

Representations, Warranties and Declarations By the Applicant

We hereby represent that the contents and information provided by us in this Application for Credit Facility are true, complete and correct and that the representations made by us herein are accurate. UOBKH Credit Pte Ltd ('UOBKH Credit') is entitled to rely entirely upon such contents, information and representations for all purposes, unless UOBKH Credit receives notice in writing from us of any change thereof. We hereby undertake to notify UOBKH Credit in writing forthwith as soon as practicable upon any material change(s) in the information and representations provided herein.

We hereby consent to and authorise UOBKH Credit to collect, process, use and disclose all such information relating to us for the following purposes:

- (a) processing our application for any of the products or services offered or distributed by UOBKH Credit;
- (b) conducting verifications and other customer due diligence and Know Your Customer (KYC) processes;
- (c) for carrying out UOBKH Credit's obligations or exercising UOBKH Credit's rights under any relevant agreement we may enter into with UOBKH Credit;
- (d) complying with all applicable policies, laws and regulations, and meeting any obligation to or requests from governmental entities, agencies, regulatory authorities or similar, including without limitation, anti-money laundering and anti-terrorist obligations, as UOBKH Credit deems necessary; and
- (e) purposes which are reasonably related to the aforesaid.

By providing the Personal Data (as defined below) of Relevant Individual(s) (as defined below) in this Application for Credit Facility, we represent and warrant that the consent and the authorisation of the Relevant Individual(s) has/have been obtained for UOBKH Credit to collect, process, use and disclose all such information relating to the Relevant Individual(s) for the purposes set forth above, in accordance with the Personal Data Protection Act 2012.

We further represent and warrant that consent of the Relevant Individual(s) has/have been obtained for UOBKH Credit to share / provide Personal Data with and to UOBKH Credit's related companies and/or third party service providers, whether in Singapore or elsewhere, for the purposes listed above.

"**Personal Data**" shall refer to any data about an individual who can be identified from that data such as the individual's name, NRIC, passport or other identification number, telephone numbers, address, email address and any other information relating to individuals which we have provided to UOBKH Credit.

"**Relevant Individual(s)**" shall refer to our shareholders, beneficial owners, directors, employees and authorised representative(s).

If a Relevant Individual withdraws the aforesaid consent, we agree to inform UOBKH Credit in writing immediately. As a result of such withdrawal, we acknowledge that UOBKH Credit may not be in a position to continue to provide its products and services to us. The withdrawal may be considered a termination by us of any contractual relationship which UOBKH Credit may have with us and a breach of our contractual obligations or undertakings, and we acknowledge that UOBKH Credit's legal rights and remedies in such event are expressly reserved.

We accept the charges levied by the CDP/UOBKH which may be revised from time to time without prior notice.

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

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

Tax Compliance Representation and Warranty

We hereby represent and warrant in favour of UOB Kay Hian Credit Pte Ltd ("UOBKH Credit"):

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

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

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

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

1. That in accordance with the anti-money laundering laws of the jurisdiction of the supervisory authority by whom we are regulated, we have ascertained the identity of all customers for whom we act as fund manager.
2. We have conducted client verification procedures which are sufficient to establish the identity and source of funds of each of such customers.
3. We have recorded the evidence establishing the identities and sources of funds of such customers and we will retain or procure the retention of such evidence for a period of not less than 5 years, and
4. We will promptly provide copies of such evidence to UOBKH in response to a request from UOBKH's regulator whether directly to us or UOBKH.

In addition, we also specifically represent and warrant:

- A. None of the proposed customers, nor any person controlling, controlled by, or under common control with, any customer, nor any person having a significant beneficial interest in the customer (being a beneficial interest of no less than 5%), or for whom the customer is (a) a person or entity resident in, or organized or chartered under the laws of a jurisdiction identified as non-cooperative by the Financial Action Task Force ("FATF"); or (b) a person whose subscription funds originate from or will be routed through, an account maintained at a foreign shell bank or "offshore bank" not subject to compliance with the anti-money laundering and anti-terrorism financing prescriptions of FATF;
- B. We will immediately notify UOBKH if we become aware of (i) any update information on any customer; and/or (ii) any suspicious activity or pattern of activity that may require further review to determine whether the information gives rise to suspicion of the customer; and/or the activity or pattern of activity is suspicious;
- C. None of the customers and proposed customers is or will be a politically exposed person within the meaning of the expression under the FATF prescriptions or the notices of the Monetary Authority of Singapore unless they have successfully passed the enhanced customer due diligence required to be performed against such persons.

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