Service” means any one of them.

**“Scripless Securities”**: securities of any kind whatsoever the trading or transactions of which are cleared or settled through any book-entry or scripless system whether in Singapore, Brunei Darussalam or elsewhere but excludes Book-Entry Securities.

**“Securities”**: includes rights and instruments defined as “securities” under the Brunei Securities Market Order, 2013.

**“SGX”**: the Singapore Exchange Limited.

**“SGX-ST”**: the Singapore Exchange Securities Trading Limited.

**“SGX-ST Rules”**: the rules, bye laws and regulations of the SGX-ST as they may be implemented or replaced from time to time (including any guidelines, notices, directives, advice or recommendations issued by SGX-ST).

**“this/these Clause(s)”**: the Clause relating to that particular Primary Service.

**“these terms and conditions”**: includes all the terms and conditions set out in this Document and in the Application Form.

- 1.2** Unless the context otherwise requires, references to the singular number shall include references to the plural number and vice versa, references to natural person shall include bodies corporate, and the use of any gender shall include all genders.

## **2. Scope and Application**

- (a)** The terms and conditions in the Application Form and in **Part A** of the Document apply to the provision by BAIDURI CAPITAL of any of the Primary Services. If any service is provided expressly subject to some other terms and conditions, the applicable terms of the Document and the Application Form add to those other terms. Where there are conflicts and/or contradictions, the relevant terms and conditions in this Document and the Application Form shall prevail.
- (b)** The terms and conditions for each relevant Primary Service in **Part B** of the Document will apply:
- (i)** where use of a Primary Service requires the prior consent and approval of BAIDURI CAPITAL, upon BAIDURI CAPITAL approving the Customer’s application for the use of that Primary Service; and
  - (ii)** where use of a Primary Service does not require BAIDURI CAPITAL’s prior consent and approval, upon the Customer accessing or using such Primary Service. For the avoidance of doubt, with respect to the Custodial Services (as defined below), the Customer shall be deemed to access and use the Custodial Services should the Customer by word or conduct leave possession or control of any Securities to which the Customer is beneficially entitled in the hands of BAIDURI CAPITAL or its Nominee or give any instructions with respect the performance of such Primary Service.

The terms and conditions for each Primary Service are in addition to any other applicable terms including the terms and conditions contained in **Part B, Section 1** of the Document and in the Application Form.

3. **Waiver** If BAIDURI CAPITAL does not exercise or delays exercising a right whether under these terms and conditions or otherwise, this does not mean that it has given up or waived the right or that it cannot exercise the right later. The only way BAIDURI CAPITAL can waive any of its rights is by giving the Customer a letter signed by the manager of BAIDURI CAPITAL or his superiors.
4. **Interest Waiver/Substitution** The Customer acknowledges that as a general rule funds of the Customer in the possession or control of BAIDURI CAPITAL, being funds not immediately or within 24 hours required to be applied towards discharge of the customer's payment obligations – hereafter “Excess Funds” (whether held in a trust or other account or subject to a trust in favour of the Customer or otherwise) – will (subject to the authorization on investment management of the same as set out in **Part B Section 1** of the Document below) be held commingled with funds of other customers of BAIDURI CAPITAL (where applicable in a trust or other account). One result of the preceding is that it would be administratively difficult and so as a matter of economic costs, counter-productive to attempt to allocate the respective interest entitlement (if the trust or other account be interest bearing) on an individual basis. This is primarily because of the constant fluctuations in the value of the commingled funds in such trust or other account. It is a condition for BAIDURI CAPITAL accepting the Customer as a customer that the Customer agrees therefore to waive and relinquish in favour of BAIDURI CAPITAL any and all entitlement to interest accruing to the Customer's share of funds in any such trust or other account. The Customer by applying to open an account with BAIDURI CAPITAL and be a customer of BAIDURI CAPITAL and/or accessing or using any of BAIDURI CAPITAL's services shall therefore be deemed to agree (and BAIDURI CAPITAL will and does materially rely on the effectiveness of such agreement) to such waiver and relinquishment. Notwithstanding the foregoing, where the Excess Funds of the Customer exceeds a minimum aggregate sum for a minimum period of time (both as prescribed by BAIDURI CAPITAL), BAIDURI CAPITAL may (but is not obliged) in return for the interest waived and relinquished by the Customer and at its discretion, itself pay to the Customer interest thereon of such amount or at such rate as BAIDURI CAPITAL may deem appropriate net of its administration fee for crediting such interest into an account of the Customer.
5. **Maintenance of foreign trust account** The Customer acknowledges and consents to BAIDURI CAPITAL having the right and discretion, where it deems appropriate, to deposit moneys received on account of the Customer which are denominated in a foreign currency in a trust or other account which is maintained outside of Brunei Darussalam with a bank licensed, registered or authorized to conduct banking business in that jurisdiction.

## **Part B : Conditions For The Primary Services**

### **Section 1 : Accounts**

1. **Opening an Account** BAIDURI CAPITAL may, at its sole discretion (but without being obliged to do so), open an Account for the Customer to trade in Securities through BAIDURI CAPITAL after accepting the Customer's application to do so.
- 2.1 **Trading through Dealer** BAIDURI CAPITAL is entitled to and will assume that the trading representative through whom the Customer commences or continues trading has been selected by the Customer as his own choice or as if Customer had made that choice himself.
- 2.2 **Authority of Trading Representative** No trading representative is authorized and every trading representative is in fact prohibited to waive or vary any of BAIDURI CAPITAL's rights under these terms and conditions. Neither is any of them allowed to accept any liability on BAIDURI CAPITAL's behalf.
3. **Orders and Instructions** BAIDURI CAPITAL may refuse to accept any order given by the Customer in any medium whatsoever and whether in respect of the Account of any of the Primary Services. BAIDURI CAPITAL shall not be liable for any loss, damage, cost or expense suffered by the Customer as a result of any such refusal. If the Customer's instructions to BAIDURI CAPITAL are or are regarded by BAIDURI CAPITAL or any of its officer(s) in good faith to be ambiguous, contradictory or conflicting, BAIDURI CAPITAL may either regard these instructions as void or if it carries them out according to its

good faith decision as to what such instructions mean, the Customer agrees to indemnify BAIDURI CAPITAL against all losses, damages, costs and expenses suffered by BAIDURI CAPITAL as a result of BAIDURI CAPITAL so acting in accordance with such instructions.

4. **Correspondent Brokers** BAIDURI CAPITAL is entitled as between the Customer and BAIDURI CAPITAL to delegate the execution of the Customer's orders to a correspondent broker of BAIDURI CAPITAL's choice (the "**Correspondent Broker**"). As between the Correspondent Broker and BAIDURI CAPITAL, BAIDURI CAPITAL may be obliged to regard itself as being primarily responsible for the execution of the Customer's orders. In this connection, the Customer recognises that BAIDURI CAPITAL may take such measures (including effecting payment and settlement in respect of the Customer's orders which have been executed) as may be necessary to ensure non-default of BAIDURI CAPITAL's own primary responsibility as aforesaid (notwithstanding that as between the Customer and BAIDURI CAPITAL, the Customer is in or has notified BAIDURI CAPITAL that he will be in default).
5. **Commissions, Fees, Costs and Charges** The Customer agrees to pay BAIDURI CAPITAL such commissions, fees, costs and other charges relating to the Account or any of the Primary Services at such rate or rates as BAIDURI CAPITAL may have time to time determine.
6. **Payments** The Customer agrees that he will pay BAIDURI CAPITAL, as and when monies are due or upon demand in all other cases, all monies and liabilities owing by the Customer to BAIDURI CAPITAL referable to any Account or any of the Primary Services.
7. **Set-off** BAIDURI CAPITAL may, any time and from time to time, without notice, set-off any amounts due to the Customer or held in any Account or any other account to which the Customer is beneficially entitled (whether with BAIDURI CAPITAL or with any Associate) to reduce or extinguish any amounts or liability, whether present or future, actual or contingent, primary or as surety, owed by the Customer to BAIDURI CAPITAL or to any of its Associates.
8. **Excess Funds** Without prejudice and in addition to BAIDURI CAPITAL's rights and powers including rights and powers under any laws or legislation, the Customer hereby grants to BAIDURI CAPITAL the authority at its discretion to invest the Customer's Excess Funds with BAIDURI CAPITAL (whether such funds are held distinctly or on a commingled basis pursuant to BAIDURI CAPITAL's entitlement to effect such commingling of customer funds) in money market funds whether distinctly or as part of a pool of commingled funds with through any fund manager (including but not limited to itself or a related entity or Associate) on a discretionary basis with intent to preserve the principal and enhance returns on such Excess Funds. The Customer acknowledges that such investment management is at BAIDURI CAPITAL's discretion and BAIDURI CAPITAL shall have no liability or responsibility if no such investment management is effected or procured to be effected and so long as the investment management or the choice of investment manager for investment is made in good faith, BAIDURI CAPITAL will not be liable for any loss in principal or lack of enhancement in the value of the principal occasioned by and/or from the fund management effected and the Customer also accepts the risk of any and all losses or shortfalls that may result from the fund management effected, on a pro-rated basis where relevant. The terms for the discretionary management of such Excess Funds of the Customer shall be mutandis the terms for the discretionary investments of a customer's funds in money market funds prescribed as terms for the opening and maintenance of a Cash Management Account with BAIDURI CAPITAL. For avoidance of doubt BAIDURI CAPITAL shall not be obliged to invest the Customer's Excess Funds.

The Customer also acknowledges that for cash or cash equivalent of the Customer title transferred in favour of BAIDURI CAPITAL, the provisions of the preceding paragraph will not apply as the Customer will have no proprietary right to such cash or cash equivalent but only a right by way of an unsecured debt obligation as against BAIDURI CAPITAL. BAIDURI CAPITAL may however at its discretion (but under no obligation to do so), pay interest of such amount as from time to time notified to the Customer on the cash or cash equivalent title transferred in favour of BAIDURI CAPITAL .

9. **Currency and Currency Risk** All transactions for an Account or any of the Primary Services (except for the Multi-Currency Services as defined below) or relating to or arising out of any of the Primary Services will be settled in Brunei dollars or, if BAIDURI CAPITAL agrees, any other currency requested by the Customer, but at a rate of exchange determined by BAIDURI CAPITAL. The Customer will bear all losses, damages, or costs that result from any currency conversion connected with any transaction for the Account.

- 10. Holding of Securities on Aggregate or Omnibus Basis** Without prejudice to the terms for the provision of custody services with respect to Securities (set out in **Section 4** below), the Customer acknowledges and consents to the fact that any securities belonging to the Customer held with BAIDURI CAPITAL, a Correspondent Broker or Nominee for any reason whatsoever may (to the extent that the same has not been the subject of any permitted borrowing) be held with securities held for BAIDURI CAPITAL itself (where not prohibited by law) or other customer of BAIDURI CAPITAL on an aggregate or omnibus basis. This may in some instances result in prejudice to the Customer and the Customer accepts and consents to this.
- 11. Unclaimed Assets** Subject to existing laws, if there are any monies or securities standing to the credit of any Account (including a trust account) which are unclaimed by the Customer ten years after the Customer's last transaction with or through BAIDURI CAPITAL and BAIDURI CAPITAL determines in good faith that it is not able to trace the Customer, the Customer agrees that all such assets including any and all accretions and accruals thereon (which in the case of monies shall include all interests earned thereon and all investments and their respective accretions and accruals which may have been made with such monies; and in the case of securities shall include all accretions and accruals thereon), shall be deemed to have been abandoned by the Customer in favour of BAIDURI CAPITAL and may be appropriated by BAIDURI CAPITAL to and for itself. The Customer thereafter shall have no right to claim such assets or their accretions and accruals.
- 12. Automatic Liquidation** If the Customer does not pay for any Securities which he purchases or settle any other transaction with respect to Securities by due date of the purchase contract, BAIDURI CAPITAL has the right to liquidate any or all of these transactions without notice to the Customer. BAIDURI CAPITAL shall have the right to (but need not) exercise this right on any day after the day on which the right to liquidate first arose. BAIDURI CAPITAL will not be liable to the Customer with respect to Securities purchase transactions on which the Customer has defaulted or for any loss suffered by the Customer as a result of any fall in the market price of the securities between the first day the right liquidate arose and the day it actually sells the Securities.
- 13. Consent to Disclosure** The Customer consents to the disclosure of the pertinent particulars relating to the Account such as his name, address, identity card and Passport number and claim amounts to any reporting systems or authority in or outside Brunei Darussalam in the event that the Account is classified as delinquent or disputed as determined by BAIDURI CAPITAL in its sole discretion.

The Customer consents to Baiduri Capital disclosing or requesting any information whatsoever regarding the Customer and the Account(s) (including but not limited to his name, address, identity card and passport number) :-

(a) to or from any person participating in the provision of services to Baiduri Capital and/or engaged or employed by Baiduri Capital to carry out or to perform any work or services for or on behalf of Baiduri Capital and for Baiduri Capital's purpose(s), including performing duties and/or function(s) of or performed by or carried on by Baiduri Capital, outsourced by Baiduri Capital (including but not limited to, debt collection, legal, accounting, auditing, stationery or other documents or services; and management, delivery, electronic, computer, software, information technology, telecommunication and investigation services) whether in Brunei Darussalam or outside Brunei Darussalam;

(b) to or from the police or other public officers conducting an investigation in connection with any offence or otherwise;

(c) to or from banks, financial institutions or credit or charge card companies;

(d) to or from any other person, authority or bodies having jurisdiction over Baiduri Capital, or court of law in Brunei Darussalam or elsewhere, for any purpose whatsoever, where such disclosure is required by a directives, guidelines, law, regulation, judgment or order of court or order of any other tribunal;

(e) to or from any joint account(s) holder or authorised signatory of any Account(s) of the Customer, or any insurer, guarantor or provider of security in relation to the Customer or any account(s); or



(f) to or from Baiduri Capital's head office, branches, representative offices, subsidiaries, related corporations or affiliates, in Brunei Darussalam or overseas, for any database purposes or any other purpose or purposes whatsoever;

(g) to or from any association or body of which Baiduri Capital is a member or a subscriber and for which members may include but may not be limited to financial institutions or corporates;

(h) to or from SGX, SGX ST, Phillips Securities Pte Ltd and its related or associated companies or subsidiaries and their successors.

The Customer irrevocably authorizes, agrees and consents to allow BAIDURI CAPITAL and Baiduri Group to:-

(a) collect, use, disclose, release, share and/or process any of his personal data collected, stored, maintained or held by BAIDURI CAPITAL or Baiduri Group from time to time (including but not limited to his name, identification number, telephone number(s), email address(es) and residential address(es)) for the purpose of providing or updating the Customer with marketing, advertising and promotional information and materials relating to any products and services provided or offered by BAIDURI CAPITAL or Baiduri Group from time to time;

(b) contact and inform him for any marketing, advertising and promotional information and materials relating to its products and services via postal mails, e-mails, phone calls or any mode of communications.

**14. BAIDURI CAPITAL makes no recommendation and gives no advice and Customer not relying on BAIDURI CAPITAL's advice or recommendation**

Without prejudice to the preceding, the Customer acknowledges and accepts that other than pursuant to an express agreement in writing otherwise to provide recommendations or investment advice, any reports, summaries, analysis, views or representations by or supplied by BAIDURI CAPITAL or on its behalf (and whether oral, published as research or otherwise) are at best merely expressions of BAIDURI CAPITAL's views or opinions provided on a good faith basis. Although BAIDURI CAPITAL will take reasonable care to ensure that no such report, summary or analysis or views or representations is untrue or misleading at the time they are made or provided to Customer:

- (i) no guarantee is given by BAIDURI CAPITAL as to its accuracy or completeness;
- (ii) as such reports, summaries, analysis, views and representations are not generally prepared with individual customers or classes of customers in mind, they are all to be treated as general views and opinions only and not suitable for use by the Customer as an individual customer without independent verification by the Customer; and
- (iii) each such view or opinion is subject to change without notice.

The Customer also agrees that he will not in any event make any orders in reliance on any representation, advice, view, opinion or other statement made by BAIDURI CAPITAL, its employees or its trading representative(s) without the Customer independently verifying the same and determining that the same is appropriate and suitable for the Customer to act on. The Customer also acknowledges that BAIDURI CAPITAL prohibits a trading representative giving any trade suggestions, recommendations or information on its behalf. Any such suggestions, recommendations or information if made must therefore be regarded as having been made in the trading representative's own personal capacity. If contrary to the foregoing, the Customer does so rely on them, the Customer will not hold BAIDURI CAPITAL either directly or indirectly liable for any loss (including without limitation any indirect or consequential loss or loss of anticipated profit or otherwise) suffered by the Customer as a result of this.

**14A. Distinguishing Types of Advice and Scope of Authority** Without prejudice to or detracting from **Clause 14** above, the recommendation or advice the Customer may receive from any of BAIDURI CAPITAL's representatives or officers may be general or specific and the Customer needs to understand and take note of the different implications of each type of advice received.

It is a material part of the Customer being allowed to open and maintain an account with BAIDURI CAPITAL that the Customer agrees that while the Customer has the option to decide whether he wishes to provide BAIDURI CAPITAL with the information and answers BAIDURI CAPITAL requests of him in the Client Suitability and Risk Profile Assessment and such supplemental information and answers as BAIDURI CAPITAL may ask him as are reasonably relevant in the circumstances, the Customer has the obligation if he chooses to do so to provide BAIDURI CAPITAL answers in full and not in part. The

Customer therefore agrees that partial or incomplete provision of information and answers may be disregarded by BAIDURI CAPITAL and the Customer may be treated as having refused and provided no answers or information. Where the Customer has provided BAIDURI CAPITAL full information and answers, it shall also be the Customer's obligation to keep such information current and accurate, failing which BAIDURI CAPITAL is entitled to assume that the information and answers provided remain complete and accurate.

Where the Customer has failed or refused or deemed to have failed or refused to provide BAIDURI CAPITAL with any information or answers as requested, then the Customer will also be taken as having acknowledged (and BAIDURI CAPITAL will be regarding and materially relying on the Customer having acknowledged) that BAIDURI CAPITAL cannot identify with any certainty the Customer's investment objectives, financial circumstances and particular needs and therefore the Customer agrees that any advice or recommendation provided in respect to any Account by BAIDURI CAPITAL, its duly authorized representatives or officers shall be treated as at best only as general advice or recommendation and it is acknowledged and agreed that such advice does not take into account and may not be suitable for the Customer's investment objectives, financial situation and particular needs.

The Customer also acknowledges and agrees that a distinction should be made with respect to any advice or recommendation that it is given on a solicited basis from one given on an unsolicited basis. An advice or recommendation is to be regarded as having given on an unsolicited basis if it is given otherwise than in response to the Customer's query or request.

Except if given pursuant to a specific advisory services agreement (and for the payment of an agreed and additional fee for such advice or recommendation), the Customer must and should regard any advice or recommendation given in response to the Customer's request or question as in the nature of general advice or recommendation and again it is acknowledged and agree that such advice may not be suitable for Customer's investment objectives, financial situation and particular needs.

Only if the Customer has provided full information and answers as requested by BAIDURI CAPITAL in the Client Suitability and Risk Profile Assessment and BAIDURI CAPITAL's supplementary questions and requests and then only in respect of unsolicited advice and recommendations from a duly authorised representative or officer duly authorised to give such advice and recommendations, is the Customer entitled to regard the advice and recommendation given as specific advice given after having taken into account the Customer's investment objectives, financial situation and particular needs as may be reasonably inferred from the Customer's answers.

The Customer should note in relation to the preceding that no trading representative has any authority to give any advice or make any recommendation on BAIDURI CAPITAL's behalf or on BAIDURI CAPITAL's account unless specifically authorised to do so by a duly authorised officer of BAIDURI CAPITAL. In any other case, the trading representative, if he gives any advice or recommendation to the Customer, must be assumed and accepted as having given the same without authority from BAIDURI CAPITAL in his own personal capacity.

- 15. Exclusion of Liability** The Customer agrees that neither BAIDURI CAPITAL nor any of its officers, agents or employees shall be liable to the Customer for any loss, damage, cost, charge or expense suffered by the Customer for any act or omission in relation to any Account or the operation, provision or termination of any Primary Services unless it was caused by fraud, gross negligence or wilful default of BAIDURI CAPITAL or officer of BAIDURI CAPITAL. Provided in no event or circumstances shall BAIDURI CAPITAL be liable for any indirect or consequential loss or loss of anticipated profit or otherwise. Where BAIDURI CAPITAL utilises a third party or nominee (including a Nominee or Correspondent Broker) to do any act in relation to an Account or any of the Primary Services, BAIDURI CAPITAL's sole responsibility to the Customer as regards the utilisation of such third party shall be to exercise reasonable care in the selection of such third party. The Customer will not hold BAIDURI CAPITAL liable for any wilful action or omission, default, fraud or negligence of the third party or nominee unless BAIDURI CAPITAL was negligent or fraudulent in selecting and/or continuing to use the third party. Provided in no event or circumstances shall BAIDURI CAPITAL be liable for any indirect or consequential loss or loss of anticipated profit or otherwise. This clause shall survive the termination of these terms and conditions or any of the Primary Services.
- 16. Indemnities** The Customer hereby agrees to indemnify BAIDURI CAPITAL, and keep BAIDURI CAPITAL harmless from any loss, damage, cost, charge or expense which BAIDURI CAPITAL may

suffer as a result of the Customer's instructions or orders, the Customer's breach or violation of these terms or any third party rights, including but not limited to violation of any proprietary or intellectual property rights, or the enforcement of any of the terms. This obligation to indemnify BAIDURI CAPITAL shall survive the termination of these terms and conditions or any of the Primary Services. For the avoidance of doubt, this indemnity extends to each of the Primary Services.

**16A Instructions to Baiduri Capital** BAIDURI CAPITAL is authorized (but not obliged) to accept instructions given by telephone (collectively "oral instructions"), email (with the scanned instruction attached, if any) or other form of electronic communication from or purporting to be from Customer, with or without separate independent verification by BAIDURI CAPITAL's personnel as to the genuineness of such oral instructions, as long as the BAIDURI CAPITAL's personnel receiving or acting on such oral instructions is satisfied as to the genuineness of such oral instructions. The Customer shall be bound by any act or omissions taken by BAIDURI CAPITAL in reliance on such oral instructions, regardless of whether such oral instructions have been given by someone other than the Customer without the Customer's authority or consent and notwithstanding that such oral instructions are forged, fraudulent, ambiguous or misunderstood, provided that the BAIDURI CAPITAL's personnel receiving or acting on such oral instruction is satisfied as to their genuineness and has acted in good faith thereon.

BAIDURI CAPITAL may at its discretion record telephone instructions by writing and/or tape recording and/or any other method and the Customer irrevocably consents to the taping and/or other means of recording, by or on BAIDURI CAPITAL's behalf of oral and telephone conversation between BAIDURI CAPITAL's representatives and the Customer. BAIDURI CAPITAL's record of any such instructions shall be conclusive and binding and may be used by BAIDURI CAPITAL as evidence in any dispute that may arise.

- 17. Notices and communication** All written communication will be deemed received by the Customer: (a) two (2) days after despatch by post to the last mailing address known to BAIDURI CAPITAL if the same is in Brunei Darussalam or five (5) days after despatch by post to the last mailing address known to BAIDURI CAPITAL if the same is not a Brunei Darussalam address; (b) immediately, if delivered personally and (c) on the day of despatch or transmission if sent by telex, facsimile or electronic mail to any of the relevant telex, facsimile or electronic mail addresses of the Customer last known to BAIDURI CAPITAL. Where the Customer makes use of the Electronic Broking Services, the Customer shall be deemed to have notice of and be bound by all notices and communications as may be given by BAIDURI CAPITAL from time to time and accessible by the Customer via the Electronic Broking Services effectively as from the day when the same may be so accessed by the Customer.
- 18. Updating Particulars** The Customer undertakes to give BAIDURI CAPITAL notice in writing of any change of the particulars given to BAIDURI CAPITAL whether in the account application form or otherwise.
- 19. Statements and Contract notes** Whenever the Customer receives any statements of account, contract notes or any document provided pursuant to any Primary Services from BAIDURI CAPITAL, the Customer agrees that he will examine and verify the correctness of all statements and inform BAIDURI CAPITAL in writing, of any alleged errors mistakes or omissions therein arising from whatever cause (including but without limitation from forgery, fraud, lack of authority or negligence of any person) or any disagreements within fourteen (14) days from the date the statement of account, contract note or document was posted. If the Customer fails to do this, he agrees that :- (i) the said statement, contract notes or any document shall be conclusive evidence as the balance shown therein and be binding on the Customer and the Customer shall be deemed to have waived any rights to raise objections or pursue remedies against BAIDURI CAPITAL relating thereto, and BAIDURI CAPITAL shall be free from all claims in respect of the Account (s); and (ii) he no longer has the right to dispute the accuracy of the statement, note or document. Accordingly, BAIDURI CAPITAL has the right to treat the Customer's silence as the Customer's representation that the statement, note or document is accurate. However, if BAIDURI CAPITAL finds out at any time that any statement, note or document is inaccurate, it can still amend the statement, note or document.

BAIDURI CAPITAL may at any time rectify errors or omissions in any statement, advice, certificate contract notes or any document and any statement, advice, certificate, contract notes or document so



rectified shall be binding on the Customer. BAIDURI CAPITAL has the right to demand refund of and/or debit any account of customer with BAIDURI CAPITAL without notice or consent of the Customer for any overpayment into the account (s) arising from such errors or omissions.

- 20. Conclusive Evidence** The record or recollection of any BAIDURI CAPITAL's officers, or employees receiving any oral instructions from the Customer whether subsequently reduced to writing or otherwise, is conclusive against the Customer as to the contents of such oral instructions.
- 21. Suspension / Closure of Account** The Customer agrees that if any one of the following events occurs, BAIDURI CAPITAL will have the immediate right, at its discretion, to suspend or close any and every Account and take any one or more of the actions available to it in this Clause:
- (a) the Customer fails to observe any of these terms and conditions;
  - (b) the Customer becomes insolvent or bankrupt or makes any arrangement or composition with his creditors or where BAIDURI CAPITAL has determined in good faith that the Customer is unable to pay any of his debts;
  - (c) BAIDURI CAPITAL is of the opinion in good faith that its interest would be adversely affected if it does not suspend or close the Account.

Upon the suspension or closure of an Account whether pursuant to this Clause 21 or Clause 22 (Termination by Notice), no further transactions for that Account may be initiated by the Customer. Upon such termination or if any of the events set out above happens, the Customer agrees that BAIDURI CAPITAL will have the right to take any one or more of the following actions without having to give prior notice to the Customer:-

- (i) terminate its relationship with the Customer and demand that the Customer fully pay BAIDURI CAPITAL all sums owing by the Customer to BAIDURI CAPITAL;
  - (ii) terminate any service utilized by the Customer;
  - (iii) sell all Securities held in any and every Account or in custody and thereafter apply the net proceeds of sale (after deducting for BAIDURI CAPITAL's costs and expenses in connection with such sale) towards settlement of all monies owing by the Customer to BAIDURI CAPITAL or to any Associate.
- 22. Termination by Notice** The Customer agrees that BAIDURI CAPITAL has in any event the right to terminate any of the Account(s) at any time by giving five (5) days' notice in writing. BAIDURI CAPITAL is under no obligation to inform the Customer of its reasons. The Customer remains liable for any Outstanding Balance owing.
- 23. Variations** The Customer agrees that BAIDURI CAPITAL may at any time by notice in writing to the Customer, including notification via the Electronic Broking Services, vary or add to these terms and conditions without prior consultation with the Customer. If the Customer does not inform the discontinuance of operating and termination of the Account(s) within the seven (7) days period, the Customer is deemed to have accepted such changes in the Terms and Conditions.
- 24. Power of Attorney** The Customer hereby irrevocably appoints BAIDURI CAPITAL through any of its directors or officers as the attorney of the Customer for each and all of the purposes of these terms and conditions and with power to sign and execute all documents and perform all acts in the name and on behalf of the Customer in connection herewith whether in respect of any transaction relating to these terms and conditions or in respect of anything required to give effect and/or substance thereto.
- 25. Ratification** The Customer agrees to ratify and confirm any and all acts and things done or caused to be done by BAIDURI CAPITAL for and on behalf of the Customer or otherwise in relation to any Account, any of the Primary Services or any part or all of the securities custodised with BAIDURI CAPITAL.
- 26. Security** BAIDURI CAPITAL shall at all times have a general lien over any and all Securities deposited by the Customer or held in or subject to the control of BAIDURI CAPITAL as security for any outstanding obligation (whether actual or contingent) owed by the Customer to BAIDURI CAPITAL. BAIDURI CAPITAL may at all times exercise this lien by effecting a sell out of any or all of such Securities and apply the net proceeds towards settlement or discharge of the Customer's obligations to BAIDURI CAPITAL.

- 27. Governing Law and Jurisdiction** These terms and conditions shall be governed by and construed in accordance with Brunei Darussalam law. In relation to any legal action or proceedings arising out of or in

connection with any Account (including transactions effected for the Account) or referable to any Primary Service, the Customer hereby submits to the non-exclusive jurisdiction of the courts of Brunei Darussalam and the Customer waives any objection to the proceedings on the ground that the proceedings have been brought in an inconvenient forum. The Customer hereby nominates and appoints his trading representative to be his agent for service of process of any documents commencing and otherwise relating to any such legal action or proceedings brought by BAIDURI CAPITAL.

- 28. Rules Governing Transactions** The Customer agrees that his transactions shall be governed by prevailing rules and regulations of such exchange or market (whether in Brunei Darussalam or elsewhere) where the transactions are effected or where the Securities sold or purchased are listed or traded.
- 29. Joint Account** In the case of the Customer comprising more than one person as joint account holders, each joint account holder further jointly and severally represents, warrants and undertakes as follows:-
- (i) None of the account signatories is under any legal disability and no one other than the joint account holders themselves has any interest in the Account(s), any of the Primary Services or any part or all the Securities custodied with BAIDURI CAPITAL .
  - (ii) In the absence of express instructions as to which one of the joint account holders is authorised to act on behalf of both of them, any one of the joint account holders shall have full authority to give any instructions with respect to the Account(s) and any of the Primary Services. Accordingly, any orders and instructions from any one of the joint account holders shall be and shall be deemed to be binding upon the other joint account holder as if that joint account holder had expressly authorised the other joint account holder to act on his behalf.
  - (iii) Without prejudice to the generality of the above, in the absence of express instructions as to which one of the joint account holders is authorised to collect Physical Securities from BAIDURI CAPITAL, delivery of the Physical Securities by BAIDURI CAPITAL to either of the joint account holders is deemed to fulfil BAIDURI CAPITAL's delivery obligations to all account holders.
  - (iv) Any demand, notice, confirmation, report, statement and other communication if addressed to the Customer and sent in accordance with **Clause 17** above, shall be binding on all joint account holders notwithstanding that they have not been sent to or received by any of the joint account holders.
  - (v) BAIDURI CAPITAL is entitled to treat each joint account holder generally as authorised to deal with BAIDURI CAPITAL in connection herewith as fully and completely as if the other joint account holder or holders has no interest herein.
  - (vi) The agreements, obligations and liabilities of the Customer herein contained or implied are joint and several.
- 30. Introductions, Sharing of Fees, Commissions and/or Other Charges** The Customer may have been introduced or referred to BAIDURI CAPITAL by a third party. If so, the Customer accepts that no such third party shall in any way be regarded as an agent by BAIDURI CAPITAL and that BAIDURI CAPITAL accepts the Customer as a customer only on the basis that BAIDURI CAPITAL is not accepting and is to have no responsibility for any conduct, action, representation or statement of any such third party.
- 31. No Third Party Rights** A person who is not a party to any agreement with BAIDURI CAPITAL to which the terms of this Document applies has no rights to enforce any of the clauses hereunder.

## **Section 2: Telebroking And Computer Online Broking**

- 1. Services** The On-line Electronic System ("CQ Markets") and the Telebroker (collectively, the "**Electronic Broking Services**") are a telecommunications network and a software package respectively provided by BAIDURI CAPITAL that enables the Customer to:-
- (a) transmit his Securities orders to BAIDURI CAPITAL for execution;
  - (b) chat electronically with any other users of the Electronic Broking Services;
  - (c) engage in any other activities and services as BAIDURI CAPITAL may include as part of such Electronic Broking Services from time to time, and
  - (d) have access to key market indicators, real time quotes as well as information on the Account(s). In terms of technical data, the Electronic Broking Services provide source information, analyses and commentaries on Securities and foreign exchange and futures contracts, as determined by BAIDURI CAPITAL .

2. **User Guide** The Customer agrees to abide by the procedures and instructions set out in BAIDURI CAPITAL's user guide (if any) in respect of any item of the Electronic Broking Services which the Customer wishes to access or avail of.
3. **Terms and Conditions** All orders placed via the Electronic Broking Services in relation to any Account with BAIDURI CAPITAL are also subject to the same terms and conditions governing the maintenance and operation of that Account generally.
4. **Authorisation** BAIDURI CAPITAL is authorised by the Customer to debit the Customer's Account(s) as it deems appropriate for all charges incurred in the use of the Electronic Broking Services.
5. **Risk** Orders placed via the Electronic Broking Services are placed at the Customer's sole risk. The Customer agrees to check and ensure that such orders have been properly received and accepted by BAIDURI CAPITAL and acknowledges that the use of the Electronic Broking Services for placement of orders also implies full responsibilities that no unauthorised person will have the right to access and use the Electronic Broking Services via the personalised security code(s). Due to the nature of transactions carried out over the internet and telecommunication networks, the Customer acknowledges and accepts the existence of risks unique to the Electronic Broking Services. Such risks are inclusive of, but not limited to the following:-
  - (a) delay in or inability to access or use the Electronic Broking Services due to any hardware, software, system or connection failure, error, malfunction, omission, interruption, delay in transmission or computer virus;
  - (b) loss of data or information that may occur due to any cause whatsoever, including any virus, failure of any electrical, electronic, computer, microprocessor, recording or communication system;
  - (c) the need to conduct maintenance of the Electronic Broking Services system infrastructure from time to time, and any delay, failure, error, omission which may ensue; and
  - (d) disclosure of data or information that may occur due to hacking of any computer or communication system.

The Customer hereby acknowledges and agrees that BAIDURI CAPITAL is to have no liability whatsoever (including without limitation no liability for any indirect or consequential loss or loss of anticipated profit or otherwise) with respect or referable to such risks and in any event releases BAIDURI CAPITAL from any claim which he may with respect to or referable to such risks or any one or more of them even if BAIDURI CAPITAL has been advised or is aware of the possibility of such damages, losses or expense arising. This Clause shall survive the termination of these terms and conditions or any of the Primary Services.

6. **Distribution** The Customer is not entitled to and shall not reproduce, retransmit, disseminate, sell, distribute, publish, broadcast, circulate, exploit (whether for commercial benefit or otherwise) the information and/or reports obtained from or through the Electronic Broking Services in any manner whatsoever without the express written consent of BAIDURI CAPITAL and shall not use the information for any wrongful or illegal purpose.
7. **Intellectual Property** In requesting BAIDURI CAPITAL to commence providing the Electronic Broking Services, the Customer accepts and acknowledges the fact that all intellectual property rights (whether by which of copyright or otherwise) in the information and reports available from and generated on the Electronic Broking Services as well as the Electronic Broking Services itself vest solely in and will remain the exclusive property of third parties. The Customer therefore agrees not to do anything that will violate or infringe third parties' intellectual property rights and will take all necessary measures to preserve and protect these rights.
8. **Limitation of Liability** None of BAIDURI CAPITAL, its employees or agents has any responsibility to the Customer for any loss (including without limitation any indirect or consequential loss or loss of anticipated profit or otherwise) or damage arising directly or indirectly from the Customer's use or reliance on the information and/or reports accessed from the Electronic Broking Services. The provisions in **Clause 14 of Section 1** shall mutatis mutandis apply with respect to such information and/or reports in favour of BAIDURI CAPITAL. Without prejudice to the preceding, none of BAIDURI CAPITAL, its employees or agents is responsible should the Customer fail (otherwise than through BAIDURI CAPITAL's wilful default) to gain access to the Electronic Broking Services for any reason. It is the Customer's responsibility to obtain independent professional advice in respect of any information and/or reports obtained via the Electronic Broking Services, and to verify such information and/or reports, and none of BAIDURI

CAPITAL, its agents and servants (except for fraud directly attributable to BAIDURI CAPITAL) is to have any liability for the Customer suffering any prejudice, loss (including without limitation any indirect or consequential loss or loss of anticipated profit or otherwise), damage, cost, expense (including any legal fees) or claim whatsoever and howsoever caused or arising, including but not limited to the following:

- (a) any reliance by the Customer on any information and/or reports which are incomplete, inaccurate, corrupted, non-sequential, untrue or out-of-date, notwithstanding that such information and/or reports may or may not have been customized for the use of the Customer;
- (b) any loss or unauthorized use of the Electronic Broking Services;
- (c) any delay, fault, failure or loss of access to or unavailability of the Electronic Broking Services;
- (d) any delay, failure or omission in the execution of the instructions of the Customer, inclusive of but not limited to the need to verify instructions due to considerations of security;
- (e) any non-performance, defective performance or late performance of the Electronic Broking Services through any cause whatsoever, including errors due solely to malfunction of the Electronic Broking Services or Electronic Broking Services equipment, infrastructure or programs;
- (f) any telecommunication or interconnection defects, faults or problems, system crashes, software errors or defects, sabotage, hacking or unlawful access; or
- (g) any failure, downtime, crash, breakdown or malfunction of or defects or glitches in the Electronic Broking Services.

Without prejudice to the foregoing, the Customer in any event acknowledges and accepts that BAIDURI CAPITAL does not promise or guarantee uninterrupted access to and reliability of all information and services on the Electronic Broking Services and the Customer thus accepts that the Customer is primarily responsible both to ensure the accuracy and completeness of information so accessed before relying on the same as well as ensuring that the Customer will take adequate measures (including, where relevant insurance coverage) to mitigate the Customer's loss so that in no event shall BAIDURI CAPITAL or its employees be liable to the Customer for any and all defaults referable to the Electronic Broking Services and/or its use and/or failure to be permitted its use.

This Clause shall survive the termination of these terms and conditions or any of the Primary Services.

9. **Warranty** BAIDURI CAPITAL makes no warranty, guarantee or representation of any kind, express or implied, as to the quality or the merchantability or fitness for any particular use or purpose in relation to the information furnished under the Electronic Broking Services or any other features or aspect of the Electronic Broking Services, including but not limited to investment advice and/or access to information or the execution of any buy or sell recommendations and/or the cancellation or amendment of the same.
10. **Access** The Customer also agrees that BAIDURI CAPITAL has no liability and will not be responsible for any loss or inconvenience that may be suffered by the Customer as a result of any action by the SGX-ST or the Monetary Authority of Singapore ("MAS") or Brunei Darussalam Central Bank ("BDCB") in exercise of their respective regulatory or supervisory functions over BAIDURI CAPITAL. The Customer agrees to permit BAIDURI CAPITAL and/or the SGX-ST or the MAS or BDCB to have access to such terminal as BAIDURI CAPITAL and/or the SGX-ST or the MAS or may request and to co-operate in answering any of their queries in relation to any aspect of the Electronic Broking Services.
11. **Indemnity** The Customer must indemnify BAIDURI CAPITAL and hold BAIDURI CAPITAL harmless from and against any and all claims, losses, liabilities, costs and expenses (including but not limited to solicitors' fees on a full indemnity basis) arising or which may arise out of the Customer's breach or violation of these terms or any statements, comments, or remarks made by the Customer using Electronic Broking Services or any third party rights, including but not limited to violation of any proprietary or intellectual property rights, or the enforcement of any terms in this Section. This obligation to indemnify BAIDURI CAPITAL shall survive the termination of the Electronic Broking Services, the termination of these terms and conditions or any of the Primary Services.
12. **Security** The Customer must at all times ensure that the integrity and the security of the Electronic Broking Services is preserved and maintained. Accordingly the Customer must ensure, inter alia, that there is no unauthorized use of the Personal Identification Number(s) ("PIN") or security code(s). The Customer will forthwith on being aware of any unauthorised access, or theft of the PIN(s) or security code(s) notify BAIDURI CAPITAL and provide such particulars as BAIDURI CAPITAL may require. The Customer is solely responsible to ensure that none of the events as mentioned in this Clause occurs, but if any of them does occur the Customer shall indemnify BAIDURI CAPITAL for any loss and damage that BAIDURI CAPITAL may suffer as a consequence of such unauthorised access and use. This obligation to indemnify

BAIDURI CAPITAL shall survive the termination of the Electronic Broking Services, the termination of these terms and conditions or any of the Primary Services.

13. **Failure to Receive Confirmation** The Customer will notify BAIDURI CAPITAL forthwith of any failure to receive an appropriate response and/or confirmation that orders have been received and/or executed.
14. **Termination** Notwithstanding anything herein to the contrary, BAIDURI CAPITAL may at anytime, in its absolute discretion terminate forthwith, without notice and for any reason whatsoever, the Customer's right of access to and/or use of any of the Electronic Broking Services. In the event of such termination, BAIDURI CAPITAL shall not be liable to the Customer for any claim, liability or loss (including without limitation any indirect or consequential loss or loss of anticipated profit or otherwise) which may be suffered by the Customer referable to such termination. This clause shall survive the termination of the Electronic Broking Services, the termination of these terms and conditions or any of the Primary Services.
15. **Deposit** BAIDURI CAPITAL is entitled to require the Customer to place cash and/or equity as deposit prior to execution of any order. BAIDURI CAPITAL is entitled at its discretion to determine the amount of the deposit payable by the Customer and the time and manner for the placement and nature of such deposit.

### Section 3 : Multi-Currency Services

1. **Condition Precedent** BAIDURI CAPITAL shall provide the Customer with multi-currency services subject to the terms and conditions set out in this Section (the "**Multi-Currency Services**"). A Customer may only use the Multi-Currency Services in conjunction with a Custodian Account.
2. **Payment** The Customer availing himself of the Multi-Currency Services may pay any sum due in such currency as is acceptable to BAIDURI CAPITAL.
3. **Payment and Securities Currency Account** Where payment is made for the purchase of any Securities in a currency different from the denominated currency of settlement (which shall prima facie be the currency the securities transacted in are denominated in) – the "Settlement Currency" - the Customer's payment as aforesaid (the "Payment") will be accounted for by BAIDURI CAPITAL in the manner determined by BAIDURI CAPITAL.
- 3B. **Foreign Currency Denominated Securities** Where, in using the Multi-Currency Services, the Customer trades in any foreign currency denominated securities, the Customer understands and acknowledges that, BAIDURI CAPITAL will calculate the value of the Customer's Outstanding Balance and Collateral in Brunei Dollars using such exchange rate as BAIDURI CAPITAL may determine in its discretion.
- 3C. **Nomenclature** Each Account denominated in a particular currency opened for the purposes of the Multi-Currency Services, shall, for the purposes of this section, be known generically as a "**Multi-Currency Account**".
4. **Exchange Rate** The exchange rate applied for any currency conversion will be BAIDURI CAPITAL's prevailing exchange rate applicable to the transaction or for the currencies in question.
5. **Changes in the Exchange Rate**
  - (a) Where the Multi-Currency Service is being used in conjunction with a Custodian Account, and in the event that prior to onward payment by BAIDURI CAPITAL for the purchases of the Securities, a change in the exchange rate causes the sum due in the relevant Settlement Currency or Currencies to be greater than the amount realizable from converting the Payment or any net credit balances in the Multi-Currency Accounts, BAIDURI CAPITAL may, at its discretion, by notice to the Customer, require the Customer to top up the short-fall and refrain from purchasing Securities until such short-fall is topped up by the Customer.



- (b) BAIDURI CAPITAL shall on every business day carry out a notional consolidation and set-off between all the Customers's Multi-Currency Accounts based on a notional conversion of all debits/credits in such Multi-Currency Accounts into their equivalent in Brunei Dollars. Where the Multi-Currency Service is being used in conjunction with a Custodian Account, and in the event that such a rationalization exercise indicates an aggregate debit amount/balance for any reason whatsoever, (including, but not limited to a change in any currency exchange rate), BAIDURI CAPITAL may, at its discretion, by notice to the Customer, require the Customer to top up debit amount/balance and refrain from purchasing Securities until such debit amount/balance is topped up by the Customer.
- 6. Consolidation/Set-Off** Without prejudice to BAIDURI CAPITAL's rights under **Clause 7 of Section 1** above, on the occurrence of any of the events in **Clause 21 of Part B Section 1** of the Document, BAIDURI CAPITAL will be entitled to consolidate and (where relevant) set off any (or all) Multi-Currency Account(s) against each other (effecting such conversions of the relevant currency amount as appropriate at such time based on such rates as BAIDURI CAPITAL may in good faith believe appropriate). Until all debit balances stated as due in any Multi-Currency Account are paid, the Customer shall not be entitled to request or make any withdrawal from any credit balance in any Multi-Currency Account.
- 7. Nominee/Custodian** BAIDURI CAPITAL may on the terms set out below and subject to such relevant restrictions as may be prescribed by relevant applicable laws in Brunei Darussalam and/or in Singapore, hold all Securities purchased for the Customer either directly or through a Nominee or custodian (who may effect such holding through sub-Nominees or sub-custodians). Such Nominee/custodian and/or such sub-Nominee/sub-custodians may or may not be within Brunei Darussalam and subject to restrictions mentioned above, the Customer consents to BAIDURI CAPITAL having absolute discretion in the appointment or approval in the appointment of the same. All costs associated with the holding of Securities by any of them shall be for the Customer's Account. Accruals with respect to any and all Securities custodised, if in money form, shall be held or accounted for in its original currency of receipt or its Brunei Dollar equivalent (as BAIDURI CAPITAL thinks fit) and credited to a Multi-Currency Account denominated in the same currency.
- 8. Withdrawals** Where the Customer wishes to withdraw any sums from any credit balance in any Multi-Currency Account and such sums as he wishes to withdraw are denominated in foreign currency, the Customer will make such withdrawal in whatever currency as may be allowed by BAIDURI CAPITAL and (where relevant) at the prevailing exchange rate for the currency in question.
- 9. Security** All Securities purchased for a Customer and held by BAIDURI CAPITAL or its Nominee or Custodian shall be subject to a general lien, fixed or other equivalent security interest in BAIDURI CAPITAL's favour and **Clauses 12, 12A and 13 of Part B, Section 4** will apply mutatis mutandis to the security so created in favour of BAIDURI CAPITAL for any and all of the Customer's payment obligations owed and owing to BAIDURI CAPITAL from time to time, including (but not limited to) any sums paid by BAIDURI CAPITAL for Securities purchased by the Customer (including any shortfall in Payment(s) due to fluctuations in exchange rates as described in **Clause 5(a)** or any sums equal to debit amount(s)/balance(s) as described in **Clause 5(b)**. On default of any such secure obligation, BAIDURI CAPITAL may exercise its security rights to effect a sale of the Securities (on such terms and on such timing as it in good faith believes appropriate) and apply the proceeds thereof as follows:-
- (a) first towards the costs and expenses referable to the exercise and enforcement of the security interest;
  - (b) thereafter towards accrued interest; and
  - (c) finally towards discharge or reduction of the obligation defaulted upon. Any surplus will be credited into the relevant Multi-Currency Account (as determined by BAIDURI CAPITAL at its discretion).
- If upon the application of the proceeds as prescribed above the proceeds are not sufficient to settle the amounts owed by the Customer in full, the Customer shall still be liable to pay BAIDURI CAPITAL for any shortfall and such shortfall shall constitute a debt due by the Customer to BAIDURI CAPITAL.
- 10. Authorisations** For the purpose of the holding of the Securities purchased pursuant to the Customer's orders as foresaid, BAIDURI CAPITAL is authorised to execute such documents and conclude such agreements in the Customer's name or on his behalf as it may feel reasonably necessary.

#### **Section 4 : Custodial Services**

**1.1 Bare Custodial Services** Unless otherwise agreed, BAIDURI CAPITAL shall receive and hold in custody all the Securities custodised subject to the terms and conditions set out in this Section (the “Custodial Services”). Subject to **Clause 1.2**, the Customer acknowledges in any event that BAIDURI CAPITAL, as custodian, is not a fiduciary to the Customer or otherwise with respect to the Securities but shall be regarded generally only as a bare custodian and not trustee of the Securities with its duties strictly restricted to the duties expressly provided under this **Section 4**, being duties of BAIDURI CAPITAL hereunder shall be:-

- (a) to hold or to procure to be held to its order all documents evidencing ownership of, Securities and identify in its books that all Securities belong to the Customer;
- (b) to procure that all Securities other than bearer securities are registered in the name of BAIDURI CAPITAL or such other nominee or nominees as BAIDURI CAPITAL or any Sub-custodian (as the case may be) may appoint in accordance with **Clause 2** or, where due to the nature of the law or market practice of any relevant jurisdiction, it is in the Customer’s best interests or it is not feasible to do otherwise, any Sub-custodian. In these circumstances, Securities will still be held in such a way that it is readily apparent that the Securities are not the property of BAIDURI CAPITAL, any Sub-custodian or any nominee appointed by BAIDURI CAPITAL or any Sub-custodian (as the case may be). The Securities may be registered collectively with other securities both of BAIDURI CAPITAL and/or other customers of BAIDURI CAPITAL in the same name and where so registered, the Customer’s entitlements may not be identifiable by separate certificates or other physical documents of title or equivalent electronic records (although BAIDURI CAPITAL and/or its delegate will maintain records such that it will be readily apparent the degree of the Customer’s interest in the commingled securities so collectively held but on the express understanding and agreement of the Customer that where such commingling and aggregation of the securities of the Customer and other persons result in entitlements to Related Assets (as defined in **Clause 12** of this **Section 4** below) which otherwise without such commingling or aggregation, would not have accrued to the Securities (the “**Bonus Related Assets**”), the Custodian has full discretion as to the allotment of such Bonus Related Assets as amongst its customers, (including the Customer as it deems fit) and should the Custodian, any Sub-custodian or, as the case may be, its nominee default, any shortfall in the Securities registered in that name may be shared pro rata among all customers of the Custodian or Sub-custodian whose Securities are so registered;
- (c) to hold or procure that there are held in safe custody all bearer Securities and ensure that such bearer Securities are held in such a manner that it is readily apparent that the Securities are not the property of BAIDURI CAPITAL or any Sub-custodian; bearer Securities shall be segregated by BAIDURI CAPITAL or any Sub-custodian (as the case may be) from all property of BAIDURI CAPITAL or Sub-custodian and shall be identified as held by BAIDURI CAPITAL or Sub-custodian for the account of the Customer. Where any securities are in uncertificated form, or otherwise transferable by book entry transfer, BAIDURI CAPITAL may use the services of any Securities Depository, on such terms as it may think for, for the purpose of the holding and transfer of such Securities (or entitlements thereto);
- (d) except to the extent permitted or not prohibited by the Securities Markets Order, 2013 or its regulations and not prohibited by any laws of Brunei Darussalam, to hold and/or procure that any Sub-custodian holds Securities, if registered in the same name as investments of BAIDURI CAPITAL or Sub-custodian, in an account designated separately from that used for investments of BAIDURI CAPITAL or Sub-custodian (as the case may be);
- (e) on receipt of the Customer’s instructions or with the Customer’s authority to make or accept delivery of Securities which have been sold, purchased, transferred or otherwise acquired or lent or disposed of by the Customer or its agent, such acceptance of delivery to be made in accordance with the normal practice for transactions of the type concerned;
- (f) to use its reasonable endeavours to collect and receive Related Assets (as defined in **Clause 12** of this **Section 4** below) including income and other payments due with respect to the Securities provided that the Customer acknowledges and accepts that BAIDURI CAPITAL (whether directly or through any delegate or agent) shall have no duty or responsibility but is entitled, if it chooses to:

- (i) exercise or discharge any obligations conferred or imposed by reason of BAIDURI CAPITAL's holding of the Securities or to investigate, participate or take any affirmative action in connection therewith or otherwise;
  - (ii) send or give notice of any proxy form or other document which BAIDURI CAPITAL may receive in respect of the Securities;
  - (iii) recognize any claim in the nature of a trust or equitable claim by anyone other than the Customer in respect of the Securities or any part thereof.
- (g) to credit the Customer's Custodian Account all income and other payments received by BAIDURI CAPITAL under **paragraph (f)** of this **Clause 1.1**;
- (h) to sign, execute and/or complete such documents, certificates or forms from time to time required for fiscal and taxation purposes in connection with the collection of income from the Securities including bonds and note coupons; and
- (i) to keep or (to the extent reasonably practicable) procure there to be kept by any Sub-custodian, or any nominee appointed by BAIDURI CAPITAL or any Sub-custodian (as the case may be), such books records and statements, in retrievable form, as may be necessary to provide an adequate record of all Securities held and transactions carried out by or on behalf of the Customer.
- 1.2. BAIDURI CAPITAL may, at its sole discretion, refuse to act as Custodian in relation to any assets it deems unsuitable to be held hereunder without giving any reason therefore or being liable for any loss thereby occasioned.
- 2. Nominees/Delegates** BAIDURI CAPITAL is authorised to utilise one or more Nominee(s) or Sub-custodians for the purpose of providing the Custodial Services. In the event that a Nominee is being used, the Customer is deemed to have contracted as principal with such Nominee. BAIDURI CAPITAL may utilise the services of a foreign custodian as Nominee or Sub-custodian where it deems this to be necessary or appropriate and the Customer hereby expressly consents to BAIDURI CAPITAL having the full authority and discretion to appoint and use such foreign custodian as it deems necessary or appropriate. Where Securities are held by a Nominee or Sub-custodian, the Customer acknowledges and accepts that different settlement, legal and regulatory requirements and different practices relating to the segregation of those Securities may apply. In addition, BAIDURI CAPITAL and any Nominee, Sub-custodian, agent or delegate may deposit Securities with, and hold Securities in, any Securities Depository on such terms and such systems customarily operate.
- 3. Custodial responsibilities and power** BAIDURI CAPITAL shall in addition to the powers set out in **Clause 1.1 (f)** be entitled to do, subject and on receipt of the Customer's written instructions to the contrary, any other act or refrain from doing any other act unless (as the case may be) prohibited or required by law or regulation, in relation to any Securities custodised with BAIDURI CAPITAL, which under the terms of the Customer's agreement with BAIDURI CAPITAL, BAIDURI CAPITAL is not (as the case may be) either specifically prohibited or required to do. Without prejudice to the foregoing, the Customer hereby specifically instructs BAIDURI CAPITAL that, until it receives written instructions to the contrary, whenever the Customer purchases Securities through it, and the sums standing to the credit of the Customer's Custodian Account are sufficient to satisfy the purchase price of the Securities purchased, BAIDURI CAPITAL is to withdraw from the Custodian Account such sum as is equal to the purchase price and appropriate such sum to BAIDURI CAPITAL in satisfaction of the Customer's obligation to pay the purchase price. Also without prejudice to any of the foregoing, any amount payable by the Customer pursuant to the services hereunder shall be payable to BAIDURI CAPITAL or its nominees, Sub-custodians or agents, as the case may be, on demand and may be deducted from the Securities or such Account as BAIDURI CAPITAL deems appropriate.
- 4. Liability** BAIDURI CAPITAL shall not be liable for any loss, claim, damage, expense or liability suffered or incurred by the Customer, or profit or advantage of which the Customer may be deprived, which arises from or in connection with:-
- (a) the manner in which BAIDURI CAPITAL holds the Securities hereunder or deals with monies received or intended to be received in connection herewith;

- (b) the loss, theft or destruction of, or any damage to, any of the Securities or certificates relating thereto; or
- (c) the performance or non-performance of BAIDURI CAPITAL hereunder,

except insofar as the same arises as a result of the negligence, fraud and/or wilful default of BAIDURI CAPITAL Provided That under no circumstances whatsoever shall BAIDURI CAPITAL be liable for any indirect or consequential loss or loss of anticipated profit or otherwise)

BAIDURI CAPITAL shall use reasonable care in the selection of any nominee, Sub-custodian, agent or delegate. BAIDURI CAPITAL shall not be liable for any loss, claim, damage, expense or liability suffered or incurred by the Customer or profit or advantage of which the Customer may be deprived, which arises from or in connection with:-

- (i) the insolvency of any Sub-custodian or nominee; or
- (ii) any act or omission of any Sub-custodian or nominee,

unless the same arises as a result of negligence, fraud or wilful default of BAIDURI CAPITAL itself Provided That under no circumstances whatsoever shall BAIDURI CAPITAL be liable for any indirect or consequential loss or loss of anticipated profit or otherwise).

BAIDURI CAPITAL shall not be liable for any act, omission or insolvency of any entity providing central depository, clearing and/or settlement facilities.

The Customer acknowledges and agrees that BAIDURI CAPITAL shall be under no duty to supervise compliance by the Customer with any restrictions on the investment powers of the Customer.

BAIDURI CAPITAL shall not be liable or have any responsibility to the Customer for any loss (including without limitation any indirect or consequential loss or loss of anticipated profit or otherwise ) or damage incurred or suffered by the Customer if the performance of BAIDURI CAPITAL's obligations is interrupted, delayed or prevented by circumstances, acts or events beyond its control. This shall include but not limited to industrial disputes, acts or regulations or any governmental or supranational bodies or authorities and breakdown, failure or malfunction of telecommunications or computer service or systems.

This clause shall survive the termination of these terms and conditions or any of the Primary Services.

5. **Statements and Information** BAIDURI CAPITAL shall provide or procure the provision to the Customer with such reports and statements concerning the Securities and at such intervals as agreed between them from time to time. BAIDURI CAPITAL will, on the request of the Customer, prepare and deliver to the Customer a statement, made up as at a date specified by the Customer (being a date not later than one calendar month before the statement is delivered to the Customer) identifying in relation to each description of the Securities:-
  - (a) the customer title documents held for the Customer by BAIDURI CAPITAL or its delegate;
  - (b) the amount of the Securities; and
  - (c) where the Securities are registrable, the number of units so held in each different name.
6. **Return of Securities custodised** The Customer shall not have any right to specific Securities custodised with or through BAIDURI CAPITAL, but will be entitled, subject to these other Clauses, to delivery by BAIDURI CAPITAL of Securities of the same class, denomination and nominal amount, and which rank pari passu with those accepted by BAIDURI CAPITAL as being the Securities so custodised, subject always to any capital reorganization or share exchange which may have occurred. Such delivery may be to the Customer or any specified third party.
7. **Authorisations** Without prejudice to **Clauses 1, 3 above and 8 below**, BAIDURI CAPITAL is authorised (but not obliged), either by itself, through a Nominee (if so, subject to **Clause 2** above) or otherwise, and whether in Brunei Darussalam or elsewhere, to do any lawful act or thing which in the

discretion of BAIDURI CAPITAL is necessary to preserve the integrity of the Securities custodised and/or any Account and/or to protect the reasonable interests of the Customer and/or BAIDURI CAPITAL.

8. **Customer Primarily Liable** Notwithstanding that the Customer may as between himself and a third party be effecting transactions on and/or in respect of any part or all of the Securities custodised for and on behalf of such third party, as between the Customer and BAIDURI CAPITAL, the Customer shall be deemed to be, and is, transacting as sole principal. The Customer acknowledges, undertakes and agrees to be always primarily liable for such transactions in all or part of the Securities custodised.
9. **Orders/Instructions** BAIDURI CAPITAL need only act on instructions (oral or otherwise) from the Customer in respect of any Account or any part or all of the Securities custodised. BAIDURI CAPITAL shall not be required to act in accordance with any instruction from the Customer which purports to dispose of or deal with Securities or other property which are in fact not held in any Account and/or which are not in fact Securities custodised.

BAIDURI CAPITAL shall only be required to act on or effect any instruction from the Customer within a reasonable time.

10. **Instructions from Third party** Any instruction (oral or otherwise) purported to be given by any person other than the Customer, need not be acted by BAIDURI CAPITAL but BAIDURI CAPITAL is authorised to act on any and all such instructions which BAIDURI CAPITAL in good faith has reason to believe is from the Customer as soon as such instructions have been received by BAIDURI CAPITAL without requiring written confirmation thereof. BAIDURI CAPITAL shall not be liable for any loss (including without limitation any indirect or consequential loss or loss of anticipated profit or otherwise), damage, cost, charge and expense incurred by the Customer as a result of BAIDURI CAPITAL so acting. This clause shall survive the termination of these terms and conditions or any of the Primary Services.
11. **Representations, Warranties and Undertakings** The Customer represents, warrants and undertakes that:-
  - (a) he is the legal and beneficial owner of the Securities custodised;
  - (b) the Securities custodised are fully paid up and paid for, in the required or regular form and in good delivery order; and
  - (c) there is no defect in title, security interest or encumbrance affecting the Securities custodised.
12. **Security** In addition and without prejudice to the foregoing, all Securities custodised are hereby charged by way of first fixed charge to BAIDURI CAPITAL as continuing security for all of the Customer's liabilities to BAIDURI CAPITAL whether the same accrue under or pursuant to the Account or otherwise. The following provisions of this **Clause 12** will apply mutatis mutandis to the security created under this Clause. Save for the charge mentioned in this Clause, the Customer will not create nor will he allow to be created any security interest of whatsoever nature over any part of all the Securities custodised without prior consent in writing of BAIDURI CAPITAL.

As continuing security for the Outstanding Balance and all other obligations and liabilities owing to BAIDURI CAPITAL under, or in connection with the Account (collectively the "Secured Obligations"), the Customer hereby assigns all the Collateral to BAIDURI CAPITAL by way of security/collateral. Without prejudice to the generality of the foregoing and (i) insofar as the Collateral comprises securities, the Customer hereby charges the Collateral, with full title guarantee and by way of first fixed charge all the Customer's rights, benefits, title, interest and entitlements in or to or arising from:-

- (a) all securities (including both scrip and Book Entry Securities) comprising Collateral both present and future together with any substituted and/or additional securities which the Customer may now or hereafter hold or beneficially own, and which are or are given over to the possession and control of BAIDURI CAPITAL;
- (b) all dividends, interest and other monies payable in respect of the said Securities and all other rights, benefits and proceeds in respect of or derived from the same (whether by way of redemption, bonus, preference, option, substitution, conversion or otherwise) ("**Related Assets**");

and in each case whether or not the same is constituted, evidenced or represented by scrips, certificates or other documents evidencing title thereof for which are now or hereafter deposited with or delivered to or



transferred to or lodged with or registered or held by BAIDURI CAPITAL or its nominees, representatives, correspondents or agents (whether in the name of or held in the account of or to the order of or under the control and direction of BAIDURI CAPITAL or its nominees, representatives, correspondents or agents) or in BAIDURI CAPITAL's possession or custody or the custody or the possession of its nominees or transferred to or lodged with BAIDURI CAPITAL or its nominees by the Customer or by others in the Customer's name(s) or for the Customer's account or sub-account or at the Customer's request or with the Customer's consent, whether for safe custody, security, collection or for any specific purpose or generally (hereinafter collectively and individually called the "**Charged Securities**"), in favour of BAIDURI CAPITAL for the payment and discharge of all the Secured Obligations; and (ii) insofar as the Collateral comprises cash or cash equivalent, the Customer agrees that all right, title and interest in and to any such cash or cash equivalent (collectively "**Cash Collateral**") which is transferred or given over to BAIDURI CAPITAL shall vest in BAIDURI CAPITAL free and clear of any liens, claims, charges or encumbrances or any other interest of the Customer or of any third person; and nothing in these terms is intended to create or does create in favour of BAIDURI CAPITAL an interest only by way of any mortgage, charge, lien, encumbrance or other security interest in any Cash Collateral.

The Customer hereby covenants with BAIDURI CAPITAL to discharge the Secured Obligations and to perform observe and comply with all the undertakings, covenants, stipulations, terms and conditions set forth herein.

In respect of Charged Securities which are Book Entry Securities, the security interest created hereunder shall be created and/or perfected (as the case may be), in accordance with the provisions of this Clause and the other relevant provisions of this document.

The Customer shall (unless otherwise directed by BAIDURI CAPITAL from time to time) forthwith authorise and procure the transfer of the Charged Securities which are book-entry securities or which are held by the Customer or the Customer's Depository Agent (or such part thereof as shall be required by BAIDURI CAPITAL) from any of the Customer's Account(s) to BAIDURI CAPITAL's Account with CDP or other depositories or BAIDURI CAPITAL's sub-account(s) with its Depository Agent or any account of BAIDURI CAPITAL's nominees as BAIDURI CAPITAL may direct.

BAIDURI CAPITAL, whether acting by itself or through its nominee, may in BAIDURI CAPITAL's sole and absolute discretion from time to time, require the Customer to execute or authorise and procure the due execution and registration, in favour of BAIDURI CAPITAL and/or its nominees, the instrument(s) of assignment and/or instrument(s) of charge or any other prescribed form of transfer, request or application for transferring or creating security interest over the Charged Securities or any interest therein favour of BAIDURI CAPITAL or its nominees which are or are capable of being converted into book-entry securities and the Customer shall forthwith execute such instrument(s) or form(s) as BAIDURI CAPITAL and/or its nominees may direct.

Without prejudice to the foregoing, where the Charged Securities which are book-entry securities over which a security interest hereunder to be created remains in an account or sub-account of the Customer with a Depository Agent, who is also BAIDURI CAPITAL or the Depository Agent of BAIDURI CAPITAL, such Depository Agent is irrevocably authorised as agent of the Customer to execute any and all forms, notices, instruments, transfers, authorizations, agreements or documents as BAIDURI CAPITAL may from time to time require or deem necessary or desirable to effect or perfect the creation in favour of BAIDURI CAPITAL of a security interest over the Charged Securities, as directed by BAIDURI CAPITAL from time to time at BAIDURI CAPITAL's discretion and the Customer hereby ratifies and confirms and undertakes at all times to allow, ratify and confirm all and whatsoever such agent shall do or cause to be done in respect of any and all such forms as instructed by BAIDURI CAPITAL and that the Customer's agent shall be indemnified by the Customer against all costs, charges, expenses and losses which it may incur so doing.

BAIDURI CAPITAL and/or its nominees shall have the sole and absolute discretion to determine from time to time, whether or not to register the Charged Securities (whether or not they are book entry-entry securities) or any part thereof in BAIDURI CAPITAL's name and/or the name of its nominees including (without prejudice to the generality of the foregoing) the power to deliver and deposit with and/or withdraw and/or transfer from the CDP the Charged Securities or any part thereof.

If at any time there are Related Assets, which have been charged or assigned to BAIDURI CAPITAL hereunder, the Customer undertakes, as and when required by BAIDURI CAPITAL, to further execute

forthwith such documents and to give such instructions as to effect the creation, in favour and at the option and discretion of BAIDURI CAPITAL, of a security interest by way of mortgage, assignment, charge, pledge, encumbrance, lien or other security on such Related Assets.

Without prejudice to the generality of any provisions of this document or any other agreement or any other powers granted by Customer to BAIDURI CAPITAL, as security for the discharge of the Secured Obligations, the Customer hereby covenants that it will forthwith on request by BAIDURI CAPITAL and/or its nominees and for that purpose BAIDURI CAPITAL through any of its authorised officers is irrevocably authorised as agent of the Customer to execute any and all forms, notices, instruments, transfers, authorisations, agreements or documents as BAIDURI CAPITAL may from time to time require or deem necessary or desirable to open, operate, keep and maintain in relation to the Charged Securities one or more sub-account(s) with BAIDURI CAPITAL (if an authorised Depository Agent) or the Depository Agent with whom BAIDURI CAPITAL also maintains a sub-account for the purposes of this charge in relation to the Charged Securities, and do all such things in connection with such account(s) and/or sub-account(s) as BAIDURI CAPITAL and/or its nominees shall think fit (including but not limited to giving instructions to the CDP and other depositories, the relevant Depository Agent and/or its nominees in relation to the Charged Securities for transfer of the Charged Securities for transfer of the Charged Securities from the Customer's Account(s) to a sub-account or sub-accounts) with BAIDURI CAPITAL or the Depository Agent with whom BAIDURI CAPITAL also maintains a sub-account for the purposes of this charge for purpose of securing the discharge of the Secured Obligations and/or perfecting the title or security interest of BAIDURI CAPITAL to the Charged Securities and the Customer hereby ratifies and confirms and undertakes at all times to allow, ratify and confirm all and whatsoever BAIDURI CAPITAL as the Customer's agent shall do or cause to be done in respect of any and all such forms as instructed by BAIDURI CAPITAL and that the Customer's agent shall be indemnified by the Customer against all costs, charges, expenses and losses which it may incur in so doing

- 12A. Enforcement of Security** Where applicable, the Customer agrees that section 21 of the Singapore Conveyancing and Law of Property Act ("CLPA") shall not apply to the security created under **Clause 12** above and that where applicable, BAIDURI CAPITAL may exercise the power of sale conferred on mortgagees by CLPA (as varied and extended by these Clauses) free from the restrictions imposed by section 25 thereof. The security shall become immediately enforceable and the power of sale and other powers conferred by section 24 of the CLPA (as varied and extended by these Clauses) shall, where applicable, immediately exercisable at any time after the Customer shall have failed to pay or satisfy when due and in the manner provided or on demand, any part of the Outstanding Balance and at any time the Customer is in breach of any of these terms and conditions. Without prejudice to the foregoing, BAIDURI CAPITAL may, to the maximum extent permitted by law, sell, transfer, assign, use or otherwise dispose of the Charged Securities either separately or together with identical property provided by other customers/parties after the Customer shall have failed to pay or satisfy when due and in the manner provided or on demand, any part of the Outstanding Balance and at any time the Customer is in breach of any of these terms and conditions.
- 13. Further Assurance** The Customer shall, when required by BAIDURI CAPITAL, execute (a) such further legal or other charges or assignments in favour of BAIDURI CAPITAL, as it shall from time to time require, and on such terms as BAIDURI CAPITAL may decide, over any, some or all of the Collateral and all rights relating thereto both present and future; and, (b) other transfers or documents which BAIDURI CAPITAL may from time to time require for perfecting its title to the same or enabling it to vest the same in itself or its Nominees or in any purchaser, including without limitation, any forms used in relation to any Book-Entry Securities for the creation of any form of statutory security interests.
- 14. Set-off rights** Without prejudice to any other right which BAIDURI CAPITAL may have whether under law, this Document (particularly pursuant to **Clause 7 of Section 1** above) or otherwise, BAIDURI CAPITAL is expressly conferred by the Customer a right to effect a set-off against the Customer's obligations to BAIDURI CAPITAL whether referable to the Customer's cash account any money or credit balance in any account of the Customer with BAIDURI CAPITAL or maintained by BAIDURI CAPITAL for the Customer's benefit
- 15. Default and Termination** In the event that any of the events set out in **Clause 21 of Part B, Section 1** occurs, then in addition to the rights set out in **Clause 21 of Part B, Section 1**, BAIDURI CAPITAL shall be further entitled to immediately enforce the security created by way of disposing or

otherwise dealing with any part or all of the Securities custodised using or employing any and all powers granted hereunder or otherwise to a mortgagee or chargee under the laws of Brunei Darussalam.

- 16. Fees and Expenses** In consideration of the services provided by BAIDURI CAPITAL hereunder, the Customer shall pay to BAIDURI CAPITAL fees (exclusive of goods and services or other relevant value added tax) as agreed or as may be varied and notified by BAIDURI CAPITAL to the Customer.

The Customer shall on demand, pay to or reimburse (or shall procure payment to or reimbursement of) BAIDURI CAPITAL for all expenses including without limitation, management or supervisory fees, agents and other advisers' fees, disbursements and operating expenses incurred in connection with:-

- (a) the performance by BAIDURI CAPITAL of its obligations hereunder; and
- (b) the enforcement or preservation by BAIDURI CAPITAL of its rights hereunder, together with any applicable goods and services tax or other tax thereon.

The Customer hereby authorises BAIDURI CAPITAL to debit the Customer's Account with all amounts due or which may become owing by the Customer to BAIDURI CAPITAL hereunder, together with any applicable goods and services or other value added tax, thereon.

- 17. Stamp Duty:** The Customer agrees to pay all stamp duty payable to the Brunei Government from time to time.