

# Customer Futures Account Agreement

In consideration of the acceptance by Charles Schwab Singapore Pte. Ltd., its agents, and assigns (collectively, "Charles Schwab Singapore") of your application to open one or more accounts (if more than one account is carried by Charles Schwab Singapore, all are covered by this Agreement and are referred to collectively as the "account") and Charles Schwab Singapore's agreement to act as your broker for the execution, clearance, and/or carrying out of transactions for the purchase and sale of commodity futures contracts, forward contracts, commodity options, and physical commodities (collectively, "commodity interests"), you (hereafter, the "Customer") agree as follows:

## 1. CONDITIONS PRECEDENT

**1.1** Before Charles Schwab Singapore may open an account for Customer, Customer is required to acknowledge by signing (in writing) that Customer has received, read, and understood the nature and contents of the Risk Disclosure Statement as set out in the Appendix.

**1.2** Notwithstanding such acknowledgment by Customer, Charles Schwab Singapore is in no way obliged to open and/or maintain an account for Customer, to accept any order from Customer, or to enter into any transaction with Customer.

## 2. APPLICABLE LAWS, RULES, AND REGULATIONS

**2.1** Customer's relationship with Charles Schwab Singapore hereunder, the opening, maintaining, and operation of all accounts, the implementation and execution of all orders, and the entry into and settlement of all transactions, shall be subject to the terms of this Agreement and to (a) all applicable laws and regulations, the regulations, rules, and orders of all regulatory and self-regulatory organisations having jurisdiction over the relevant account or transaction (collectively, "regulations") and (b) the constitution, bylaws, rules, regulations, orders, resolutions, interpretations, customs, and usages (collectively, "rules") of the contract market, board of trade, other market, and any associated clearing organisation (each an "exchange"), if any, on or subject to the rules of which such transaction is executed and/or cleared and Charles Schwab Singapore, its affiliates and assigns, and their respective partners, directors, employees, officers, or agents shall not be liable to Customer for any action taken in compliance with applicable regulations or exchange rules. The reference in the preceding sentence to applicable regulations and exchange rules is solely for the protection of Charles Schwab Singapore, its affiliates, and assigns, and any of their failure to comply therewith shall not constitute a breach of this Agreement or relieve Customer of any obligation or responsibility under this Agreement.

**2.2** Customer acknowledges that his or her application to open an account or to undertake a transaction may be subject to, *inter alia*, Charles Schwab Singapore having established that Customer has the requisite knowledge and/or competence under all applicable laws (including relevant Customer Account Review and, if relevant, Customer Knowledge Assessment requirements under the Securities and Futures

Act [Cap. 289] of Singapore ["SFA"]) ("Customer Assessment"). Where Charles Schwab Singapore has determined that such Customer Assessment is required of Customer under applicable law:

**2.2.1** If Customer is assessed or deemed by Charles Schwab Singapore not to possess the requisite knowledge and competence, Charles Schwab Singapore may refuse to permit Customer to open an account and/or to enter into any such transaction, without Charles Schwab Singapore incurring any liability whatsoever to Customer; and

**2.2.2** Customer may be assessed or deemed not to possess the requisite knowledge or competence in accordance with applicable laws or by reason of Customer's failure or refusal to provide all relevant information and documents to Charles Schwab Singapore for such Customer Assessment.

To the fullest extent permitted by law, in conducting any Customer Assessment, Charles Schwab Singapore does not undertake any duty or obligation to ensure that any transaction is suitable or recommended for Customer, and Charles Schwab Singapore shall not be regarded as making any recommendation or suitability representation to Customer by reason only that Charles Schwab Singapore permitted Customer to open an account or to enter into any transaction.

**2.3** For the purposes of this Agreement, the term "Customer Account Review" shall have the meaning ascribed to it in the Notice on the Sale of Investment Products (the "MAS Sale Notice") issued by the Monetary Authority of Singapore ("MAS") under the SFA, and the term "Customer Knowledge Assessment" shall have the meaning ascribed to it in the MAS Sale Notice and the Notice on Recommendations on Investment Products issued by MAS under the Financial Advisers Act (Cap. 110) of Singapore.

## 3. TRANSACTION AUTHORIZATION

**3.1** Customer authorises Charles Schwab Singapore to purchase and sell commodity interests for Customer's Account based upon Customer's written, oral, or electronic instructions. Customer further authorises Charles Schwab Singapore to use such third parties, including, without limitation, executing brokers, floor brokers, and clearing firms, as it deems appropriate in the routing, execution, clearance, and settlement of such transactions. Charles Schwab Singapore may utilize the services of a clearing Futures Commission Merchant (the "FCM") in the execution, clearance, and settlement of commodity interest transactions. Customer hereby authorises Charles Schwab Singapore to transfer Customer's funds and commodity interests to and from such clearing FCMs in order to facilitate such transactions, including such amount of excess funds which in our commercially reasonable judgment (or in that of the clearing FCM) may be required to avoid margin calls or to reduce a debit balance in such accounts. Customer shall be bound by his or her written, oral, or electronic instructions regarding the Account, and Charles Schwab Singapore may reasonably rely on and act in accordance with such instructions.

**3.1.1 Risk Acknowledgment.** Customer understands and acknowledges that futures trading is inherently speculative and involves leverage and potentially rapidly moving markets. See the Appendix, *infra*, Risk Disclosure Statement, for further discussion of the risks of trading in Futures Contracts or leveraged Foreign Exchange Contracts. Customer acknowledges that he or she will be financially responsible for all transactions in commodity interests in the Account. Customer may sustain a total loss of the funds that he or she deposits with the firm to establish or maintain a position in the commodity futures market, and Customer may incur losses beyond these amounts. If Customer does not deposit additional margin funds in order to maintain his or her position within the time required by the firm, Customer's position may be liquidated at a loss without notice to Customer and without Customer's consent, and Customer will be liable for any resulting deficit in your Account.

## 4. NO ADVISORY RELATIONSHIP

4.1. Customer understands and accepts that Charles Schwab Singapore, whether orally, in writing, or through its website or otherwise, provides no tax, legal, trading, or investment advice of any kind, nor does Charles Schwab Singapore give advice or offer any opinion with respect to the nature, potential value, or suitability of any particular commodity interests, transaction, or investment or trading strategy. Customer further understands that while Customer may be able to access investment research reports or other analytical tools through the Internet from the website, including computerized online services, the availability of such information does not constitute a recommendation on Charles Schwab Singapore's part to buy or sell any of the commodity interests discussed therein or to engage in any of the investment or trading strategies presented therein. Any investment decisions Customer makes must be based solely on Customer's own evaluation of Customer's financial circumstances and investment objectives and the suitability for Customer of any commodity interests, transaction, or any investment or trading strategy. It is Customer's sole responsibility to ensure that Customer understands any transaction that Customer intends to transact, and Customer should seek advice from Customer's own independent legal, tax, and financial advisors as Customer deems necessary before entering into any transaction. Customer acknowledges that Charles Schwab Singapore is acting solely as a broker in connection with any transactions in the account and is not acting as a fiduciary to Customer and has no discretionary authority or control over Customer's account.

## 5. CUSTOMER'S INFORMATION

5.1 For the purposes of opening and maintenance of an account, Customer agrees to immediately provide Charles Schwab Singapore with any and all information and documents that Charles Schwab Singapore may from time to time request from Customer, including such information and documents as Charles Schwab Singapore may require under applicable law, such as to satisfy and/or fulfill its legal and regulatory requirements under the SFA—in particular, those relating to the prevention of money laundering and countering the financing of terrorism, whether issued by the MAS or otherwise, or pursuant to the request or requirement of any court of competent jurisdiction; governmental, regulatory, tax, or other agency, authority, or body; exchange, clearinghouse, broker, dealer, market-maker, clearing agent, or relevant third party; whether in or outside Singapore.

5.2 Customer represents and warrants that the information provided to Charles Schwab Singapore at any time, including without limitation in his or her application to open an account, upon opening an account, when setting up his or her account profile, when completing Charles Schwab Singapore's Customer Assessment documentation, when giving an order, when entering into a transaction, and any and all other information and documents requested by Charles Schwab Singapore, is true, complete, accurate, and not misleading in any respect. Customer further understands that he or she has a duty to, and agrees and undertakes to, immediately update such information and documents with Charles Schwab Singapore if such information, documents, or financial circumstances of Customer change, and further represents and warrants that such updated information and documents will be true, com-

plete, accurate, and not misleading in any respect. If Customer fails to do so, Charles Schwab Singapore shall not be responsible for any resulting loss, damage, claim, action, or cost to Customer.

## 6. PAYMENTS TO CHARLES SCHWAB SINGAPORE

6.1 Customer agrees to pay to Charles Schwab Singapore:

6.1.1 Commission and service charges at rates established by Charles Schwab Singapore from time to time, and regulatory fees for each transaction in connection with the account;

6.1.2 Funds which may be advanced by Charles Schwab Singapore for the account, and any other costs incurred by Charles Schwab Singapore occasioned by effecting commodity interest transactions for Customer or carrying the account;

6.1.3 The amount of any debit balance or any other liability that may result from transactions executed for the account; and

6.1.4 Interest on any funds advanced by Charles Schwab Singapore at the rates then charged by Charles Schwab Singapore and service charges, together with any reasonable costs and attorney's fees incurred in collecting any such debit balance or liability.

6.2 Charles Schwab Singapore may debit the account to collect such payments and if, in the discretion of Charles Schwab Singapore, the account does not have sufficient funds for such purpose, Customer shall make such payments immediately following Charles Schwab Singapore's request for payment. Payments shall be made in immediately available United States dollars ("U.S. dollars") to Charles Schwab Singapore at the address shown in Section 14 or in such other manner as Charles Schwab Singapore shall notify the Customer. Customer acknowledges that Charles Schwab Singapore does not have any obligation to establish uniform commission rates and that Charles Schwab Singapore therefore determines the applicable commission rates in such manner as it deems fit from time to time.

## 7. MARGINS; PREMIUMS

7.1 Customer agrees at all times to maintain adequate margins in the account so as continually to meet the initial and maintenance margin requirements established by Charles Schwab Singapore in its discretion from time to time.

7.2 Charles Schwab Singapore's margin requirements may exceed the margin requirements set by any exchange or other regulatory authority and need not be uniform as among customers or commodity interests.

7.3 Customer agrees to pay to Charles Schwab Singapore the amount of the premium for every option purchased for the account. Customer agrees to deposit margins and pay premiums immediately upon the request of Charles Schwab Singapore. Payments shall be made in immediately available U.S. dollars to Charles Schwab Singapore at the address shown in Section 14 or in such other manner as Charles Schwab Singapore shall notify the Customer.

7.4 Customer consents to Charles Schwab Singapore having the right to retain any interest with respect to any cash margins deposited in the account.

## 8. LIQUIDATIONS

8.1 Whenever it is necessary for our protection or to satisfy a margin deficiency, debit, or other obligation owed us, we may (but are not required to) sell, assign, and deliver all or any part of the commodity interests or other property securing Customer's obligations or close any or all transactions in his or her Account. It is our policy to attempt to contact Customer, when practicable, before liquidating any positions in his or her Account; however, we reserve the right to take any such action without prior notice or demand for additional collateral and free of any right of redemption. Any prior demand, call, or notice will not be considered a waiver of our right to sell or buy without demand, call, or notice. Customer further agrees to be responsible for all costs and commissions related to such liquidations.

**8.2** Notwithstanding any oral communications between Customer and us, we reserve the right to liquidate anytime if the equity in Customer's Account falls below our minimum requirements or whenever, in our sole discretion, we feel uncomfortable with the adequacy or nature of the collateral in Customer's Account. Customer will continue to be held liable on demand for any debit balance remaining after liquidation of assets in his or her Account.

**8.2.1** For our protection against credit risks and other conditions, we may, without prior notice, decline, cancel, or reverse Customer's orders or instructions, or we may place trading, disbursement, and other restrictions on Customer's Account.

**8.2.2** We may choose which commodity interests or other property to buy or sell, which transactions to close, and the sequence and timing of liquidation. We may take such actions on whatever exchange or market and in whatever manner (including public auction or private sale) that we choose in the exercise of our business judgment. Customer agrees not to hold us liable for the choice of which commodity interests or other property to buy or sell or of which transactions to close or for timing or manner of liquidation.

**8.2.3** We may transfer commodity interests or other property from a Charles Schwab Singapore brokerage account in which Customer has an interest, regardless of whether there are other account holders on either account, if we determine that Customer's obligations are not adequately secured or to satisfy a margin deficiency or other obligation. Customer agrees to pay on demand any account deficiencies after liquidation, whether liquidation is complete or partial.

**8.2.4** We are entitled to exercise the rights described in this section at our sole discretion, including, but not limited to, whenever any of the following occurs:

- The equity in Customer's Account falls below required minimums or we become uncomfortable, in our sole discretion, with the adequacy of the collateral in Customer's Account;
- Sufficient funds, securities, or other property are not deposited to pay for transactions in the Account;
- A petition for bankruptcy or for the appointment of a receiver is filed by or against Customer;
- An attachment is levied against any of Customer's brokerage accounts with us;
- Customer dies or becomes incapacitated or incompetent; or
- Customer's Account is closed.

## **9. DELIVERY, EXERCISE, AND ASSIGNMENTS**

**9.1** Customer acknowledges that making or taking delivery on a commodity interest contract may involve a much higher degree of risk than liquidating a position by offset and that Charles Schwab Singapore has no control over and makes no warranty with respect to grade or quality of tolerances of commodities to, and for the account of the Customer, delivered or to be delivered. Customer will take whatever actions are necessary to prevent making or taking physical delivery of any commodity interest contracts through Charles Schwab Singapore, and Charles Schwab Singapore may take such actions it deems necessary, in its sole discretion, to prevent the physical delivery of any futures contracts through Charles Schwab Singapore, including, without limitation, offsetting open futures positions or rolling forward such open positions to a deferred contract month. Notwithstanding the foregoing, in the event that Charles Schwab Singapore, in its sole discretion, agrees to make or take physical delivery under any commodity interest contract on Customer's behalf, Customer shall, upon Charles Schwab Singapore's request, provide Charles Schwab Singapore with timely and satisfactory assurances that Customer can fulfill Customer's obligation to make or take delivery under any such contract. Moreover, Charles Schwab Singapore shall have no liability to Customer in taking physical delivery of any commodity interest contracts purchased or held by Customer. Customer shall furnish Charles Schwab Singapore with property deliverable by it under any such

contract in accordance with Charles Schwab Singapore's instructions and shall deposit with Charles Schwab Singapore the full dollar value of commodities or securities to be delivered immediately upon demand therefor.

**9.2** Charles Schwab Singapore shall not have any obligation to exercise any long option contract unless Customer has furnished Charles Schwab Singapore with exercise instructions and sufficient initial margin with respect to each underlying futures contract not less than two (2) business days prior to the last day of trading in such option. If Charles Schwab Singapore has not received such instructions from Customer in a timely manner, we may permit the contracts to expire. Customer also understands that certain exchanges and clearinghouses automatically exercise some "in-the-money" options unless instructed otherwise. Customer accepts full responsibility for exercising or preventing the exercise of an option contract, in accordance with Customer's wishes. Charles Schwab Singapore is not obligated to take action to prevent the exercise of an option.

**9.3** If timely exercise and delivery instructions are not provided to Charles Schwab Singapore, Customer waives all claims for damage or loss against Charles Schwab Singapore arising out of the failure to exercise or make delivery.

**9.4** According to the policy and practice of our clearing agents, assignments are distributed on a random basis among all holders of eligible options among the accounts carried on their books. All short options positions, including a leg of a spread, are liable for assignment. The method for random assignment is available upon request by contacting us. Customer's assignments and exercises will be processed and visible in his or her account by the business day following expiration.

## **10. ACCOUNT CLOSURE**

**10.1** Charles Schwab Singapore reserves the right to close Customer's Account at any time and for any reason. We will provide Customer with written notice if we exercise such discretion and determine to close Customer's Account. If Customer has a position in any commodity interest in his or her Account, Customer authorizes us to liquidate said position in connection with an Account closure. We may also restrict Customer's Account from various activities (e.g., opening new positions) in certain circumstances in our sole discretion. Upon closing Customer's Account, we will transfer the cash balance to Customer's Charles Schwab Singapore securities account, in our sole discretion. In computing the cash balance of Customer's Account at the time it is closed, we reserve the right to deduct any unpaid fees or charges (including account service fees) related to Customer's Account. Customer agrees not to hold us responsible for any losses incurred in connection with the restriction or closure of his or her Account.

## **11. FOREIGN CURRENCY**

**11.1** If, for Customer's Account, Charles Schwab Singapore enters into any commodity interest transaction which is effected in a foreign currency:

**11.1.1** Any profit or loss caused by changes in the rate of exchange between such currency and U.S. dollars shall be for Customer's Account and risk; and unless another currency is designated in the confirmation for such transaction, all margin for such transaction, any profit or loss on the liquidation of such transaction, and any other payment between the Customer and Charles Schwab Singapore under this Agreement shall be in U.S. dollars at a rate of exchange determined by Charles Schwab Singapore in its discretion on the basis of the prevailing market rates of exchange for such foreign currency; and

**11.1.2** Customer agrees that Charles Schwab Singapore or its clearing agent may convert foreign currency to and from U.S. dollars at prevailing exchange rates in their discretion without prior notice to Customer. Customer agrees that actual conversions of foreign currencies to U.S. dollars and U.S. dollars to foreign currencies may occur at rates which may differ from the rates displayed in Customer's online account. Customer further agrees that such rates are subject to daily fluctuation.

## 12. POSITION LIMITS

**12.1** Customer acknowledges and agrees that Charles Schwab Singapore has the right at its discretion to limit the number of open positions (net or gross) that Customer may execute, clear, and/or carry with or acquire through it. Customer agrees:

**12.1.1** Not to make any trade which would have the effect of exceeding the limitations thus imposed on him or her; and

**12.1.2** That Charles Schwab Singapore may require Customer to reduce open positions carried with Charles Schwab Singapore or may refuse to accept any order from Customer which establishes a new position.

**12.2** Charles Schwab Singapore may require such limitation, reduction, or refusal whether or not such limitation, reduction, or refusal is required by applicable regulations or exchange rules (as defined in Section 2) from time to time. Customer shall comply with all position limits established by any regulatory or self-regulatory authority or any exchange. In addition, Customer agrees to notify Charles Schwab Singapore promptly if Customer is required to file position reports with any regulatory or self-regulatory authority or with any exchange.

**12.3** Customer expressly authorises us to liquidate or close out any of his or her open positions, without notice to Customer and without Customer's consent, in our sole and absolute discretion, if and when Customer's open positions exceed applicable position limits so as to reduce such open positions to a level that is in compliance with such limits. Customer will bear and be solely responsible for any losses, fees, or commissions associated with such a reduction or liquidation.

## 13. APPROVAL OF APPLICATION, CREDIT VERIFICATION, AND ACCOUNT INFORMATION

**13.1** By submitting an Account Application, Customer authorises us to:

- Verify his or her identity, creditworthiness, and other information (and his or her spouse's, if Customer lives in a community property state). To obtain verification, we may contact Customer's employer (and his or her spouse's, if applicable), obtain consumer and credit reports, and make other inquiries, but we are not obligated to do so.
- Provide information about Customer and his or her Account to consumer and credit reporting agencies and collection agencies.

**13.2** Customer further authorises Charles Schwab Singapore to obtain copies of his or her consumer and credit reports at its discretion, at any time, for reasons including, but not limited to, the following:

- To collect a debit balance in Customer's Account;
- To investigate, detect, and prevent fraud involving Customer or Customer's Account;
- To help us evaluate whether to grant, extend, or modify the terms and conditions of any credit Customer has applied for or received; and
- If a deposit of funds or securities to Customer's Account is returned.

**13.3** We may deny Customer's Account Application or may decline to offer him or her certain services available under the Account Agreement in our sole discretion for any reason.

## 14. NOTIFICATIONS

**14.1** We will direct most written communications to the email address of record or by posting electronic messages to Customer's secure account, and oral communications to the telephone number of record, or as Customer otherwise specifies. Any communications we direct to such an address, facsimile, or telephone number, whether by mail, facsimile, telegraph, messenger, electronic mail, voice mail, or otherwise, are considered delivered to Customer personally, whether or not he or she

actually receives it. All information will be binding upon Customer, if he or she does not object, either in writing or via electronic mail, within ten (10) days after delivery. Customer agrees to keep current his or her Account contact information (including email address, mailing address, and telephone number[s]) and agrees that we are not responsible for any non-delivery of notices caused by Customer's failure to do so.

**14.2** If Customer wants to communicate with Charles Schwab Singapore, please address correspondence to:

Charles Schwab Singapore Pte. Ltd.  
1 George Street  
#07-01A  
Singapore 049145  
Attention: Compliance Department

Telephone: +65 6536 3922

Or to such other address or telephone numbers and/or to the attention of such other person as Charles Schwab Singapore shall from time to time specify in writing or via its website.

## 15. ORDER ENTRY SERVICES

**15.1** From time to time, we may make available services (referred to in this section as the "order entry services") that allow Customer to place orders and obtain market data and other information via telephone, computer, or other electronic means. Customer agrees to use the order entry services to enter his or her orders as the exclusive means for entering his or her orders. Charles Schwab Singapore may, in its sole discretion, remove particular commodity interests from the list of commodity interests that can be purchased or sold using electronic services due to volatility or other market factors. The electronic order entry services may require Customer to use a number or password to access his or her Account. Customer is responsible for the confidentiality and use of his or her access number, password, and account number, and for all transactions initiated through these means. Any orders communicated to us through these means will be considered to have been sent and authorised by Customer.

**15.2** Customer also agrees to notify us immediately if he or she:

- Becomes aware of any loss, theft, or unauthorised use of his or her access number, password, or account number; or any unauthorised use of the services or the market data.
- Fails to receive a message that an order he or she initiated through the services has been received or executed.
- Fails to receive an accurate written confirmation of an order or its execution.
- Receives confirmation of an order that he or she did not place.

**15.3** Customer agrees to pay all subscription, service, and use fees, if any, that we charge for the order entry services. We may treat such fees as a debit to Customer's Account and deduct the amount of these fees from any credit balance in Customer's Account or in Customer's corresponding Schwab securities account. We will not be liable for lost profits, trading losses, or other damages resulting from the delay or loss of use of the services. In any case, our liability arising from any legal claim (whether in contract, tort, or otherwise) relating to the services will not exceed the amount Customer has paid for use of the services. Additional details about Customer's rights and obligations concerning the electronic services provided by Charles Schwab Singapore can be found in the Electronic Services Agreement.

## 16. CHARLES SCHWAB SINGAPORE'S DUTIES AND LIABILITIES

**16.1** Customer acknowledges and agrees:

**16.1.1** That the commissions which Charles Schwab Singapore receives are consideration solely for the execution, clearance, and reporting of Customer's trades and the carrying of positions resulting from those trades until they are liquidated. Charles Schwab Singapore assumes no other duty or responsibility, fiduciary or other-

wise, to Customer, except with respect to the safekeeping of Customer's funds, securities, or other property deposited with Charles Schwab Singapore;

**16.1.2** That the agency relationship between Customer and Charles Schwab Singapore extends only to the foregoing and that, as to margins, value of commodities bought and sold, and all other sums due, or which may become due, to Charles Schwab Singapore from Customer, the relationship of Customer to Charles Schwab Singapore is that of debtor and creditor;

**16.1.3** To waive any claims, rights, or causes of action which Customer has or may have against Charles Schwab Singapore and/or its directors, officers, employees, or agents arising in whole or in part, directly or indirectly, out of any act or omission of Charles Schwab Singapore's agent or any of the foregoing persons or any other person, whether or not legally deemed an agent of, or to otherwise represent, Charles Schwab Singapore generally or for a particular purpose, who refers or introduces Customer to Charles Schwab Singapore or places orders with Charles Schwab Singapore for Customer;

**16.1.4** To waive any claims or rights Customer may have against Charles Schwab Singapore and/or its directors, officers, employees, or agents for any special, indirect, consequential, economic, and/or punitive damages and to limit any claims or rights arising out of this Agreement or the account to direct damages;

**16.1.5** That if Customer has authorised any third party or parties to place orders or effect transactions in the account, such party has been independently selected by Customer based on Customer's own evaluation and assessment of such party, and such party is solely the agent of Customer; any designation or change of designation by Customer or persons authorised to trade for the account or otherwise to give instructions to Charles Schwab Singapore with respect to the account shall be effective only when given by Customer in writing, if all applicable registration requirements under regulations, exchange rules, or otherwise are satisfied (including, but not limited to, those required pursuant to Bylaw 1101 [Prohibition] of the United States National Futures Association Manual) and if such authorization has been acknowledged by Charles Schwab Singapore in writing;

**16.1.6** That any trading, market, or other information furnished to Customer by Charles Schwab Singapore is incidental to the conduct of Charles Schwab Singapore's business in trading in futures contracts for its customers and does not constitute an offer to sell (or buy) or the solicitation of an offer to buy (or sell) any commodity interest or as advice or recommendation; any such information, although based upon sources that may be deemed by Charles Schwab Singapore to be reliable, may be incomplete or unverified and may be changed by Charles Schwab Singapore without notice to Customer, and accordingly, Charles Schwab Singapore makes no representation, warranty, or guarantee as to the accuracy or completeness of any information furnished to Customer;

**16.1.7** That Charles Schwab Singapore and its directors, officers, employees, and agents may have a position in and may buy or sell commodity interests which are the subject of information furnished to Customer, and that the position or transactions of Charles Schwab Singapore or any such persons may or may not be consistent with information furnished to Customer by Charles Schwab Singapore; and

**16.1.8** That Customer will not commence any legal proceeding against Charles Schwab Singapore and/or its directors, officers, employees, or agents arising directly or indirectly out of this Agreement until all debit balances in the account have been paid to Charles Schwab Singapore; provided that such payment shall be without prejudice to Customer's right to claim that any errors in such debit balance have not been corrected.

## **17. EXTRAORDINARY EVENTS**

**17.1** Customer shall have no claim against Charles Schwab Singapore for any loss, damage, liability, cost, charge, expense, penalty, fine, or tax caused directly or indirectly by:

**17.1.1** Governmental, court, exchange, regulatory, or self-regulatory restrictions or rulings;

**17.1.2** Suspension or termination of trading;

**17.1.3** War, civil, or labor disturbance;

**17.1.4** Delay or inaccuracy in the transmission or reporting of orders due to a breakdown or failure of transmission or communication facilities;

**17.1.5** Failure or delay by any exchange or related clearing organisation to enforce its rules or to pay to Charles Schwab Singapore any margin due in respect of Customer's account; or

**17.1.6** Any other cause or causes beyond Charles Schwab Singapore's reasonable control.

## **18. TRADE REPORTS, CONFIRMATIONS, STATEMENTS, AND OTHER ACCOUNT-RELATED COMMUNICATIONS**

**18.1** Charles Schwab Singapore and/or its agent will provide Customer with written (which may include electronic) confirmation of trades that are executed in Customer's Account as required under Commodity Futures Trading Commission ("CFTC") and National Futures Association ("NFA") rules and regulations. Official trade confirmations and periodic account statements shall be furnished by posting them online to Customer's secure account. The duration of Customer's consent to online delivery of agreements and information, including confirmations and account statements, shall be for the life of Customer's account. There is no charge or fee for the electronic delivery of confirmations or statements. Customer agrees that Charles Schwab Singapore is not legally obligated to provide Customer with any trade status report other than the written confirmation required by CFTC and NFA rules and that any other trade status report is provided as a courtesy only. Charles Schwab Singapore will not be liable for any losses, lost profits, or other damages that allegedly result from delays in or a failure to issue a trade status report.

**18.2** Customer acknowledges that he or she has an affirmative duty to promptly review any and all trade confirmations and account statements for accuracy and completeness and to immediately notify us of any items Customer believes to be in error. Customer agrees to waive any objections to the trades, positions, funds transfers, checks, disbursements, fees, and other information set forth on any confirmations and account statements unless he or she notifies us of an unauthorised transaction or other error in writing within ten (10) days of mailing or electronic or telephonic transmission to Customer. Customer agrees that we are not liable for any damages or market fluctuations resulting from an error he or she fails to timely report to us or to Customer's delay in reporting an error to us.

## **19. SECURITY INTEREST**

**19.1** Customer hereby grants to Charles Schwab Singapore a continuing lien, as security for the performance of Customer's obligations to Charles Schwab Singapore, upon all monies, securities, financial instruments, futures contracts, precious metals, and other property, including, but not limited to, any credit balance (collectively, "property"), now or at any future time in Customer's account with or held for Customer by Charles Schwab Singapore, by any affiliate or subsidiary of Charles Schwab Singapore, or by any clearing futures commission merchant or organisation through which trades of such Customer are executed by or on behalf of Charles Schwab Singapore and any income and proceeds of any property. Any property may at any time or from time to time without notice or compliance with any condition precedent (which is hereby expressly waived) be set off, appropriated, and applied by

Charles Schwab Singapore against any and all such obligations, including, but not limited to, any deficit balance in Customer's account, in such manner as Charles Schwab Singapore in its discretion may determine. For the purposes of this Agreement, the term "futures commission merchant" shall have the meaning ascribed to it in the United States Commodities Exchange Act.

## **20. CUSTOMER'S REPRESENTATIONS, WARRANTIES, AND AGREEMENTS**

**20.1** Customer represents, warrants to, and agrees with Charles Schwab Singapore that:

**20.1.1** Customer has full power and authority to enter into this Agreement and to engage in the transactions and perform his or her obligations hereunder and contemplated hereby and (i) if a corporation or a limited liability company, is duly organized and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, in good standing or (ii) if a partnership, is duly organized pursuant to a written partnership agreement/deed and the general partner executing this Agreement is duly authorised to do so under the partnership agreement/deed, and (iii) the execution, delivery, and performance of this Agreement by Customer require no action by or in respect of or filing with any governmental body, agency, or official;

**20.1.2** Neither Customer nor any partner, director, officer, member, manager, or employee of Customer nor any affiliate or member of Customer's household is a partner, officer, director, member, manager, or employee of a futures commission merchant, exchange, or self-regulatory authority or an employee or commissioner of the CFTC, except as previously disclosed in writing to Charles Schwab Singapore;

**20.1.3** Unless agreed in writing by Charles Schwab Singapore, Customer is acting solely as principal and no one other than Customer has any interest in any account of Customer;

**20.1.4** Any and all information provided by or on behalf of Customer to Charles Schwab Singapore in connection with the opening of the account; when setting up Customer's account profile; when completing Charles Schwab Singapore's Customer Assessment documentation; when giving an order; when entering into a transaction; and any and all other information and documents requested by Charles Schwab Singapore is true, accurate, complete, correct, and not misleading in any respect, and Charles Schwab Singapore may cause an investigation to be made concerning Customer's credit standing and reputation;

**20.1.5** Customer has independently determined (after seeking advice from such advisors as Customer deems necessary) that trading in commodity interests is appropriate for Customer, is prudent in all respects, and does not and will not violate Customer's constitution, charter, or bylaws (or other comparable governing document) or any law, rule, regulation, judgment, decree, order, or agreement to which Customer or Customer's property is subject or bound;

**20.1.6** Customer recognizes that representations or guarantees of profit or freedom from loss are impossible in trading commodity interests and acknowledges that he or she has received no such representations or guarantees from or on behalf of Charles Schwab Singapore and has not entered into this Agreement and shall place no order hereunder in consideration of or in reliance upon any such guarantee or representation;

**20.1.7** Charles Schwab Singapore, for and on behalf of Customer, is authorised and directed in its discretion to select floor brokers and clearing agents that will execute, clear, and/or carry transactions in respect of Customer's transactions, which brokers or clearing agents may be affiliates of Charles Schwab Singapore or may be non-affiliated agents;

**20.1.8** Unless Charles Schwab Singapore or its relevant affiliate is a party to a written give-up agreement, Charles Schwab Singapore or such relevant affiliate in its discretion may, but shall not be obliged

to, accept from other brokers contracts executed by such brokers on an exchange or market for Customer and proposed to be "given up" to Charles Schwab Singapore for clearance and/or carrying in the Customer's account;

**20.1.9** If Customer is subject to United States' Financial Institutions Reform, Recovery and Enforcement Act of 1989, the certified resolutions set forth following this Agreement have been caused to be reflected in the minutes of Customer's board of directors (or other comparable governing body) and this Agreement is and shall be, continuously from the date hereof, an official record of Customer;

**20.1.10** Customer consents to the electronic recording, at Charles Schwab Singapore's discretion, of any or all telephone conversations with Charles Schwab Singapore (without automatic tone warning device), the use of the same as evidence by either party in any action or proceeding arising out of this Agreement, and Charles Schwab Singapore's erasure, at its discretion, of any recording as part of its regular procedure for handling of recordings;

**20.1.11** Customer shall furnish such financial statements and other information to Charles Schwab Singapore as Charles Schwab Singapore reasonably requests from time to time, including, if applicable, written authorization to maintain an account at Charles Schwab Singapore if Customer is an associated person of a futures commission merchant or otherwise affiliated with a member of a futures commission merchant. For the purposes of this section, the terms "associated person" and "member" shall have the meanings ascribed to them in the United States Commodities Exchange Act;

**20.1.12** Customer shall furnish a certificate of all persons who are authorised to furnish instructions to Charles Schwab Singapore hereunder, and Charles Schwab Singapore shall be fully protected in relying upon any instructions, whether oral or written, received from any such person without any duty to make inquiry as to the genuineness of the instructions, and, further, Charles Schwab Singapore shall also be entitled to rely on instructions received from (i) any person identifying themselves or holding themselves out as or stating that they are such a person, regardless of whether said instructions are actually given by such a person and (ii) Charles Schwab Singapore's reasonable determination of the contents of any oral instructions shall be conclusive and binding on Customer;

**20.1.13** Charles Schwab Singapore shall have no responsibility for compliance by Customer with any law or regulation governing Customer's conduct;

**20.1.14** Charles Schwab Singapore and its affiliates and assigns, for and on behalf of Customer, are authorised and empowered to place orders for commodity interest transactions through one or more electronic or automated trading systems (each a "system") maintained or operated by or under the auspices of an exchange and that Charles Schwab Singapore shall not be responsible or liable to Customer for any loss, damage, liability, cost, or expense (including, but not limited to, loss or profits, loss of use, or incidental, special, indirect, economic, or consequential damages) incurred or sustained by Customer and arising in whole or in part, directly or indirectly, from any fault, delay, omission, inaccuracy, or termination of a system or Charles Schwab Singapore's inability to enter, cancel, or modify an order on behalf of Customer on or through a system;

**20.1.15** Customer (and each person acting on Customer's behalf) agrees that any assets pledged as collateral by Customer in connection with any transaction entered into under this Agreement will not constitute "plan assets" under the U.S. Employee Retirement Income Security Act of 1974, as amended, or Section 4975 of the U.S. Internal Revenue Code of 1986; and

**20.1.16** Customer (i) is aware that CFTC Regulation §1.35(a-2)(2) requires Customer to create, retain, and produce, upon the request of the CFTC, the United States Department of Justice, and the applicable exchange, documentation of cash transactions underlying exchanges of futures for cash commodities or exchanges of futures in connection with cash commodity transactions.

**20.2** Customer shall promptly notify Charles Schwab Singapore in writing if any of the representations, warranties, or agreements contained in this section or if any information contained in the accompanying Account Application or otherwise provided by or on behalf of Customer to Charles Schwab Singapore becomes untrue, inaccurate, incomplete, incorrect, or misleading in any respect, or is about to become inaccurate or in any way cease to be true, complete, correct, and not misleading in any respect.

## **21. CONTRACT TERMS AND CONDITIONS**

**21.1** The Customer acknowledges that he or she has sole responsibility for acquainting him- or herself with the material terms and conditions of any commodity interest contracts which may be traded in the account. The Customer should consult with the relevant exchange concerning these terms and conditions, particularly the exercise, expiration, and related contract provisions which may be subject to exception or modification by the rules or procedures of the exchange or of Charles Schwab Singapore. In this regard, Charles Schwab Singapore may in its discretion provide such information as Charles Schwab Singapore deems relevant to Customer and shall not in any circumstance be deemed to have provided any advice or recommendation to Customer in respect of such commodity interest contracts. Notwithstanding the provision of such information, Customer acknowledges and agrees that he or she remains solely responsible for ensuring that he or she fully understands the product terms, features, risks, obligations, and merits of transacting in such commodity interest contracts and is fully prepared financially or otherwise to undertake and assume any and all risks and obligations and to withstand and bear any and all losses that may be incurred when transacting in such products.

## **22. INDEMNIFICATION OF CHARLES SCHWAB SINGAPORE**

**22.1** Customer hereby agrees to indemnify, defend, and hold harmless Charles Schwab Singapore and its directors, officers, employees, and agents from and against any and all loss, cost, claim, damage (including any special, indirect, economic, consequential cost, loss, or damage), liability, or expense (including reasonable attorneys' fees), and any fine, sanction, or penalty made or imposed by any regulatory or self-regulatory authority or any exchange as the direct or indirect result of:

**22.1.1** Customer's failure or refusal to comply with any provision of this Agreement or perform any obligation on his or her part to be performed pursuant to any transaction or this Agreement;

**22.1.2** Customer's failure or refusal to deliver any security, commodity, or other property previously sold, or subject to any call option sold, by Charles Schwab Singapore for the account in accordance with Customer's instructions; or

**22.1.3** Any decline in value, for whatever reason, of any security or commodity of which Charles Schwab takes delivery for the account.

## **23. AMENDMENTS TO AGREEMENT**

**23.1** Charles Schwab Singapore may from time to time amend this Agreement, by modifying, rescinding, or supplementing any of the existing provisions or by adding any new provisions or replacing this Agreement, by giving Customer notice of such amendments or changes.

**23.2** The notice may be given to Charles Schwab Singapore's customers (including Customer) by:

**23.2.1** Conspicuously posting notice of such amendment or change on Charles Schwab Singapore's website;

**23.2.2** Making available a set of the revised Agreement in whole or in part on Charles Schwab Singapore's website or at Charles Schwab Singapore's premises;

**23.2.3** Providing written notice to Customer; or

**23.2.4** Any other means as Charles Schwab Singapore deems fit.

**23.3** Upon receiving any such notice from Charles Schwab Singapore, Customer may give Charles Schwab Singapore written notice to terminate this Agreement in accordance with Section 32.

**23.4** Each instance of Customer giving an order or instruction with respect to any transaction with or through Charles Schwab Singapore and/or Customer's continued use of the website after such notice shall constitute Customer's acknowledgment of, agreement with, and acceptance of such amendment to this Agreement at the time immediately prior to the time of such order or transaction.

## **24. RIGHTS AND REMEDIES**

**24.1** The rights and remedies conferred upon Charles Schwab Singapore shall be cumulative, and its forbearance to take any remedial action available to it under this Agreement shall not waive its right at any time or from time to time thereafter to take such action.

## **25. JOINT OR MULTIPLE-PARTY ACCOUNTS**

**25.1** If there is more than one Account Holder, each Account Holder is jointly and severally liable for obligations arising under the Account Agreement or relating to the Account. Each joint Account Holder has authority, acting individually and without notice to any other Account Holder, to deal with us as fully and completely as if the Account Holder were the sole Account Holder. Each joint Account Holder acknowledges that they have (a) read and understood the Account Application and the various Agreements and disclosures relating thereto, (b) authorised the opening of the joint account, and (c) agreed to be bound by the terms and conditions pertaining to the account, as amended from time to time. We are authorised to follow the instructions of any joint Account Holder and to deliver funds, securities, or other assets in the Account to any joint Account Holder or upon any Account Holder's instructions. We are not responsible for determining the purpose or propriety of an instruction we receive from any Account Holder or for the disposition of payments or deliveries among joint Account Holders.

**25.2** We reserve the right to require written instructions from all Account Holders, at our sole discretion. We reserve the right, but are not obligated, to place trading, disbursement, and other restrictions on an Account in the event we receive notice of a dispute among, or conflicting instructions from, joint Account Holders. Any notice we send to one Account Holder will be notice to all Account Holders.

## **26. TRUST ACCOUNTS**

**26.1** If Customer opened the Account as a trustee for a trust ("Trustee"), Customer represents and warrants that he or she is authorised to open and maintain the Account on behalf of the trust identified in Customer's Account Application (the "Trust") in accordance with the Account Agreement. Customer represents and warrants that the Trust expressly grants the Trustee the power to enter into transactions for the purchase and sale of commodity interests, as well as the power to trade in options, including, without limitation, the purchase of puts and calls and the writing (sale) of covered and uncovered puts and calls. Customer hereby represents and warrants that the Trust expressly grants the Trustee the power to maintain a Margin Account and through such account to borrow money to purchase commodity interests on margin.

**26.2** If there are multiple Trustees of the Account, each Trustee represents, warrants, and certifies that either (1) the Trust expressly authorises that each Trustee is authorised to act individually, independently, and without the consent of the other Trustees; or (2) the Trustees have consented to each Trustee acting individually, independently, and without the consent of the other Trustees with respect to the Account and that such delegation of authority is expressly authorised by the Trust and applicable law. The Trustees agree that any notice sent to one Trustee will constitute notice to all Trustees. Charles Schwab Singapore, in its sole discretion and for its sole protection, may require the written, and if requested, notarized, consent of any or all Trustees prior to acting upon the instructions of any Trustee. The Trustees represent, warrant, and certify that neither they nor the Trust impose any obliga-

tion upon Charles Schwab Singapore for determining the purpose or propriety (i) of any instructions received from any Trustee or (ii) of payments or deliveries to or among Trustees.

**26.3** Each Trustee further represents, warrants, and certifies that there are no other currently acting Trustees of the Trust other than those who signed the Account Application. If only one person executed the Account Application, that is a representation that the signer is the sole current acting Trustee. Finally, the Trustees represent, warrant, and certify that the Trust has not been revoked, modified, or amended in any manner that would cause the representations contained herein to be incorrect. Each Trustee agrees to notify Charles Schwab Singapore immediately in writing of any change that would cause these representations to become incorrect or incomplete. Each Trustee hereby, jointly and severally, in both personal and representative capacities, agrees to indemnify Charles Schwab Singapore, its affiliates, officers, directors, employees, and agents from, and to hold such persons harmless against, any claims, judgments, surcharges, settlements, or other liabilities or costs of defense or settlement (including investigative and attorneys' fees) arising out of or related to any act or omission to act by any Trustee with respect to the Account. These representations and obligations will survive the termination of the Account.

## **27. MODIFICATIONS**

**27.1** This Agreement may be modified by Charles Schwab Singapore upon written notice to Customer; provided, however, that if Charles Schwab Singapore sends Customer written notice, via electronic communication or otherwise, of a modification, Customer confirms his or her acceptance of the modification by not closing and/or by continuing to use the account.

## **28. ASSIGNMENT**

**28.1** We may assign our rights and obligations under the Account Agreement to any subsidiary, affiliate, or successor by merger or consolidation without notice to Customer, or to any other entity after 30 days' written notice to him or her. If any loans we have made to Customer are assigned, he or she agrees that we may comply with any entitlement orders originated by the assignee with respect to the collateral for such loans without any further consent from Customer. The Account Agreement is binding upon Customer's and our heirs, executors, administrators, successors, and assigns, if any, and it will benefit his or her and our successors and assigns, if any.

**28.2** Customer agrees that if his or her account is so assigned, he or she will read and be bound by the terms of the Agreement governing that Account at such subsidiary, affiliate, or successor as currently in effect at the time of assignment and as amended thereafter from time to time. Customer understands that account terms for such other subsidiary, affiliate, or successor, including account fees, other fees and charges, cash features, interest rates, and returns on cash, may be different and either more or less beneficial than comparable terms for Customer's current account. If Customer does not receive or understand the Agreement governing the account into which his or her account may be converted, Customer agrees to notify the subsidiary, affiliate, or successor firm. Customer agrees that his or her continued use of the account will constitute his or her acceptance of the terms governing such assigned accounts.

## **29. MONITORING CONVERSATIONS**

**29.1** Customer, and any agent or representative acting on Customer's behalf, agrees that we may record telephone calls or listen to conversations Customer has with any Charles Schwab Singapore representative to monitor the quality of the service he or she receives and to verify commodity interest transaction information to banks and other entities regarding the products or services we offer or arrange on behalf of customers, or for other business reasons. Customer acknowledges that we may not be able to locate a tape recording unless he or she can provide the date and time of the conversation and the full name of the representative to whom he or she spoke. Customer further agrees that

Charles Schwab Singapore has the sole right to determine how long tape recordings will be retained.

## **30. SEPARABILITY**

**30.1** If any provision or condition of this Account Agreement shall be held to be invalid or unenforceable by reason of any law, rule, administrative order, or judicial decision by any court or regulatory or self-regulatory agency or body, such invalidity or unenforceability shall attach only to such provision or condition. The validity of the remaining provisions and conditions shall not be affected thereby, and this Account Agreement shall be carried out as if any such invalid or unenforceable provision or condition were not contained herein.

## **31. CAPTIONS**

**31.1** All captions and headings used herein are for convenience only, are not a part of this Agreement, and are not to be used in construing or interpreting any aspect of this Agreement.

## **32. TERMINATION**

**32.1** This Agreement shall continue in force until notice of termination is given by Customer or Charles Schwab Singapore to the other party. Notwithstanding the foregoing, Charles Schwab Singapore may at any time in its discretion immediately terminate this Agreement if Charles Schwab Singapore deems it necessary, expedient, or desirable.

**32.2** Notice of termination shall not relieve either party of any liability or obligation incurred prior to termination of the account, provided that Customer acknowledges and agrees that on or after giving or receiving such notice of termination, Charles Schwab Singapore reserves the right to restrict transactions in relation to the account to the liquidation of positions only, and not to permit Customer to establish new positions. Customer, upon giving or receiving notice of termination, promptly will take any and all action necessary to transfer all open positions in each account to another futures commission merchant within such time period as may be required by Charles Schwab Singapore and/or to instruct Charles Schwab Singapore to liquidate such open positions. All applicable provisions contained herein shall survive termination of Customer's account and this Agreement, including, but not limited to, the limitation of liability and Customer's indemnification obligations pursuant to Sections 16 and 22, respectively.

## **33. ENTIRE AGREEMENT**

**33.1** This Agreement constitutes the entire agreement between Customer and Charles Schwab Singapore with respect to the subject matter hereof and supersedes any prior agreements between the parties with respect to such subject matter.

## **34. COMPLAINTS HANDLING AND DISPUTE RESOLUTION**

**34.1** Any complaint by or dispute or controversy originating with Customer should in the first instance be referred in writing to the Client Services team. Charles Schwab Singapore will investigate the complaint and report back to Customer on the findings and the resolution to the complaint or dispute. If Customer remains dissatisfied with Charles Schwab Singapore's findings or the handling of Customer's complaint, dispute, or controversy, Customer may, if appropriate, refer the matter to the Financial Industry Disputes Resolution Centre Ltd ("FIDReC") at 112 Robinson Road #13-03, Singapore 068902, or the Singapore International Arbitration Centre ("SIAC") in accordance with Sections 34.2 and 34.3 below. As a capital markets services license holder regulated by MAS, Charles Schwab Singapore subscribes to FIDReC. Further information about FIDReC and its Terms of Reference may be obtained from its website at [www.fidrec.com.sg](http://www.fidrec.com.sg).

**34.2** Without prejudice to Section 34.1, Customer agrees that any and all disputes or controversies not exceeding S\$50,000 between Customer and Charles Schwab Singapore (or any of Charles Schwab Singapore's officers, directors, employees, agents, contractors, subsid-

aries, or affiliates) as to any matter arising under, out of, or in connection with this Agreement or any other agreement between Customer and Charles Schwab Singapore, including, but not limited to, those involving transactions of any kind made on Customer's behalf by, through, or with Charles Schwab Singapore, and the construction, existence, validity, performance, or breach of this Agreement or such other agreement, will be referred to and determined by FIDReC's Panel of Adjudicators.

**34.3** In the event Customer is dissatisfied with the resolution issued by FIDReC or Customer's dispute or controversy is in excess of S\$50,000, Customer understands and agrees that the dispute shall be referred to and finally determined by arbitration conducted before the SIAC in Singapore, in accordance with their respective arbitration rules then in force, which rules are deemed to be incorporated by reference in this section.

**34.4** Customer understands and agrees to the following:

**34.4.1** Arbitration is final and binding on the parties.

**34.4.2** The parties are waiving their right to seek remedies in court.

**34.4.3** Pre-arbitration discovery is generally different from and more limited than court proceedings.

**34.4.4** The arbitrators' award is not required to include factual findings or legal reasoning and any party's right to appeal or seek modification of rulings by the arbitrators is strictly limited.

**34.4.5** The panel of arbitrators will typically include a minority of arbitrators who were or are affiliated with the securities industry.

**34.5** In the case of arbitration proceedings, the choice and number of arbitrators will be made by the parties jointly or, if the choice of arbitrators cannot be agreed upon within 10 business days of being asked to do so, the arbitrators will be chosen by FINRA or SIAC, as may be applicable.

**34.6** The language of the arbitration shall be the English language.

**34.7** Subject to applicable laws, in relation to all disputes, judgment upon any award of the arbitrators may be entered and enforced in any court (state or federal) of competent jurisdiction. Without prejudice to the generality of this section, no person shall bring a putative or certified class action to arbitration, nor seek to enforce any pre-dispute arbitration agreement against any person who has initiated in court a putative class action; or who is a member of a putative class who has not opted out of the class with respect to any claims encompassed by the putative class action until: (a) the class certification is denied; (b) the class is decertified; or (c) that person is excluded from the class by the court. Such forbearance to enforce an agreement to arbitrate shall not constitute a waiver of any rights under this Agreement except to the extent stated herein.

**34.8** Without prejudice to the foregoing provisions of this section, Charles Schwab Singapore shall be entitled, at its sole option, to commence proceedings in the courts of the Republic of Singapore in respect to or in connection with any dispute or controversy between Charles Schwab Singapore and Customer as to any matter arising under, out of, or in connection with this Agreement or any other agreement between Customer and Charles Schwab Singapore, including, but not limited to, those involving transactions of any kind made on Customer's behalf by, through, or with Charles Schwab Singapore, and the construction, existence, validity, performance, or breach of this Agreement or such other agreement. If arbitration has been initiated by Customer at the time that Charles Schwab Singapore chooses to submit the dispute, controversy, or matter to the courts of the Republic of Singapore, then it is agreed that such arbitration is to be discontinued, unless the court invoked by Charles Schwab Singapore finds that Charles Schwab Singapore has waived such right by substantially participating in the arbitration without having raised its rights under this section. If Charles Schwab Singapore should choose to exercise this right to submit such dispute, controversy, or matter before the courts of the Republic of Singapore, each of Charles Schwab Singapore and Customer hereby agrees to (a) submit to the non-exclusive jurisdiction of the courts of the Republic of Singapore, (b) waive any objection that

it may have at any time to the laying of venue of any proceedings brought in such courts, (c) waive any claim that such proceedings have been brought in an inconvenient forum, and (d) further waive the right to object with respect to such proceedings that any such court does not have jurisdiction over such party.

## **35. AUTHORIZATION TO TRANSFER FUNDS**

**35.1** Charles Schwab Singapore and its clearing agent(s) are hereby authorised and directed by Customer, at any time, and from time to time, without prior notice to Customer, to transfer from/to the Customer's commodity account(s) carried by Charles Schwab Singapore to/from any other account (a) the Customer maintains with Charles Schwab Singapore or (b) any account Charles Schwab Singapore maintains with the clearing agent in respect of the Customer (including, without limitation, securities account(s)), in each case such amount of funds that in Charles Schwab Singapore's or the clearing agent's judgment may be reasonably required to establish initial margin and avoid margin calls or to reduce a debit balance in such accounts. It is understood that Charles Schwab Singapore or the clearing agent, as applicable, will, within a reasonable time thereafter, notify the Customer of any such transfer in writing.

**35.2** Funds from Customer's commodity account(s) may be swept to Customer's securities account held with Charles Schwab Singapore on a daily basis, as necessary.

## **36. AUTHORIZATION TO CROSS TRANSACTIONS**

**36.1** Customer hereby consents to and authorises Charles Schwab Singapore, any subsidiary or affiliate of Charles Schwab Singapore, and their partners, directors, officers, employees, agents, and any floor broker acting on Customer's behalf in any transaction for the account, without prior notice to Customer, to take the other side of Customer's transaction through any account of such person subject to its being executed at prevailing prices in accordance with the United States Commodity Exchange Act and the rules and regulations promulgated thereunder, and applicable exchange business rules and practices.

## **37. CUSTOMER'S DEPOSIT IN A TRUST ACCOUNT**

**37.1** Customer confirmed and agreed that before opening an account with Charles Schwab Singapore for the commodity interests, Customer is required to open a securities and/or option contracts brokerage account with Charles Schwab Singapore. Customer further agrees and acknowledges specifically that Charles Schwab Singapore may, for the purpose of depositing in a trust account moneys received, on any account(s), that are denominated in a foreign currency (including U.S. dollars), maintain a trust account with a custodian outside Singapore that is licensed, registered, or authorised to conduct banking business in the country or territory where such trust account is maintained.

**37.2** For the purpose of depositing funds into Customer's account as stipulated in Clause 37.1, Customer has read, understood, and agreed to the relevant clause(s) of the Charles Schwab Singapore Account Terms and Conditions of the securities and/or option contract brokerage account relating to the Customer's deposit.

## **38. NOTICE TO NON-U.S. TRADERS**

**38.1** If Customer is not a United States citizen, Customer has read, understood, and agreed to the following additional Notice to Non-U.S. Traders: (a) Customer is not a United States citizen and will notify Charles Schwab Singapore immediately should Customer obtain such status; (b) if Customer is not fluent in the English language, the terms and conditions in this Agreement, other disclosures, agreements, and documents relating to Customer and Charles Schwab Singapore have been accurately and independently translated for Customer into Customer's native language; (c) Charles Schwab Singapore is Customer's agent for purposes of accepting delivery and service of any communication issued by or on behalf of the CFTC to Customer as a foreign trader or broker with respect to any futures or options contracts maintained in Customer's accounts carried by Charles Schwab

Singapore, and service or delivery of any communication issued by or on behalf of the CFTC to Charles Schwab Singapore is valid and effective service or delivery to Customer unless Customer currently maintains an agency agreement with a person domiciled in the United States and provides Charles Schwab Singapore with a copy of this agreement; (d) CFTC regulations require that both Customer and Charles Schwab Singapore respond to special calls by the CFTC seeking information regarding Customer's futures and options trading; Customer, as a foreign trader, is required to provide the CFTC with the information specified in such a special call, and Charles Schwab Singapore will be considered Customer's agent and may also be required to respond to special calls (unless Customer has designated a separate agent by way of a separate agency agreement and provided Charles Schwab Singapore with a copy) and Customer may look to CFTC Regulation 21.03 for a more complete description of special calls; (e) Customer agrees that Customer has read, understands, and agrees to be bound by the terms and conditions of this Agreement and this Notice to Non-U.S. Traders and has decided independently and after taking advice from such advisors as Customer deems necessary, and not as a result of solicitation by Charles Schwab Singapore, to conduct business with Charles Schwab Singapore.

## 39. GOVERNING LAW

39.1 Save as expressly otherwise provided herein, this Agreement shall be governed by and interpreted and construed in accordance with the laws of the Republic of Singapore.

## APPENDIX

**Risk Disclosure Statement required to be furnished under Regulation 47E(1) of the Securities and Futures (Licensing and Conduct of Business) Regulations (Rg 10) and to be kept under Regulation 39(2)(c) by the Holder of a Capital Markets Services License to Trade in Futures Contracts or Leveraged Foreign Exchange Contracts.**

This statement is provided to you in accordance with Regulation 47E(1) of the Securities and Futures (Licensing and Conduct of Business) Regulations (Rg 10).

This statement does not disclose all the risks and other significant aspects of trading in futures, options, and leveraged foreign exchange. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to the risks. Trading in futures, options, and leveraged foreign exchange may not be suitable for many members of the public. You should carefully consider whether such trading is appropriate for you in the light of your experience, objectives, financial resources, and other relevant circumstances. In considering whether to trade, you should be aware of the following:

### 1. Futures and Leveraged Foreign Exchange Trading

#### 1.1 Effect of "Leverage" or "Gearing"

Transactions in futures and leveraged foreign exchange carry a high degree of risk. The amount of initial margin is small relative to the value of the futures contract or leveraged foreign exchange transaction so that the transaction is highly "leveraged" or "geared." A relatively small market movement will have a proportionately larger impact on the funds you have deposited or will have to deposit; this may work against you as well as for you. You may sustain a total loss of the initial margin funds and any additional funds deposited with the firm to maintain your position. If the market moves against your position or margin levels are increased, you may be called upon to pay substantial additional funds on short notice in order to maintain your position. If you fail to comply with a request for additional funds within the specified time, your position may be liquidated at a loss and you will be liable for any resulting deficit in your account.

#### 1.2 Risk-Reducing Orders or Strategies

The placing of certain orders (e.g., "stop-loss" orders, where permitted under local law, or "stop-limit" orders) that are intended to limit losses

to certain amounts may not be effective because market conditions may make it impossible to execute such orders. At times, it is also difficult or impossible to liquidate a position without incurring substantial losses. Strategies using combinations of positions, such as "spread" and "straddle" positions, may be as risky as taking simple "long" or "short" positions.

## 2. Options

### 2.1 Variable Degree of Risk

Transactions in options carry a high degree of risk. Purchasers and sellers of options should familiarise themselves with the type of options (i.e., put or call) that they contemplate trading and the associated risks. You should calculate the extent to which the value of the options would have to increase for your position to become profitable, taking into account the premium paid and all transaction costs.

The purchaser of options may offset their position by trading in the market, exercising the options, or allowing the options to expire. The exercise of an option results either in a cash settlement or in the purchaser acquiring or delivering the underlying interest. If the option is on a futures contract or leveraged foreign exchange transaction, the purchaser will have to acquire a futures or leveraged foreign exchange position, as the case may be, with associated liabilities for margin. (See Section 1, "Futures and Leveraged Foreign Exchange Trading," above.) If the purchased options expire worthless, you will suffer a total loss of your investment, which will consist of the option premium paid plus transaction costs. If you are contemplating purchasing deep-out-of-the-money options, you should be aware that, ordinarily, the chance of such options becoming profitable is remote.

Selling ("writing" or "granting") an option generally entails considerably greater risk than purchasing options. Although the premium received by the seller is fixed, the seller may sustain a loss well in excess of the amount of premium received. The seller will be liable for depositing additional margin to maintain the position if the market moves unfavourably. The seller will also be exposed to the risk of the purchaser exercising the option, and the seller will be obligated to either settle the option in cash or to acquire or deliver the underlying interest. If the option is on a futures contract or a leveraged foreign exchange transaction, the seller will acquire a futures or leveraged foreign exchange position, as the case may be, with associated liabilities for margin. (See Section 1, "Futures and Leveraged Foreign Exchange Trading," above.) If the option is "covered" by the seller holding a corresponding position in the underlying futures contract, leveraged foreign exchange transaction, or another option, the risk may be reduced. If the option is not covered, the risk of loss can be unlimited.

Certain exchanges in some jurisdictions permit deferred payment of the option premium, limiting the liability of the purchaser to margin payments not exceeding the amount of the premium. The purchaser is still subject to the risk of losing the premium and transaction costs. When the option is exercised or expires, the purchaser is responsible for any unpaid premium outstanding at that time.

## 3. Additional Risks Common to Futures, Options, and Leveraged Foreign Exchange Trading

### 3.1 Terms and Conditions of Contracts

You should ask the corporation with which you conduct your transactions for the terms and conditions of the specific futures contract, option, or leveraged foreign exchange transaction that you are trading and the associated obligations (e.g., the circumstances under which you may become obligated to make or take delivery of the underlying interest of a futures contract or a leveraged foreign exchange transaction and, in respect of options, expiration dates and restrictions on the time for exercise). Under certain circumstances, the specifications of outstanding contracts (including the exercise price of an option) may be modified by the exchange or clearinghouse to reflect changes in the underlying interest.

### 3.2 Suspension or Restriction of Trading and Pricing Relationships

Market conditions (e.g., illiquidity) or the operation of the rules of certain markets (e.g., the suspension of trading in any contract or contract month because of price limits or “circuit breakers”) may increase the risk of loss by making it difficult or impossible to effect transactions or liquidate/offset positions. If you have sold options, this may increase the risk of loss.

Further, normal pricing relationships between the underlying interest and the futures contract, and the underlying interest and the option may not exist. This can occur when, for example, the futures contract underlying the option is subject to price limits while the option is not. The absence of an underlying reference price may make it difficult to judge “fair” value.

### 3.3 Deposited Cash and Property

You should familiarise yourself with the protection accorded to any money or other property that you deposit for domestic and foreign transactions, particularly in a firm’s insolvency or bankruptcy. The extent to which you may recover your money or property may be governed by specific legislation or local rules. In some jurisdictions, property which had been specifically identifiable as your own will be prorated in the same manner as cash for purposes of distribution in the event of a shortfall.

## 4. Commissions and Other Charges

4.1 Before you begin to trade, you should obtain a clear explanation of all commissions, fees, and other charges for which you will be liable. These charges will affect your net profit (if any) or increase your loss.

## 5. Transactions in Other Jurisdictions

5.1 Transactions on markets in other jurisdictions, including markets formally linked to a domestic market, may expose you to additional risk. Such markets may be subject to a rule which may offer different or diminished investor protection. Before you trade, you should inquire about any rules relevant to your particular transactions. Your local regulatory authority will be unable to compel the enforcement of the rules of the regulatory authorities or markets in other jurisdictions where your transactions have been effected. Before you start to trade, you should ask the firm with which you conduct your transactions for details about the types of redress available in both your home jurisdiction and other relevant jurisdictions.

## 6. Currency Risks

6.1 The profit or loss in transactions in foreign currency–denominated futures and options contracts (whether they are traded in your own or another jurisdiction) will be affected by fluctuations in currency rates where there is a need to convert from the currency denomination of the contract to another currency.

## 7. Trading Facilities

7.1 Most open-outcry and electronic trading facilities are supported by computer-based component systems for the order routing, execution, matching, registration, or clearing of trades. As with all facilities and systems, they are vulnerable to temporary disruption or failure. Your ability to recover certain losses may be subject to limits on liability imposed by one or more parties, namely the system provider, the market, the clearinghouse, or member firms. Such limits may vary. You should ask the firm with which you conduct your transactions for details in this respect.

## 8. Electronic Trading

8.1 Trading on an electronic trading system may differ not only from trading in an open-outcry market but also from trading on other electronic trading systems. If you undertake transactions on an electronic trading system, you will be exposed to risks associated with the system, including the failure of hardware and software. The result of any system failure may be that your order is either not executed according to your instructions or not executed at all.

## 9. Off-Exchange Transactions

9.1 In some jurisdictions, firms are permitted to effect off-exchange transactions. The firm with which you conduct your transactions may be acting as your counterparty to the transaction. It may be difficult or impossible to liquidate an existing position, to assess the value, to determine a fair price, or to assess the exposure to risk. For these reasons, these transactions may involve increased risks. Off-exchange transactions may be less regulated or subject to a separate regulatory regime. Before you undertake such transactions, you should familiarise yourself with the applicable rules and attendant risks.

Note: “Margin” means an amount of money, securities, property, or other collateral representing a part of the value of the contract or agreement to be entered into and which is deposited by the buyer or the seller of a futures contract or a leveraged foreign exchange transaction to ensure performance of the terms of the futures contract or leveraged foreign exchange transaction.

### ADDITIONAL RISK DISCLOSURE STATEMENT FOR CRYPTOCURRENCY-RELATED PRODUCTS

This statement does not disclose all the risks and other significant aspects of trading in cryptocurrency-linked products. In light of the risks, you should undertake such transactions only if you understand the nature of the contracts (and contractual relationships) into which you are entering and the extent of your exposure to the risks. Trading in cryptocurrency products may not be suitable for many members of the public. You should carefully consider whether such trading is appropriate for you in light of your experience, objectives, financial resources, and other relevant circumstances. Cryptocurrencies are not issued, endorsed, or regulated by any government or central bank but are created through a computer-generated process. They do not exist in any physical form and must be exchanged online. In considering whether to trade, you should be aware of the following:

#### (i) Price Volatility

The market for cryptocurrency is very new to the financial market; the same applies to cryptocurrency-linked product, such as cryptocurrency-related futures contracts. The volatile nature of the cryptocurrency will no doubt affect its linked futures contracts, which may lead to consequence such as a sudden and significant margin call in the futures market. As a result, the Customer of Charles Schwab Singapore should pay close attention to the price volatility of the cryptocurrency-related futures contracts.

#### (ii) Price Transparency

The market for cryptocurrency is new. Cryptocurrency has a different degree of liquidity, which affects the price transparency. Market volatility and price transparency affect the cryptocurrency-linked contracts price accordingly. As a result, the Customer of Charles Schwab Singapore should pay close attention to the price transparency and the liquidity while trading cryptocurrency-linked futures contracts.

#### (iii) Cybersecurity risk

Cryptocurrency is digital in nature. Hackers or other malicious groups may attempt to interfere with or intrude on the digitally driven cryptocurrency, which may have negative impact on the cryptocurrency-related futures contracts. As a result, the Customer of Charles Schwab Singapore should pay close attention to this cybersecurity risk when placing trades on the cryptocurrency-related futures contracts.

#### (iv) Lack of Regulatory Safeguards for Cryptocurrencies

Cryptocurrencies are currently unregulated in Singapore. They do not fall within the Securities and Futures Act or the Financial Advisers Act. While cryptocurrency-related futures contracts may be traded on regulated exchanges and may be cleared by regulated central counterparties, the underlying value of these futures contracts is based on trading occurring on markets for cryptocurrencies, which are largely unregulated. As a result, the Customer of Charles Schwab Singapore should pay close attention to this risk associated with uncertain regulations

and enforcement actions of cryptocurrency while transacting in cryptocurrency-linked futures contracts.

We remind you once again that this statement does not disclose all the risks and other significant aspects of trading in cryptocurrency-linked products. We recommend that you visit the Monetary Authority of Singapore and the U.S. Commodity Futures and Trading Commission websites to keep abreast of the market information in relation to the trading of cryptocurrency-related products.



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