



Terms & Conditions applicable to Stocks Collateralization

1. The Client shall ensure that the type of Collateral deposited be in accordance with all Applicable Laws.
2. From time to time, Saxo Capital Markets may require you to provide margin payments, which, other than with our expressed prior consent, will only be provided in the form of cleared funds (in our bank account).
3. If assets other than cash are accepted as Collateral, we will be entitled to realise such assets, without further notice to the Client and in any manner deemed appropriate by Saxo Capital Markets.
4. In the event that an applicable authority controlling the Collateral or other paying agent declines to transfer funds to us for any reason whatsoever, then we may, at our absolute discretion, treat any Transaction entered into by us in reliance on receipt of those funds as void from the outset or close it at our then prevailing price, and recover any losses and expenses arising from the avoidance or closure of the Transaction from you.
5. Saxo Capital Markets reserves the right to stipulate the method of payment to be used by you on any Collateral held. We also reserve the right to suspend or amend the terms of this arrangement without prior notice to you.
6. Saxo Capital Markets reserves the right to at its own discretion and without prior notice or consent alter the acceptable Collateral list.
7. Any out of pocket expenses, interest costs, fees, etc., arising as a result of or in connection with managing such Collateral will be borne by the Client.
8. Any amendments to the Facility offered under these terms would be subject to a 14 day notice period.
9. The Client agrees that Saxo Capital Markets will not be held responsible or liable for any losses or expenses incurred by the Client in relation to or in connection with the Client's participation in the Facility. The Client further agrees to indemnify and keep indemnified Saxo Capital Markets for all losses or liability arising from the acts, omissions and delays connected to or related to the Client's participation in the Facility.

Relevant definitions:

“Applicable laws” means all:

- (a) applicable provisions of laws and regulations including all relevant rules of government agencies, exchanges, trade and clearing associations and self-regulatory organisations, that apply to the parties, this Agreement and the transactions contemplated by this Agreement;
- (b) applicable Singapore Law;
- (c) applicable Market Rules;

“Client” means the individual person(s) or legal entity being a customer of Saxo Capital Markets;

“Collateral” means any securities or other assets deposited with Saxo Capital Markets by the Client; and for the purpose of margin requirements, shall mean such “acceptable collateral” as defined in the Securities and Futures (Financial and Margin Requirements for Holders of Capital Markets Services Licence) Regulations, as may be amended from time to time, and as approved by Saxo Capital Markets;

“Facility” means any Collateral deposited with Saxo Capital Markets for the purpose of margin trading.

“Transaction” means a future, option, contract for differences, leveraged foreign exchange, spot or forward contract of any kind in relation to any Contract or any combination of Contracts as the context requires.