

Principles of Doing Business | Flow Traders Asia Pte. Ltd.

Introduction

We are Flow Traders Asia Pte. Ltd. ("FTA"), a proprietary trading firm that is not licensed by the Monetary Authority of Singapore ("MAS"). FTA is exempted from the requirement to hold a capital markets services licence for the regulated activity of "dealing in securities" under the Securities and Futures Act (Chapter 289 of Singapore) ("SFA"), under which FTA carries on business in dealing in securities for its own account, or an account belonging to and maintained wholly for the benefit of its related corporations, and with or through certain counterparties which FTA has approved and accepted. The principles set out below (the "Principles") constitute a legally binding contract which you accept for yourself by giving us instructions to deal with us after our dispatch of these Principles to you. These Principles shall govern our relationship regardless of other contractual provisions.

Relationship

In our off-exchange transactions with you we always act as a principal, for our own risk and on our account only, whether or not we choose to hedge our positions in such transactions, enter into back-to-back transactions with counterparties or take a speculative position or otherwise. We do not provide any investment advice or service or any ancillary service to you. Entering into transactions does not constitute a client relationship for either party. None of the provisions relating to clients will apply to any off-exchange transactions we enter into with you, including client categorization, conflicts of interest, conduct of business and client order handling rules. The obligation to execute orders on terms most favorable to the client does not apply.

You cannot rely upon us protecting your interests in relation to any element of any off-exchange transaction, including in respect of pricing and other elements such as timing, manner of execution, speed or likelihood of execution or settlement.

It may be the case that you are acting for or on behalf of underlying third parties. In that case, we identify you as our trading counterparty, which does not imply any relationship with, or responsibilities, obligations or liabilities in respect of, such underlying third parties unless we agree to separately accept them as our counterparty.

You alone shall be responsible for deciding to enter into a transaction with us and whether you are allowed to do so under applicable laws, regulations or other provisions. You alone shall be responsible for accepting the relevant elements of a transaction, including the instrument, quantity and price, and all risks of the transaction. When a person reasonably appears to be your authorized representative, we rely on such appearance to enter into binding transactions with you without further inquiry.

If you are resident in the United States and you enter into off-exchange transactions in securities as defined under the United States Securities Exchange Act (Exchange Act) with us as principal, you represent and warrant that you are registered with the United States Securities and Exchange Commission (SEC) as a broker or dealer under Section 15 of the Exchange Act and under the securities laws of each state in which your activities require such registration.

If you enter into off-exchange transactions in securities as defined under the Exchange Act with us as agent for persons resident in the United States, you represent and warrant (i) that you are registered with the SEC as a broker or dealer under Section 15 of the Exchange Act and under the securities laws of each state in which your activities require such registration or that you are exempt from such registration pursuant to Rule 15a-6 under the Exchange Act; and (ii) that you have been duly and legally authorized by such persons resident in the United States to transact in off-exchange transactions on their behalf.

If you are resident in Singapore and you enter into off-exchange transactions in "securities" as defined under the SFA with us as principal, you represent and warrant that you are one of the following:

- a) the holder of a capital markets services licence for "dealing in securities" under the SFA;
- b) a bank licensed under the Banking Act (Chapter 19 of Singapore);
- c) a merchant bank approved as a financial institution under the Monetary Authority of Singapore Act (Chapter 186 of Singapore);
- d) a bank licensed, registered, approved or otherwise regulated under the laws of a jurisdiction outside Singapore to conduct banking business, but only in relation to securities that are not quoted on a securities exchange¹;
- e) a corporation or firm licensed or registered to carry on business in dealing in securities under the laws of a jurisdiction outside Singapore, but only in relation to securities that are not quoted on a securities exchange; or
- f) the Central Depository (Pte.) Ltd. pursuant to its securities borrowing and lending facility.

Trading

We only enter into transactions relating to financial instruments on a request-for-quote basis. Neither of us is obliged to enter into any transaction with the other. Quotes are specific in terms of instrument, quantity and price. A transaction materializes if a quote from us is accepted by the recipient of such a quote.

Unless agreed otherwise, executed transactions are confirmed by us sending you a trade confirmation (a template of which has been provided to you), evidencing all relevant elements of the transaction, identifying you as the relevant counterparty. You may request us to include specific account details, although this does not imply that we enter into a transaction or a relationship with any underlying third party. Although we observe due care in our communications, the information provided to you is not necessarily accurate or complete and you should verify all confirmations and statements. Confirmations and statements are conclusive and binding on you unless (i) you object to it in writing within 2 business

¹ A "securities exchange" is defined as an approved exchange as approved by the MAS under section 8(1) of the SFA.

days from the date on which such confirmation or statement is sent or (ii) we at any time notify you of an error.

We rely on the correctness of your communications with us. However, we may cancel or amend the elements of a transaction in case of any error or a (potential) violation of applicable laws or regulations or generally accepted market practices, regardless of cause. A cancellation or correction will be binding upon both parties.

Post-transaction events

We submit all transactions to our clearing member for settlement on the basis of delivery-versus-payment in accordance with relevant market conventions and our standard settlement instructions (as provided to you) unless agreed otherwise.

We will only fulfil our own applicable post-trade obligations (including reporting, publication and tax obligations) in respect of relevant transactions and cannot be held responsible or liable for any of your obligations. Taxes will be paid or withheld by the relevant party as prescribed by applicable laws and regulations from time to time.

Miscellaneous

No party will hold the other party, or any of its employees, officers, representatives or affiliates, liable for any damages (whether direct, indirect or consequential) or any expenses regardless of cause, except in case of fraud, willful misconduct or gross negligence regardless of cause.

We process personal information in order to enter into and process transactions with you. Communications may be recorded, processed, stored and used by us for compliance and regulatory purposes. The Flow Traders Privacy Policy, as may be amended, supplemented or substituted from time to time, which is available at www.flowtraders.com ("Privacy Policy") is incorporated by reference into, and forms part of, these Principles and shall apply to all personal data that you provide to us or that we have obtained from other sources or that arises from your relationship with us. You hereby agree and consent to the collection, retention, use, disclosure, processing and/or transfer of your personal data in accordance with the Privacy Policy and these Principles. Where you have provided us with personal data of any individual, you represent and warrant that you have obtained prior consent from the individual to the collection, retention, use, disclosure, processing and/or transfer of such personal data by us in accordance with the Privacy Policy and these Principles.

No party will publicly refer to any transaction, the other party or use the name or logo of the other party without prior approval unless obliged to do so by law or a competent authority. No warranty of accuracy is given and no liability in respect of any error or omission is accepted in respect of our communications with you. All intellectual property rights, including trademarks, are those of their respective owners. All rights reserved.

These Principles and any transaction entered into with you pursuant to these Principles (including any contractual or non-contractual rights, obligations or liabilities arising in any way out of or in connection

with these Principles, and any issue as to the existence, validity or termination of these Principles) shall be governed by and construed in accordance with Singapore law. Each of us irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore.

Whenever you engage into trading with us you agree to these Principles as may be amended from time to time. If you do not agree with these Principles please notify onboarding@sg.flowtraders.com immediately.