

## **ADDITIONAL PROVISIONS APPLICABLE WHEN TRADING ASIAN MARKETS** **USING ELECTRONIC CONNECTIVITY**

### **A. Rules for Trading on Asian markets**

#### 1. **Applicable Law**

You acknowledge and agree that you must comply in all respects with Applicable Law, including in relation to short sales of securities when using the Trading System.

#### 2. **Asian Exchange**

“**Asian Exchange**” means exchanges, markets or associations of dealers to which the Relevant JPMorgan Entity (either directly or through its agents) from time to time provides DMA to Client for the purchase and sale of securities, including, without limitation, exchanges in Australia, Hong Kong, Japan, Korea, Singapore, Taiwan, India, Indonesia, Malaysia, Thailand and/or such other countries as may be determined from time to time.

#### 3. **Relevant JPMorgan Entity**

“**Relevant JPMorgan Entity**” means any one or more of the JPMorgan brokers with whom you have a contractual relationship to trade securities electronically, and for the avoidance of doubt may include, without limitation, any one or more of the following: J.P. Morgan Securities Australia Limited, J.P. Morgan Securities Singapore Private Limited, JPMorgan Securities Japan Co. Ltd., J.P. Morgan Securities (Asia Pacific) Limited, J.P. Morgan Broking (Hong Kong) Limited, J.P. Morgan Securities (Far East) Ltd., Seoul Branch, J.P. Morgan Securities (Taiwan) Limited, J.P. Morgan India Private Limited, PT J.P. Morgan Securities Indonesia, JPMorgan Securities (Malaysia) Sdn. Bhd., JPMorgan Securities (Thailand) Limited and any of their successors or assigns.

### **B. Rules for Trading on Australian Markets**

#### 1. **Prohibited conduct**

1.1 You must not, and must procure that your Representatives do not, take any action or omit to take any action so that you breach any Applicable Law and in particular you must advise Relevant JPMorgan Entity immediately if you believe that you or any of your Representatives have breached, or may breach, any provision of this Clause 1.1.

1.2 The term “Applicable Law” shall include, without limitation, the Corporations Act 2001 of Australia, the ASIC Market Integrity Rules (ASX Market) 2010, the Market Integrity Rules (Chi-X Australia Market), the ASIC Market Integrity Rules (Competition in Exchange Markets) 2011, the Chi-X Australia Operating Rules, the Chi-X Australia Operating Rules: Procedures, the ASX Operating Rules, the ASX Operating Rules Procedures, the ASX Clear Operating Rules and the ASX Settlement Operating Rules and any other applicable rule or regulation of the Australian Securities and Investments Commission (“ASIC”), ASX Limited (“ASX”), Chi-X Australia (“Chi-X”), or any other financial market, clearing and settlement facility or mechanism on which orders are effected (“Alternative Markets”). ASX, Chi-X and the Alternative Markets, are together referred to as the “Markets”.

#### 2. **Access**

2.1 You must ensure that each Representative:

(a) has read and understood the Terms of Business and the attached DMA training materials;

- (b) has completed and understood the materials on system functionality, trade loading, market manipulation and the laws applicable to their use of the network connections hosted by Relevant JPMorgan Entity for the processing of orders for the purchase and sale of securities on the Markets;
- (c) has agreed to abide by the provisions in this Section B and all Applicable Law; and
- (d) has suitable trading experience and familiarity with the rules of the Markets on which it is dealing in securities.

Subject to the above and prior to submitting any orders, Relevant JPMorgan Entity will provide each Representative with access to the Service. Each Representative will receive an individual log-in and password to access the Service.

- 2.2 You acknowledge and agree that Representatives must not share their log-in and password details with any other user of the Service or access the Service using the log-in and password of another Representative, and that such conduct constitutes a breach of these Terms and Applicable Law.
- 2.3 If you do not submit orders to Relevant JPMorgan Entity via IRESS, you must ensure that access to your Order Entry System (“OES”) is secure and that all Representatives receive an individual log-in and password to access your OES following completion of the direct market access training.

The DMA training materials are attached here:

[http://www.jpmorgan.com/directdoc/asian\\_markets\\_dma.pdf](http://www.jpmorgan.com/directdoc/asian_markets_dma.pdf)

Reference can be made to the Rules of the ASX at <http://www.asx.com.au> and to the Rules of Chi-X at <http://www.chi-x.com/australia>.

### **C. Rules for Trading on Singapore Exchange Securities Trading Limited (“SGX-ST”)**

#### **1. Specific Rules for Trading on SGX-ST**

You must keep yourself informed and updated in relation to all Applicable Law. Relevant JPMorgan Entity does not have a duty to inform you or keep you updated on amendments to Applicable Law. It remains your duty to be aware of, and ensure compliance with, all relevant Applicable Law.

In particular, you shall, and shall ensure your authorized customers and other persons who are delegated access to the Trading System, if any, shall comply with all applicable conditions in the Rules of SGX-ST (the “Rules”), including in particular the conditions set out in Rule 4.5A.2(1)(a)-(f).

The relevant SGX-ST rules and regulations can be found at <http://rulebook.sgx.com/>.

Reference can be made to the Securities and Futures Act at <http://statutes.agc.gov.sg>.

### **D. Rules for Trading on the Tokyo Stock Exchange (“Tokyo SE”)**

#### **1. Scope and Application**

In addition to any restrictions and limitations set forth herein, additional restrictions and trading limits (including, but not limited to, limits on the types of products and limits on the total amount that can be traded hereunder) may be imposed on you by Relevant JPMorgan Entity from time to time at its own discretion.

## 2. **Governing Law**

To the extent that any provision herein relates to the orders to be executed through the Tokyo SE, such provision will be governed by and construed in accordance with the laws of Japan.

Reference can be made to the Tokyo SE at <http://www.tse.or.jp/english/>.

## **E. Rules for Trading on the Stock Exchange of Hong Kong Limited ("HKEx")**

### 1. **Short Selling**

1.1 You agree and undertake to notify Relevant JPMorgan Entity, at the time of placing an order, whether or not such order amounts to a "short selling order" (as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong) (the "SFO")).

1.2 You further agree and undertake that, in connection with any order that amounts to a short selling order (as defined in the SFO), you shall confirm to Relevant JPMorgan Entity:

- (a) you do not own the securities for sale, but have a presently exercisable and unconditional right to vest such securities in the purchaser of such securities; and
- (b) the counterparty or the other person (as the case may be) giving you the right referred to in paragraph (a) above, has the securities to which your order relates available to lend or deliver to you

(a "covered short selling order"), in the manner described in Clause 1.3 below.

1.3 You confirm and undertake your input and use of **Tag 54 = '5'** (indicating "short sale") and **Tag 114 = 'N'** (indicating "covered") in FIX protocol functionality constitutes assurance as to the matters described in Clause 1.2 above, as a confirmation document, to Relevant JPMorgan Entity as follows:

*"This confirmation relates to this order to sell. We (for ourselves or any person for whom we are acting) confirm:*

- (1) *our order is a short sale order as defined in the Securities and Futures Ordinance (Cap. 571 of the Laws of Hong Kong);*
- (2) *we have a presently exercisable and unconditional right to vest the securities to which our order relates in the purchaser of such securities; and*
- (3) *the counterparty or the other person (as the case may be) giving us the right referred to in paragraph (2) above, has the securities to which our order relates available to lend or deliver to us."*

In the event you do not use the relevant FIX protocol functionality, you agree to provide documentary assurance to Relevant JPMorgan Entity for each short selling order (as defined in the SFO) to our satisfaction and in accordance with the requirements of the SFO.

Reference can be made to HKEx at <http://www.hkex.com.hk> and the Securities and Futures Commission at <http://www.sfc.hk/sfc/html/EN>.

## **F. Rules for Trading on the Korea Exchange, Inc. ("KRX")**

### 1. **Short Selling**

1.1 The term "short sale" shall mean a sale consummated by the delivery of borrowed securities.

- 1.2 “Naked” short sales, including where a sale order is placed before a purchase order on the same trading day, are prohibited.
- 1.3 An offer for a short sale of securities on KRX and Korean Securities Dealers Automated Quotations (KOSDAQ) must be made at a price higher than the last traded price in the market unless the offer is part of an index arbitrage trade, an arbitrage trade between underlying stock and its option, an arbitrage trade between ordinary shares and its depositary receipt, a block or basket trade during the regular session, or a pre-trading hours or after-trading hours market trade. However, if the price of the securities in the market is rising (i.e., the last transacted price is higher than that of the preceding trade, or the last transacted price is at the daily limit high), the offer for the short sale may be made at the last transacted price.
- 1.4 Where you place a sale order to Relevant JPMorgan Entity, you must confirm to Relevant JPMorgan Entity (i) whether the order is a **long sale** or a **borrowed short sale**, (ii) in the case of a **borrowed** short sale, whether the order is **covered**, and if so the availability of stock.
- 1.5 Where Relevant JPMorgan Entity receives a long sale confirmation from you, and Relevant JPMorgan Entity has taken appropriate measures to block short sale orders from you in its Trading System, both Relevant JPMorgan Entity and you are exempt from the confirmation requirements in Clause 1.4 above.
- 1.6 Any breach of the applicable short sale regulations may result in:
- 1.6.1 Relevant JPMorgan Entity and/or you being subject to administrative sanctions, such as a fine up to 50,000,000 Korean Won, and an order of suspension of business.
- 1.6.2 In the case where (i) such breach(es) occur on two (2) or more trading days during the immediately preceding six (6) months; or (ii) the volume of the sale transaction(s) giving rise to the breach(es) exceeds 1,000,000,000 Korean Won on any given trading day in the immediately preceding six (6) months, the KRX, having notified such breach by you to Relevant JPMorgan Entity, shall share such information with the broker community in South Korea.
- 1.7 If you have committed a breach of short selling regulations, and quote a short sale order to Relevant JPMorgan Entity at any time during 30 calendar days after the KRX confirms such a breach, Relevant JPMorgan Entity is required (i) to verify that the short sale order is “covered” by requesting the submission in advance of supporting documentation from you; and (ii) to reject such short sell order if you fail to submit such documentation to the satisfaction of Relevant JPMorgan Entity.

## 2. **Governing Law**

To the extent that any provision herein relates to the orders to be executed through the KRX, such provision will be governed by and construed in accordance with the laws of the Republic of Korea.

Reference can be made to KRX at <http://eng.krx.co.kr>.

## **G. Rules for Trading on the Taiwan Stock Exchange Corporation (“TSE”)**

### 1. **Specific Rules for Trading Taiwan Securities**

- 1.1 You acknowledge and agree that, in accordance with Taiwan regulations and local market practice, all the sell orders through the Service will be passed through a position/availability checking mechanism connected with Taiwan Depository & Clearing Corporation to ensure that your securities are sufficient to cover your orders (“Availability Checking”). You consent

to and authorize Relevant JPMorgan Entity to conduct Availability Checking and you shall inform your local custodian that Relevant JPMorgan Entity is authorized on behalf of you to conduct Availability Checking.

- 1.2 You acknowledge and agree that any orders submitted by you for which you have insufficient funds or securities may result in settlement failures or trading errors and any trading errors resulting from your trades through DMA will be your responsibilities and will be identified by Relevant JPMorgan Entity as Client errors except for errors due to system failure or application problem. You shall use best endeavours to assist Relevant JPMorgan Entity make subsequent report, filing and response to inquiries from the regulators or Exchange, if any, including without limitation provide any document/acknowledged letter as requested by Relevant JPMorgan Entity. You further agree to hold the Relevant JPMorgan Entity harmless from and against all associated damages, losses, liabilities, costs and other expenses arising from such settlement failures or trading errors.
- 1.3 You acknowledge that short sell orders (including borrowed short sell, orders requiring pre-funding/pre-delivery, other orders that do not comply with Applicable Law, or orders for good until cancelled or overnight or orders that do not meet Trading System parameters set by Relevant JPMorgan Entity) shall not be supported by the Service and shall be automatically rejected by the Trading System.

2. **Specific Rules for SITE Clients**

Where (i) you are a securities investment trust enterprise licensed in Taiwan (a "SITE") and are submitting the orders on behalf of any of the securities investment trust funds managed by you (each a "SITE Fund"), or (ii) you are an entity licensed to engage in full discretionary investment in Taiwan and are submitting the orders on behalf of any of the discretionary investment accounts managed by you or the discretionary investment customer mandating you (each a "Discretionary Account/Customer"), the following shall apply:

- 2.1 the term "order" used in this Section G means orders for the purchase and sale of securities submitted by you on behalf of the SITE Fund or the Discretionary Account/Customer, as applicable, designated by you on an Exchange.
- 2.2 the term "Terms of Business" used in this Section G means any terms of business governing securities trading from time to time in effect between Relevant JPMorgan Entity and the SITE Fund or the Discretionary Account/Customer, as applicable, on behalf of which you submitted the order.
- 2.3 Clause 1.2 of this Section G shall be revised by replacing the words "Client errors" with the words, "errors of the SITE Fund or the Discretionary Account/Customer, as applicable, on behalf of which you submitted the order."

Reference can be made to the Securities and Futures Bureau at <http://www.sfb.gov.tw/en/>, TSE at <http://www.tse.com.tw/en/> and Gre-Tai Stock Exchange at <http://www.otc.org.tw/en/>.

## **H. Rules for Trading on the National Stock Exchange of India Limited (the “NSE”) and Bombay Stock Exchange Ltd (“BSE”)**

- 1.1 Solely for transactions executed on the NSE, a separate agreement is deemed to be created between you and Relevant JPMorgan Entity on the same terms as contained in this Agreement and
  - 1.1.1 in the case of transactions executed on the NSE where you are executing your own trades, the following provisions:  
[http://www.jpmorgan.com/directdoc/asian\\_markets\\_NSE\\_self.pdf](http://www.jpmorgan.com/directdoc/asian_markets_NSE_self.pdf); and
  - 1.1.2 in the case of transactions executed on the NSE where you are executing your trades through an investment manager, the following provisions:  
[http://www.jpmorgan.com/directdoc/asian\\_markets\\_NSE\\_IM.pdf](http://www.jpmorgan.com/directdoc/asian_markets_NSE_IM.pdf).
- 1.2 The terms of the attachments contained in subClauses 1.1.1 and 1.1.2 are mandatorily prescribed by the NSE. The other terms in this Agreement are not mandatory terms but are terms elected by Relevant JPMorgan Entity to govern the provision of the DMA facility to its clients. In the event of any inconsistency between the terms herein and the provisions in the attachment in subClause 1.1.1 or 1.1.2 (as the case may be), the latter shall prevail.
- 1.3 Reference can be made to the NSE at [www.nseindia.com](http://www.nseindia.com).
- 2.1 Solely for transactions executed on the BSE, a separate agreement is deemed to be created between you and Relevant JPMorgan Entity on the same terms as contained in this Agreement and
  - 2.1.1 in the case of transactions executed on the BSE where you are executing your own trades, the following provisions:  
[http://www.jpmorgan.com/directdoc/asian\\_markets\\_BSE\\_self.pdf](http://www.jpmorgan.com/directdoc/asian_markets_BSE_self.pdf); and
  - 2.1.2 in the case of transactions executed on the BSE where you are executing your trades through an investment manager, the following provisions:  
[http://www.jpmorgan.com/directdoc/asian\\_markets\\_BSE\\_IM.pdf](http://www.jpmorgan.com/directdoc/asian_markets_BSE_IM.pdf).
- 2.2 The terms of the attachment contained in subClauses 2.1.1 and 2.1.2 are mandatorily prescribed by the NSE. The other terms in this Agreement are not mandatory terms but are terms elected by Relevant JPMorgan Entity to govern the provision of the DMA facility to its clients. In the event of any inconsistency between the terms herein and the provisions in the attachment in subClause 2.1.1 or 2.1.2 (as the case may be), the latter shall prevail.
- 2.3 Reference can be made to the BSE at [www.bseindia.com](http://www.bseindia.com).

## **I. Rules for Trading on the Indonesia Stock Exchange (the “IDX”)**

### **1. Dispute Resolution**

In the event of a dispute, Relevant JPMorgan Entity and you will, in the first instance, settle such dispute through amicable deliberation. In the event such amicable deliberation is unsuccessful, Relevant JPMorgan Entity and you will settle the dispute via the Indonesian Capital Market Arbitration Board/*Badan Arbitrase Pasar Modal Indonesia* (BAPMI).

Reference can be made to the IDX at <http://www.idx.co.id> and Bapepam at <http://www.bapepam.go.id>.

**J. Rules for Trading on Bursa Malaysia Securities Bhd (“Bursa Malaysia”)**

1. **Applicable Law**

You must keep yourself informed and updated in relation to all Applicable Law. Relevant JPMorgan Entity does not have a duty to inform you or keep you updated on amendments to Applicable Law. It remains your duty to be aware of, and ensure compliance with, all relevant Applicable Law.

Reference can be made to the Securities Commission at <http://www.sc.com.my> and Bursa Malaysia at <http://www.bursamalaysia.com/market/regulation/>.

**K. Rules for Trading on the Stock Exchange of Thailand (the “SET”)**

1. **Scope**

The term “Applicable Law” shall include the Securities and Exchange Act of Thailand (as amended and updated from time to time), and all rules, regulations, subsidiary legislation, guidelines, codes, Board of Governors resolutions, circulars and notifications issued thereunder, including but not limited to the Regulations of the SET re: Securities trading through the DMA system, 2007 (Bor.Sor./Saw.04-00).

2. **Applicable Law**

You must keep yourself informed and updated in relation to all Applicable Law. Relevant JPMorgan Entity does not have a duty to inform you or keep you updated on amendments to Applicable Law. It remains your duty to be aware of, and ensure compliance with, all relevant Applicable Law.

Reference can be made to the SET at [http://www.set.or.th/en/regulations/rules/trading\\_p1.html](http://www.set.or.th/en/regulations/rules/trading_p1.html).