



## ADDITIONAL INFORMATION

The purpose of the Client Agreement is to allow FHL Securities Limited (FHLS) to gather the primary information needed as per the South Pacific Stock Exchange (SPSE) Business Rules in order to conduct business on our clients' behalf, in our role as members of the SPSE. The Client Agreement is to be filled only once when you as the customer use FHLS services for the first time. The client agreement shall determine the type of customer as follows:

1. **“Execution only customer”** FHLS takes buy and sell orders only on the basis that you the customer gives specific instructions as to the security, quantity and maximum/minimum price, no investment advice.
2. **“General customer”** FHLS may on occasions offer specific or general investment advice. FHLS can contact the customer with trading suggestions or distributes research material to the customer.
3. **“Discretionary customer”** is when you the customer have given authority to FHLS to make investment decisions concerning a portfolio of securities or specific securities. Please note that an instruction to deal “at best” or the giving of discretion in terms of a specific order does not make you the customer a “discretionary customer”

However if in the case you, the client wish to engage FHLS' services purely for the sale and or purchase of financial securities (**One Off, Execution Only**) as instructed, then you the client is required to note and sign on the order every time you place an order with us that you do not wish to disclose personal information or have an on going relationship with FHLS. So with this type of customer you don't have to fill the Client Agreement Form.

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## CONDITIONS

The Order on the face hereof is given subject to the following terms and conditions:

1. No Buying Order shall be accepted by FHL Securities Limited unless it is in writing and on the official form provided by the FHL Securities Limited.
2. Buying Orders shall be accompanied by a full (100%) payment unless prior alternative arrangements have been made and agreed to by FHL Securities Limited;
3. For joint or group accounts FHLS will need all the names on the buy order to sign and print their names beside their signatures or otherwise specified in the Client Agreement.
4. Orders may be amended or cancelled by verbal or written notice given by the party placing the Order and the time, date, received and the instructions noted on the relevant FHLS Order form.
5. In the event of default by either Buyer or Seller in completing the Contract of Sale, FHL Securities Limited shall without prejudice to its other remedies at law for breach of contract or otherwise, be entitled to exercise all or any of the following remedies viz:
  - a) To rescind the Contract of sale
  - b) To sue for specific performance of the Contract either as principal or agent;
  - c) To recover damages for breach of Contract;
  - d) To forfeit any deposit paid as liquidated damages;
  - e) To re-sell the securities and recover any deficiency on re-sale from Buyer in fault.
6. FHL Securities Limited may conclude transactions at any price within the authority given to it by the Buyer, which may consider appropriate in its absolute discretion and for the purpose for fulfilling any Buying Order it may conclude more than one transaction within such authority;
7. No Claim whatsoever shall be maintainable against FHL Securities Limited in respect of any action undertaken by it in good faith and without negligence;
8. Commission is payable by both the Buyer and the Seller at rates current on the date of issue of the Contract Note.
9. FHLS will execute the transfer of shares for the buyer during settlement.
10. For overseas clients who deposit money into our Trust Account, FHLS will only place your order on the SPSE once confirmation is received from the bank and receipted in our Trust Receipt book.
11. For clients, purchasing as (Groups, Companies, Trusts, Villages etc) FHLS will only place your order on the SPSE, once all documentary requirements for the purchase have been fulfilled. That, it is the client's responsibility to ensure that all requirements are met.