

SCHEDULE B
SPECIFIC TERMS FOR OTC TRANSACTIONS

Save where otherwise stated, references to numbered clauses and schedules are references to the clauses and schedules of the Client Agreement of UOB Bullion and Futures Limited ("**UOBBF**") ("**Client Agreement**") that are so numbered.

All capitalized terms used herein shall, unless otherwise defined, have the same meanings as defined in the Client Agreement.

This Schedule should be read in conjunction with all other terms and conditions of the Client Agreement (including, but not limited to, Clauses 1.36 and 1.38).

B.1 General

Where the Customer has requested, on the Application or subsequent to the date of the Application, for UOBBF to provide services in OTC Transactions, the Customer shall comply with the terms and conditions of this Schedule B which shall apply in addition to all other terms and conditions in Clauses 1 and 2 of the Client Agreement and all other documents pertaining to OTC Transactions.

B.2 OTC Transactions

1. In providing a market and prices for OTC Transactions, UOBBF hereby notifies and the Customer hereby consents to UOBBF's prior notification that its dealing staff authorised by UOBBF to accept Orders may quote OTC prices by reference to prices from other regulated financial institutions to their customer counterparties but such prices may not be the same as the prices that UOBBF may be able to secure from such parties for its own contracts with such parties or otherwise act as market-makers to customers in providing its own bids and offers for trades with UOBBF on an OTC basis.
2. Unless otherwise specified,
 - (a) UOBBF shall act as principal to the Customer in respect of OTC Transactions; and
 - (b) all OTC Transactions (regardless of whether the underlying subject matter is traded on an exchange or whose specifications mirror the referenced Commodity traded on an exchange) are entered into on the basis that they shall be cash settled and not physically settled.
3. UOBBF shall with respect to any and all OTC Transactions be the calculation agent for all underlying reference pricings of a Transaction and all relevant settlement and other pricing for the purposes of determining the respective rights and obligations of the parties by reference to such pricing.
4. UOBBF does not assume any obligation or duty to, or any relationship of agency or trust for or with the Customer for such Transactions (the Customer acknowledging that such obligations are inconsistent with a principal to principal relationship between the parties).
5. Any determinations and calculations by UOBBF shall (in the absence of manifest error) be final and binding on the Customer, provided that UOBBF has acted in good faith and in a commercially reasonable manner.
6. In the event of a determination by UOBBF in good faith that any material disruption to the price source set out in the terms for any Transaction or in a relevant reference market has occurred (each such event a "**Market Disruption Event**"), UOBBF may determine in good faith and in a commercially reasonable manner the market pricing of the underlying reference instrument for the purposes of the parties' respective rights and obligations under such Transaction and its determination shall be final and binding on the parties.

7. UOBBF has the sole discretion to determine:
- (a) whether a Market Disruption Event has occurred during the life of a Transaction or on its Settlement Date and if such Market Disruption Event occurs on the Settlement Date what price or level should the relevant closing level of the underlying reference instrument be for the purposes of settlement of a relevant Transaction; or
 - (b) whether any adjustments to the terms of the Transaction should be made as a result of any event(s) affecting the underlying reference instrument or (if the same is an index) any of its constituent components or combination thereof to which the relevant reference instrument and Transaction relate (including an index adjustment event such as a material change in the formula for or the method of calculating the Index or failure to calculate and publish the index).

Any such discretion exercised by, or any calculation made by UOBBF (in the absence of manifest error) shall be binding on the Customer who should note that UOBBF when making any such adjustments or calculations, will not take into account the Customer's individual circumstances and/or tax or other consequences of such adjustments or calculations.

B.3 OTC Clearing Services

1. The Customer confirms on a continuing basis for the duration that UOBBF provides OTC Clearing Services that:
- (a) it agrees to the OTC Clearing Services being subject to the OTC Clearing Rules in all cases;
 - (b) it shall keep itself updated on the OTC Clearing Rules that are relevant for the OTC Transactions eligible to be cleared through the relevant Agreed Clearing System that the Customer wishes to be effected;
 - (c) it shall ensure that neither it nor (in a case where it uses an inter-dealer broker) the inter-dealer broker that it has chosen (the "**IDB**") to register its OTC Clearing Transactions through the relevant approved trade registration system shall do any act or fail to do any act which may cause UOBBF to be in breach of:
 - (a) the relevant OTC Clearing Rules for the clearing of the OTC Clearing Transactions; or
 - (b) UOBBF or its Intermediary's obligations as a clearing member of the relevant Agreed Clearing System provider or with respect to the access and use of the relevant approved trade registration system.
- The Customer undertakes to keep UOBBF indemnified from and against any and all claims, loss, prejudice or damages that UOBBF may suffer or incur referable to any breach on the Customer's part of its preceding obligations and shall also co-operate fully in admitting to and explaining such breach forthwith upon UOBBF's request for same for the purposes of answering any queries, charges or claims against UOBBF by any relevant Agreed Clearing System provider, regulatory or supervisory authority having jurisdiction over UOBBF (including the MAS) or any other regulatory or enforcement agency having jurisdiction over the relevant OTC Clearing Transaction or UOBBF referable to such breach;
- (d) where it uses an IDB, it agrees and accepts that (although as between UOBBF and a relevant Agreed Clearing System provider and/or Intermediary, UOBBF may be responsible for all the actions of the IDB) as between UOBBF and the Customer, the IDB is in fact and law solely to be regarded as the Customer's appointed agent for the registration of its OTC Clearing Transactions and:
 - (i) for whose actions and omissions (including any and all errors) the Customer is solely responsible; and

- (ii) for whose actions and omissions with respect to the registration of the OTC Clearing Transactions the Customer shall be liable to, hold harmless and indemnify UOBFF from and against.

Without prejudice to the foregoing, UOBFF is fully entitled to assume that all inputs by the IDB purportedly relating to the Customer's OTC Clearing Transactions are, as between UOBFF and the Customer, wholly correct and authorised to be inputted by UOBFF and (to the extent relevant, on the basis that the Customer shall ensure that all relevant margin requirements to enable the OTC Clearing Transactions to be cleared for the Customer have been provided or shall be provided within the relevant deadline for the provision of such margins);

- (e) it agrees and accepts that if for any reason (including the fact that the relevant OTC Clearing Transaction as registered or attempted to be registered by the IDB or UOBFF if the Customer does not use an IDB for the registration of the OTC Clearing Transaction through the approved trade registration system does not fulfil the criteria for registration under the OTC Clearing Rules) the OTC Clearing Transaction is not or is deemed not to have been:

- (i) submitted to the relevant Agreed Clearing System provider; or
- (ii) accepted for clearing,
- (iii) then such OTC Clearing Transaction shall (whether pursuant to the operation of any specific OTC Clearing Rule of the relevant OTC Clearing Rules or general law):
- (iv) remain in effect as a bilateral transaction between the Customer and its counterparty to the transaction; or
- (v) be cancelled or terminated as the case may be, in accordance with the terms of the bilateral agreement for such transaction agreed or deemed to be agreed between the Customer and its counterparty.

With respect to the preceding, the Customer hereby agrees and confirms that UOBFF is not privy to and has no responsibility or obligation referable to such bilateral contract;

- (f) for the purpose of enabling and having UOBFF submit the name of the IDB and authorising the IDB, as between UOBFF and a relevant Approved Clearing System provider and/or Intermediary, to register the OTC Clearing Transactions through the relevant approved trade registration system and to accept responsibility as principal for such registration to the relevant Approved Clearing System provider and/or Intermediary upon the registration and submission of the OTC Clearing Transactions to the relevant Approved Clearing System provider in accordance with the relevant OTC Clearing Rules, the Customer shall, if it wishes to use an IDB:

- (i) for the purposes of authorising the IDB to register the Customer's OTC Clearing Transactions through the relevant approved trade registration system, provide UOBFF with the name and all other relevant particulars of the IDB **together with the Customer's consent for UOBFF** to submit such particulars to the relevant Approved Clearing System provider and/or Intermediary;
- (ii) ensure that, to the extent relevant, the IDB shall at all times be the relevant inter-dealer broker for the registration of requisite counterparty information and particulars, including information on the counterparty's clearing member for the OTC Clearing Transaction, for the OTC Clearing Transactions; and

- (iii) be deemed to have authorised the IDB as the Customer's appointed agent for the registration of the Customer's OTC Clearing Transactions and for whose actions, omissions (including any and all errors) the Customer is, as between UOBBF and the Customer, solely responsible.
- (g) it agrees and shall ensure that at all times it complies with all margin and other limits to the scope or value of its OTC Clearing Transactions permitted to be cleared through UOBBF. The Customer also agrees that such margin prescriptions and other limits may be different from and greater than those that may be prescribed by the relevant Agreed Clearing System provider and/or Intermediary; and
- (h) if it is using UOBBF and not an IDB for the registration of any OTC Clearing Transaction, to provide UOBBF with full particulars of such OTC Clearing Transaction, including the particulars of the OTC Clearing Transaction and the Customer's counterparty and its clearing member (together, where relevant, with all relevant reference codes/numbers of such counterparty and its clearing member) to enable the proper inputting of the OTC Clearing Transaction for either confirmation by the clearing member providing OTC clearing services to the counterparty or such counterparty clearing member's proper decision on whether to confirm the Clearing Transaction.

B.4 Omnibus Account

1. The Customer shall disclose to UOBBF the gross long and short positions and the purchase and sale dates of all open positions held in the Customer's omnibus account in respect of each contract, Transaction and Commodity, as required under the Applicable Laws, and in particular, the rules, regulations, directives, orders, notices, interpretations and practice notes of the relevant exchange, market or clearing house.
2. The Customer acknowledges that UOBBF is required to, and the Customer irrevocably and unconditionally confirms that UOBBF may, immediately notify such relevant exchange, market or clearing house of any failure by the Customer to make the aforesaid disclosures to UOBBF as aforesaid.

B.5 Schedules Relating To Bullion Transactions

B.5.1 Risk Disclosure Statement required to be furnished by a Commodity Broker or Spot Commodity Broker under the CTA

(The references to "you" below are references to the Customer.)

<p>FORM 3</p> <p>COMMODITY TRADING ACT (CHAPTER 48A)</p> <p>COMMODITY TRADING REGULATIONS</p> <p>RISK DISCLOSURE STATEMENT REQUIRED TO BE FURNISHED BY A COMMODITY BROKER OR SPOT COMMODITY BROKER</p> <ol style="list-style-type: none">1. This statement is provided to you in accordance with section 32(1) of the Commodity Trading Act.2. The intention of this statement is to inform you that the risk of loss in trading in commodity contracts and in spot commodity contracts can be substantial. You should therefore carefully consider whether such trading is suitable for you in light of your financial condition.3. In considering whether to trade, you should be aware of the following:

- (a) **Margin:** You may sustain a total loss of the initial margin and any additional margins that you deposit to establish a position or maintain positions in the commodity market or spot commodity market. If the market moves against your positions, you may be called upon to deposit a substantial amount of additional margins, on short notice, in order to maintain your positions. If you do not provide the required margins within the prescribed time, your positions may be liquidated at a loss, and you will be liable for any resulting deficit in your account.
 - (b) **Liquidation of position:** Under certain market conditions, you may find it difficult or impossible to liquidate a position.
 - (c) **Contingent orders:** Placing contingent orders, such as "stop-loss" or "stop-limit" order, will not necessarily limit your losses to the intended amounts, since market conditions may make it impossible to execute such orders.
 - (d) **"Spread" position:** A "spread" position may not be less risky than a simple "long" or "short" position.
 - (e) **Leverage:** The high degree of leverage that is often obtainable, trading in commodity contracts and spot commodity trading because of the small margin requirements can work against you as well as for you. The use of leverage can lead to large losses as well as gains.
 - (f) **Foreign markets transactions:** Funds placed with a commodity broker or spot commodity broker for the purpose of participating in foreign markets, such as the New York Mercantile Exchange or Chicago Board of Trade, may not enjoy the same level of protection as funds placed in commodity markets located in Singapore.
4. This brief statement cannot disclose all the risks and other significant aspects of the commodity market. You should therefore carefully study trading in commodity contracts and spot commodity trading before you trade.