

TERMS AND CONDITIONS GOVERNING ELECTRONIC PAYMENT FOR SHARES

- 1) I/We acknowledge that I/we understand, accept and agree to the following terms and conditions: -
 - a) OSPL shall be entitled, but not bound, from time to time to pay the sales proceeds and contra gains (the "sales proceeds") arising from the transactions effected through the Trading Account to the designated Bank Account. OSPL may, at its option, elect to pay me/us the sales proceeds by cheque and such election shall be binding on me/us.
 - b) No payments shall be made by OSPL to the designated Bank Account through the Electronic Payment for Shares service (the "service") on Saturdays or half business days of the Bank or OSPL.
 - c) OSPL shall be entitled, but not bound, from time to time to:
 - i. deem and treat any payments made by me/us from time to time through the service (the "electronic payment") as being paid on the market day following the date of the electronic payment;
 - ii. apply all or any amounts received pursuant to the electronic payment in payment of outstanding purchases or contra losses (the "outstanding contracts") made through the Trading Account in chronological order so that the outstanding contract for which payment is due first will be settled first, notwithstanding any instructions from me/us as to how the electronic payment is to be applied; and
 - iii. setoff all or any amounts received pursuant to the electronic payment against all or any amounts due and owing by me/us to OSPL before applying the said electronic payment to settle any outstanding contracts, notwithstanding any instructions from me/us as to which outstanding contract the electronic payment is to be applied.
 - d) OSPL and the Bank are not responsible for any errors, inaccuracies or omissions (the "omissions") in the information that may be displayed or transmitted by the Bank to me/us for the purpose of making any electronic payments through the service such as the contract or contra statement numbers and the amounts due thereunder. My/Our liability to OSPL for all and any amounts owing to OSPL shall be unaffected by the omissions.
 - e)
 - i. I/We shall remain liable to OSPL for all and any amounts owing OSPL howsoever arising from transactions effected through the Trading Account until full payment is received by OSPL.
 - ii. An electronic payment shall be deemed to be received by OSPL if OSPL's bank account is credited with the electronic payment. An instruction to the Bank to debit the designated Bank Account and/or to transfer any amount from the designated Bank Account to OSPL shall not constitute payment to OSPL.
 - iii. Nothing herein shall prejudice or preclude OSPL from exercising its rights to recover any amounts due and owing to OSPL howsoever arising from transactions effected through the Trading Account, including the right to force-sell securities purchased under outstanding contracts, until OSPL has received full payment therefor.
 - iv. Where OSPL has exercised its rights to force-sell any securities, OSPL shall be entitled to apply all or any amounts received pursuant to the electronic payment in accordance with condition 1.c(iii) hereof.
 - f) Neither OSPL, the Bank nor their respective agents shall be liable for any losses, consequential losses, damages, costs and charges suffered by me/us or any other party as a result of any failure by the Bank to credit payment of the sales proceeds into the designated Bank Account or as a result of any failure by the Bank to transfer any electronic payment from the designated Bank Account to OSPL or as a result of any malfunction partial or total failure of any machine, data processing system, electronic transmission or communications system or arising from causes or circumstances beyond the control of OSPL, the Bank or their respective agents.
 - g) OSPL and/or its agent's records of the instruction, operations or transactions made or performed, processed or effected through the services by OSPL and/or its agent or by or purported to be from me/us or by the Bank shall be binding and conclusive on me/us for all purposes whatsoever and shall be conclusive evidence of the instructions, operations or transactions.
 - h) OSPL shall be entitled to add, vary, rescind or amend any of these terms and conditions at any time at its discretion.
- 2) I/We acknowledge that the authorisations herein shall continue to be in force until I/we expressly revoke them by giving three (3) weeks notice in writing to OSPL or the closure of the designated Bank Account, whichever is earlier. OSPL may in its absolute discretion terminate the Electronic Payment for Shares service by giving me/us written notice at my/our mailing address of my/our joint account(s) stated above.
- 3) Without prejudice to the provisions in any terms and conditions where I/we have authorised OSPL to disclose, reveal and divulge any information in relation to me/us in such manner and to such persons as may be specified in such terms and conditions, I/we hereby further consent to the disclosure by OSPL to the Bank and to any relevant person of all or any of the information in relation to or concerning the transactions effected through the Trading Account such as the contract or contra statement numbers, amounts due thereunder, the Trading Account number and such information as may be necessary or appropriate or that may arise in order to effect, or as a result of, the payments to the designated Bank Account by OSPL or the payments by me/us to OSPL from the designated Bank Account through the Electronic Payment For Shares service.
- 4) For the avoidance of doubt, I/we acknowledge and hereby confirm that the terms and conditions set out above and this clause (all as set out in these Terms and Conditions Governing Electronic Payment For Shares) shall be binding on me/us whenever payments are made to the designated Bank Account by OSPL or whatever payments are made by me/us to OSPL from the designated Bank Account through the Electronic Payment For Shares service.