

## TERMS AND CONDITIONS GOVERNING OCBC ROBOINVEST

These Terms and Conditions (as defined below) shall apply to the OCBC RoboInvest accounts (“accounts”) opened with Oversea-Chinese Banking Corporation Limited (“OCBC Bank”).

### 1. General

- 1.1 In these Terms and Conditions, references to "us" and "we" means OCBC Bank. The term "customer" and "client" and "you" and "your" means any person operating an account with us.
- 1.2 Your access to the OCBC RoboInvest platform (referred to as the “platform”) for which we are a licensed user is subject to these terms and conditions, disclaimers and any other applicable terms and conditions which are incorporated herein by reference (collectively, the “Terms and Conditions”), as they may be amended from time to time, and all applicable laws. We have entered into agreement with Planar Investments Pte Ltd (“Platform Operator”), who have designed, developed and operates the platform on our behalf.
- 1.3 These Terms and Conditions contain important information regarding the services, functions and features that we will provide to you via the platform or which are set out under these Terms and Conditions (“**Services**”) and for your own protection you should read them carefully before accepting them. If you do not understand anything in these Terms and Conditions, please send an electronic mail (“e-mail”) to [support@OCBCRoboInvest.com](mailto:support@OCBCRoboInvest.com) and ask for further information.
- 1.4 You may access the website directly through the OCBC Internet Banking Service, and you agree and understand that you are responsible for maintaining the confidentiality of your OCBC Internet Banking Service access credentials. You acknowledge and agree to the Platform Operator and OCBC Bank sharing certain information, including but not limited to the fact that you have an account or (as the case may be) OCBC account and the user ID comprised in your OCBC Internet Banking Service access credentials, in order to provide such access.
- 1.5 Without prejudice to any other terms and conditions, such access is provided ‘as-is’ for your convenience and the OCBC Internet Banking Service is not operated by the Platform Operator Accordingly, neither we nor the Platform Operator shall not be liable to you for any loss, damages or expenses (including any direct, indirect, incidental, special, consequential or punitive damages or economic loss or any claims for loss of profits or loss of use) whatsoever or howsoever caused (regardless of the form of action) arising directly or indirectly in connection with any access or use of the platform and/or inability to access the platform through the OCBC Internet Banking Service.
- 1.6 By providing the platform with your e-mail address, you agree to receive all required notices electronically, to that e-mail address. It is your responsibility to update or change that e-mail address, as appropriate. If you become aware of any unauthorised use of your User Registration, please notify [support@OCBCRoboInvest.com](mailto:support@OCBCRoboInvest.com).
- 1.7 By accessing or using the platform in any way, you agree to be bound by and to comply with these Terms and Conditions and all applicable laws, rules and regulations and any restrictions defined in the Terms and Conditions and other applicable agreements, disclosures, and documents. If you do not agree to these Terms and Conditions, please do not continue to access and/or use the platform or the Services. You agree that you will not, and will not permit anyone else to:
- (a) store, copy, modify, or resell any of the information available on the platform or compile or collect any such information as part of a database or other work;
  - (b) use any automated tool (e.g., robots, spiders) to use the website or store, copy, modify, distribute, or resell any such information;
  - (c) rent, lease, or sub-license your access to the platform to another person;
  - (d) use, copy or otherwise exploit the website or any related concepts, content or information available on the platform for any purpose except for your own personal, non-commercial use;
  - (e) circumvent or disable any digital rights management, usage rules, or other security features of the platform; and/or
  - (f) use the website in a manner that threatens its integrity, performance, or availability; or

(g) remove, alter, or obscure any proprietary notices (including copyright notices) on any portion of the website or information available on the platform.

## 2. Platform Usage

2.1 You agree you will:

(a) comply with all applicable laws, including, without limitation, privacy laws, intellectual property laws, anti-spam laws, export control laws, tax laws, and all regulatory requirements;

(b) provide accurate information to us, whether reported directly or through a third party whom you authorise, and keep it updated;

(c) use the Services solely for your personal, non-commercial use; and

(d) keep your OCBC Internet Banking Service access credentials confidential.

2.2 You agree you will not:

(a) circumvent, disable, or otherwise interfere with security-related features of the platform or features that prevent or restrict use or copying of any content or user information;

(b) upload, e-mail, transmit, provide, or otherwise make available:

(i) any user information which you do not have the lawful right to use, copy, transmit, display, or make available (including any user information that would violate any confidentiality or fiduciary obligations that you might have with respect to the user information);

(ii) any user information that infringes the intellectual property rights of, or violates the privacy rights of, any third-party (including without limitation copyright, trademark, patent, trade secret, or other intellectual property right, moral right, or right of publicity); or unsolicited or unauthorised advertising, promotional materials, junk mail, spam, chain letters, pyramid schemes, or any other form of solicitation;

(iii) any personal information that is unlawful, obscene, harmful, threatening, harassing, defamatory, or hateful, or that contain objects or symbols of hate, invade the privacy of any third-party, contain nudity, are deceptive, threatening, abusive, inciting of unlawful action, or are otherwise objectionable in the sole discretion of the RoboInvest platform;

(iv) any information or content that contains software viruses or any other computer code, files, or programs designed to (i) interrupt, destroy, or limit the functionality of any computer software; or (ii) interfere with the access of any user, host or network, including without limitation overloading, flooding, spamming, mail-bombing, or sending a virus to the RoboInvest platform; and/or

(v) any personal information that includes code that is hidden or otherwise surreptitiously contained within the User information;

(c) use any meta tags or other hidden text or metadata utilising our trademark, URL or product name;

(d) forge any TCP/IP packet header or any part of the header information in any posting, or in any way use the platform to send altered, deceptive, or false source- identifying information;

(e) interfere with or disrupt (or attempt to interfere with or disrupt) any platform, server, and/or network, or the technical delivery systems of the platform's providers, or disobey any requirements, procedures, policies, or regulations of networks connected to the platform;

(f) attempt to probe, scan, or test the vulnerability of any platform system and/or network or breach or impair or circumvent any security or authentication measures protecting the platform;

(g) attempt to decipher, decompile, disassemble, or reverse-engineer any of the software used to operate the platform;

(h) attempt to access, search, or meta-search the platform or content thereon with any engine, software, tool, agent, device, or mechanism other than software and/or search agents provided by the platform or other generally available third-party web browsers, including without limitation any software that sends queries to the platform to determine how a website or web page ranks;

(i) violate the terms of service or any other rule or agreement applicable to you or the platform's inclusion in, reference to, or relationship with any third party or third-party site or service, or your use of any such third-party site or service;

(j) collect, store, use or disclose personal information about other users without their express permission;

(k) impersonate or misrepresent your affiliation with any person or entity, through pretexting or some other form of social engineering, or commit fraud;

(l) solicit any User for any investment or other commercial or promotional transaction;

(m) violate any applicable law, regulation, or ordinance;

(n) scrape or copy information through any means (including crawlers, browser plugins and add-ons, and any other technology or manual work);

(o) use, launch, or permit to be used any automated system, including without limitation "robots," "crawlers," or "spiders";

(p) copy or use the information, content or data on the platform in connection with a competitive service (as determined by us);

(q) monitor the platform's availability, performance or functionality for any competitive purposes; or

(r) use the platform or content thereon in any manner not permitted by these Terms and Conditions.

2.3 If you become aware of misuse of the platform or content thereon by any person, you shall contact [support@OCBCRoboInvest.com](mailto:support@OCBCRoboInvest.com) to report any abuse. We have adopted and implemented a policy for the platform that provides for the termination of accounts of users who infringe the rights of copyright holders.

### **3. Communications**

3.1 We have entered into agreements with the Platform Operator to provide the customer service support on behalf of OCBC Bank for matters relating to the platform. They will be providing e-mail support through [support@OCBCRoboInvest.com](mailto:support@OCBCRoboInvest.com) and will be corresponding with you at the e-mail address that is registered with OCBC Bank

3.2 We will send all notices, information and other correspondence to you at the e-mail address that is registered with OCBC Bank. All notices shall be deemed to have been received by you immediately upon an e-mail being sent by us to the e-mail address provided by you, or immediately upon the message being sent by us to you through the website.

3.3 We cannot guarantee that electronic communications will be successfully delivered, or that they will be secure and virus free. We will not be liable for any loss, damage, expense, harm or inconvenience caused as a result of an e-mail being lost, delayed, intercepted, corrupted or otherwise altered or for failing to be delivered for any reason beyond our reasonable control.

3.4 All communications in relation to the Services provided under these Terms and Conditions will be in English.

3.5 By purchasing a portfolio on the platform, you automatically sign up for notifications and alerts via e-mail. We may include your name, or e-mail address and information about your portfolio(s) if you are a Client. Anyone with access to your e-mail will be able to view these alerts.

#### **4. Your information**

4.1 We may require to verify your identity in accordance with applicable laws and regulations. For this reason, we may use your personal data, as that phrase is defined in the Singapore Personal Data Protection Act 2012 (“personal information”), in order to carry out electronic searches on private and public databases. We will keep records of any information obtained. We may use credit reference agencies which will record that an enquiry has been made. By entering into these Terms and Conditions you confirm your acceptance of our use of credit reference agencies which will result in such a record.

4.2 In order to provide the Services to you, we and/or the Platform Operator will need to collect, use, share and store any of your data or personal data, which includes information relating to you and your investments (“personal information”).

4.3 You authorise us and the Platform Operator and us to collect, use and disclose any of your personal information which is relevant to our provision of the Services to you for all reasonable purposes in relation to your Portfolio, which include without limitation to perform the following activities:

(a) collecting, storing, processing, using and disclosing such personal information for the following purposes:

(i) managing all aspects of the Services provided by us, including due diligence, generating reports and general administrative processes;

(ii) providing and maintaining references;

(iii) complying with applicable laws, regulations, rules and orders, and the applicable code of conduct, policies and procedures, or any other regulations applicable to us or of us as may be prevailing from time to time; and

(iv) for other reasonable purposes in accordance with the OCBC Data Protection Policy, available at <https://www.ocbc.com/personal-banking/policies>; and

(b) making such personal information available or disclosing such personal information (including where the personal information is transferred from Singapore to any other country) to those who provide products or services to us (such as financial institutions and fiduciary service providers), regulatory authorities, governmental or quasi-governmental organisations and of our potential purchasers or any part of our business.

4.4 We may retain and continue to process your personal information after the termination of these Terms and Conditions or any other agreement between you and us. Your personal information may be transferred or disclosed to and/or by third parties where necessary, as stated above. This enables us to provide the Services to you and to discharge our obligations to third parties, including relevant stock exchanges, government agencies and regulators. Your personal information may be transferred outside of Singapore.

4.4A You agree that we shall be permitted to reveal or disclose any or all of your information (including without limitation, information relating to your account) to any person for any purpose that we deem reasonable.

4.5 With your consent, your personal information may be used by us in order to provide you with information and marketing materials in relation to our other products and services. By entering these Terms and Conditions you confirm your wish for your personal information to be processed for these additional purposes.

#### **5. Your Undertakings and Warranties**

- 5.1 You agree that the information provided by you in the Customer Account Review ("CAR") questionnaire as part of the account opening process is complete and accurate in all respects.
- 5.2 You warrant and represent that the funds utilised for the Investments are funds that are from legitimate sources in connection with your regular business activities (as the case may be) and which do not constitute the benefits of criminal conduct within the meaning of the Corruption, Drug Trafficking and Other Serious Crimes (Confiscation of Benefits) Act (Cap 65A).
- 5.3 You acknowledge that due to anti - money laundering checks and our internal policies, we may require further information from you before the application can be processed, or perform refund if the required information is not provided or not satisfactory (For example, the name of your account used to perform bill payment does not match the name in your account), and we shall be held harmless and indemnified against any loss arising as a result of a failure to process the application if such information has been requested by us and has not been provided by you.
- 5.4 You confirm that your name does not and has not at any time appeared on the "watch lists" published by the United Nations as persons who are linked to terrorist activities or "watch lists" as required under the Terrorism (Suppression of Financing) Act (Chapter 325) pursuant to which dealings with persons specified therein are prohibited, restricted or discouraged.
- 5.5 You warrant that you are able to acquire the investments in your Portfolio without violating any applicable laws.
- 5.6 You confirm that in the case of delay or failure to provide satisfactory information, we may take such action (including declining to accept an application) as we think fit.
- 5.7 You represent and warrant that you are not a politically exposed person or those persons or entities that are included on the List of Specially Designated Nationals and Blocked Persons maintained by the US Treasury Department's Office of Foreign Assets Control ("OFAC").
- 5.8 You undertake to inform us immediately if any of the representations, warranties, undertakings and/or confirmations or any other matter stated in these Terms and Conditions changes or is no longer accurate and complete in all respects.
- 5.9 You acknowledge and agree that insofar as reports, statements or other information are provided by the us electronically, electronic transmissions are not always secure and cannot be guaranteed to be error free as they can be intercepted, amended, lost or destroyed, or contain viruses. You accept these risks accordingly and agrees that none of us, including the Platform Operator, and our respective affiliates, directors, members, partners, shareholders, officers, employees and agents, shall be liable and each of the foregoing shall be held harmless for any losses, costs, damages, claims, demands and expenses whatsoever which you may incur or sustain.
- 5.10 You agree and understand that you may not create or permit to subsist any mortgage, charge, pledge, lien, encumbrance or other security interest whatsoever on or over or in respect of all or any of the investments in your Portfolio or agree to do any of the foregoing.
- 5.11 If you are a natural person, you warrant and covenant with us that:
- (a) you are of full legal age and has the legal capacity to execute, deliver or perform these Terms and Conditions and to make the Investments envisaged thereby;
  - (b) you are not a bankrupt or otherwise financially insolvent;
  - (c) no steps have been taken or are being taken to appoint a receiver and/or official assignee or liquidator over or in relation to you or your assets, with a view to making you a bankrupt; and
  - (d) where you consist of more than one person, each and every person individually warrants and undertakes to us in addition to the warranties and undertakings set out above that:

(i) each person's liability pursuant to the application of the terms of these Term and Conditions shall be joint and several; and

(ii) any such person shall have full authority to give any instructions and carry out any other actions pursuant to the application of the terms of these Terms and Conditions and to receive any demands, notices, statements, payments and other communications for and on behalf of all such persons.

5.12 If any of the foregoing representations, warranties or covenants ceases to be true or if we no longer reasonably believe that we has satisfactory evidence as to their truth, notwithstanding any other agreement to the contrary, we may be obligated to freeze the your Investment, either by prohibiting additional investments, declining or suspending any withdrawal requests and/or segregating the assets constituting the Investment in accordance with applicable regulations, or your investment may immediately be liquidated by us, and we may also be required to report such action and to disclose your identity to the Authority, or other authority. In the event that we are required to take any of the foregoing actions, you understand and agree that you shall have no claim against us, Platform Operator or any licensed banks/custodians/brokers or any other service providers which are used to provide the Services to you, and their respective affiliates, directors, members, partners, shareholders, officers, employees and agents for any form of damages as a result of any of the aforementioned actions.

## **6. Our Services**

6.1 The Services that we will provide under the terms of these Terms and Conditions are only available to OCBC Bank customers who are at least 18 years of age and are Non-US persons.

6.2 We will provide you with a number of different types of services as part of the Services under the terms of these Term and Conditions as follows:

- (a) the platform for you to select and invest in portfolios. You can specify the amount to invest in (Different minimum amount for each portfolio) and once the funds are transferred, Saxo Capital Markets Pte Ltd ("Saxo") will be informed to execute the relevant trades;
- (b) withdrawal from invested portfolios. You may choose to withdraw anytime from your investments, partially or the full investment amount.

### **6.3 Corporate Actions**

- (a) Mandatory Corporate Actions – In the event of mandatory corporate actions, you will be allocated, on a pro rata basis based on your holdings applicable, the dividends or quantity of shares/units of the relevant Security, rounded down to the nearest whole number.
- (b) Voluntary Corporate Actions - We shall, wherever reasonably practicable, seek your decision regarding voluntary corporate actions in writing, and execute your instructions accordingly. If you do not provide the necessary instructions within the due date mentioned in the notice or where it is not practicable to seek your decision regarding voluntary corporate actions in writing, the default option will be executed by us on your behalf. You agree that you will not hold us responsible for any loss or liability arising from execution of the same.

### **6.4 Voting Rights**

You agree to waive any and all voting rights entitlement, if applicable, for Securities purchased under the platform.

6.5 Your assets will be held in a custodian account of Saxo. Please see clause 8 for details.

6.6 You shall be responsible for procuring the relevant tax and legal advice in relation to the Investments, and we will not be responsible for provision of the same.

6.7 You shall ensure that throughout the usage of this platform, there is a valid OCBC account for the funds to be credited to in the event you made a withdrawal.

#### 6.8 Instructions

- (a) Instructions once issued and received, are treated as being fully authorised by you, intended as received by the platform and irrevocable and binding on you.
- (b) If on the date of instruction it is a public holiday in the relevant market, the platform will typically execute Instructions in the relevant market on the first business day thereafter.
- (c) The platform shall be allowed such amount of time to process and implement an instruction as may be reasonable, having regard to the systems and operations of the platform and the other circumstances then prevailing, and neither we nor the Platform Operator shall be liable for any loss arising from any delay on the part of the platform in acting on the instruction.
- (d) Nothing in these terms and conditions however obliges the platform to execute any trade for you, and the platform may refuse to execute any such trade or otherwise act on any instruction without having to give a reason.

6.9 We reserve the right to impose charges or to revise at any time such charges for your use of the platform, upon written notice to you or as displayed on the relevant screen. Such charges or revisions shall take effect from the date stated in the notice or as displayed on the relevant screen. Where you continue to access or use the platform, you shall be deemed to have agreed to and accepted such charges or revisions to such charges.

### 6A. Monthly Investment Plan

- 6A.1 You may choose to make recurring investments of a specified lump sum amount of funds ("**Monthly Investment Amount**") on a monthly basis in respect of a portfolio via the platform (each such transaction, a "**Monthly Investment Transaction**"), in accordance with such instructions as may be prescribed by us from time to time on the platform.
- 6A.2 The Monthly Investment Amount is subject to such minimum or maximum amount as may be prescribed by us from time to time and may differ across different portfolios.
- 6A.3 You hereby agree and acknowledge that by instructing us to make a Monthly Investment Transaction in accordance with our instructions, you are instructing and authorising us to debit the relevant Monthly Investment Amount from such bank account maintained with us which you have selected for the purposes of such Monthly Investment Transaction ("**Funding Account**") on a monthly basis (on such day of the month you have chosen) and transfer or procure the transfer of such Monthly Investment Amount into the Main Account (as defined below) for the purposes of investment in the relevant portfolio;
- 6A.4 You acknowledge and agree that we shall be entitled, at our absolute discretion, to reject or refuse to accept or process or to cancel any Monthly Investment Transaction, including if there are insufficient funds in the Funding Account, and shall not be required to give any reason for the same.
- 6A.5 All Monthly Investment Transactions are carried out in Singapore dollars. You agree and acknowledge that:
  - (a) Saxo, and not us are responsible for any currency conversion in relation to Monthly Investment Transactions; and
  - (b) any exchange rate displayed to you in connection with any Monthly Investment Transaction is supplied by the relevant third party service provider and is strictly indicative. We shall have no liability or responsibility in connection with any such indicative exchange rate or your reliance thereon.

## 6B. Portfolio rebalancing

- 6B.1 We may, from time to time, provide suggestions on when you may wish to opt in to us rebalancing any of your portfolios. You acknowledge and agree that we may contact you from time to time via e-mail to such e-mail address registered with us for the purpose of asking you if you wish to opt in to us rebalancing any of your portfolios. You hereby agree and acknowledge that by opting in to us rebalancing any of your portfolios in accordance with our instructions, you are instructing and authorising us to rebalance such portfolio.
- 6B.5 Any rebalancing of portfolios by us shall at all times be in accordance with the objectives of the applicable investment strategies.
- 6B.6 In these Terms and Conditions:
- (a) “rebalancing”, in respect of a portfolio, refers to the addition or replacement of assets within such portfolio or the adjustment of the weightage allocated across the assets within such portfolio, in our absolute discretion; and

## 7. Discretionary Management Service

- 7.1 Your Account comprises personal information about you and your portfolio details within your overall investment portfolio (“Portfolio”).
- 7.2 We will offer automated rebalancing of your Portfolio in relation to the assets in each of the investment strategies which you selected within your Portfolio. Where the rebalancing is non-discretionary, you will need to approve the status of your rebalancing for it to take effect. We will take all reasonable steps to provide the automated rebalancing of your Portfolio with due care and skill.
- 7.3 We are entitled to determine, in our sole discretion, that an emergency or exceptional market condition exists. Such conditions include the suspension or closure of any market, the abandonment or failure of any event to which we obtain quotes from our executing broker or other third parties or the occurrence of an excessive movement in the level of any trade and/or underlying market or our anticipation of the occurrence of such a movement. In such cases, we shall be entitled to increase any applicable cash deposit or margin requirement, and/or accelerate, terminate, liquidate or cancel (including by way of automatic early termination) any or all of your open or outstanding positions (if any) in relation to the purchase of assets constituting your investments and/or suspend or modify the application of all or any of the terms of these terms and Conditions without notice to you.

For the scenario where your cash component is insufficient for deduction of any fees or charges, we reserve the rights to transfer any available funds in your cash balance for the purpose of this fee deduction. In the case where cash balance is still insufficient, we will notify to transfer funds within fourteen (14) calendar days. Thereafter, we reserve the rights to liquidate any of your positions in the portfolio to pay for the fees.

For the purpose of these terms and conditions, “**cash component**” means the cash maintained in the portfolio you invested, estimated at 1-5% of any moneys deposited by you or such other percentage as we may determine for purposes of paying applicable fees and charges incurred by you in conjunction with your Investments.

- 7.4 By investing with the platform, you hereby acknowledge the nature and risks of the investments in which you may invest contained in this document setting out the customer investment risks. Please note that we are unable to provide any guarantee as to the performance of any particular investments or a portfolio as a whole.
- 7.5 Where we receive funds for the first time from you, we will automatically allocate if the amount matches with your investment instruction. If amount does not match, we will place the amount in your account cash balance for use on new investments.



Subsequent transfer of funds will all be placed in your account cash balance for your allocation to the portfolios of your choice.

- 7.6 You accept that allocation of assets within a portfolio may differ from the model portfolio displayed on our website due to various factors that affect final execution of trades including, *inter alia*, investment amounts, prices, foreign exchange rates etc. We will endeavour to maintain the trade executions in your portfolio within the following tolerance limit(s) for each constituent of the model portfolio:

Absolute Tolerances: +/-6%

For the purpose of these Terms and Conditions, “**Absolute Tolerances**” means the threshold limits of the variance of the percentage allocation towards any security in a portfolio vis-a-vis the allocation specified towards that instrument in the model portfolio. This is expressed as the difference between the maximum/minimum value and the specified value in the model portfolio.

## 8. Brokerage and Custodian Services

- 8.1 We will open an omnibus account (“Main Account”) with Saxo for, *inter alia*, brokerage and custodian services in our name. We will open a sub-account (“Sub Account”) with a unique identifier for you under our Main Account. Please note that your Sub Account does not constitute a separate account with Saxo. This means that your investments may be commingled with the assets of our other customers. Given such commingling, your investments may potentially be registered collectively in our name, the name of Saxo, a sub-custodian and/or any other third party and your entitlements may not be identifiable as separate certificates, titles or electronic records. You agree that if there are any dividends, interests, rights, benefits or other proceeds in relation to your investments resulting from such commingling, we shall have full discretion as to the allotment of such dividends, interests, rights, benefits or other proceeds. You hereby agree to the appointment of Saxo as a broker and custodian for any period of time, to purchase, sell, and hold, any and/or all of your investments pursuant to these Terms and Conditions.
- 8.2 You acknowledge and agree that where we sell or purchase investments on your behalf, we may do so by selling or purchasing from intermediaries, our other customers and/or such other third parties as we may deem suitable as part of our management of your portfolio.
- 8.3 In view of the fact that we may have accepted principal responsibility and/or liability to Saxo or other intermediaries, you also acknowledge and consent to the fact that there is a risk that such intermediaries may regard any investments which we purchase on your behalf, as investments which we purchase for ourselves. This may in some instances result in prejudice to you. For example, there is a risk that the intermediaries may attempt to use your investments to satisfy our obligations or obligations of our other customers.
- 8.4 Provided that we have selected Saxo in good faith, you agree that we shall have no liability or responsibility for any act, insolvency, negligence, failure or default of Saxo (or other intermediaries) or obligation in respect of the performance (or any errors, omissions or delays in relation thereto) by Saxo (or other intermediaries), of any of its duties in relation to the Main Account or Sub Account or any investments held by Saxo (or other intermediaries), including in relation to any transactions or arrangements to be effected or any actions to be taken by Saxo (or other intermediaries) in order to give effect to any rebalancing of portfolios. Saxo may also appoint further custodians, sub-custodians, trustees, registrars, administrators, nominees and/or agents as may be necessary or expedient to provide the relevant services or investments to us. You agree that we shall have no liability or responsibility in relation to any actions taken by such persons or these further appointments Saxo which are beyond our reasonable control.
- 8.5 You acknowledge that where your investments are held with different intermediaries and/or appointees of our intermediaries, the manner in which your investments may be held in different entities may be different.

- 8.6 In the event of insolvency or default of Saxo, you understand that you may not be able to fully recover your investments held in the Main Account. Any shortfall in the investments may be shared among you and our other customers (and/or the customers of Saxo pro rata). As your investments are commingled with those of other customers in the same Main Account, you may potentially be exposed to the losses of other customers.
- 8.7 Where your investments are denominated in a foreign currency, your investments may be held in an omnibus custody account with an entity which is licensed, registered or authorised to act as a custodian in the country or territory where such investments are held. In such case, you understand that the laws and practices relating to custody accounts in the relevant jurisdiction may differ from the laws and practices in Singapore. Such differences mean that your investments may not enjoy the same level of protection as accorded to investments that are held in Singapore. Depending on the jurisdiction, this may affect your ability to recover the investments deposited in the custody account.
- 8.8 We shall be entitled, without notice to you, to set-off any debts owing by you to us, against any amounts due to you from Saxo, whether the debts are actual or contingent and irrespective of any differences in currency. We shall be entitled to perform such currency conversions and at such rates of exchange as we may in our sole and absolute discretion determine for the purposes of effecting such set-off.
- 8.9 Your investments may be treated as fungible with other investments in the Main Account and therefore we are not obliged to deliver any specific investments to you and may instead sell the investments at your expense and transfer to your account the proceeds of such sale (if any).

## **9. Liability**

- 9.1 You agree that we and any of our respective subsidiaries and affiliates, directors, officers, agents, contractors, partners and employees will not in any way be liable (whether based on an action in contract, tort, negligence or otherwise) for any losses, liabilities, claims, expenses or damages whatsoever and howsoever caused or incurred by you, as a result of or arising directly or indirectly out of, or in connection with:
- (a) the Services provided under these Terms and Conditions, except those that arise due to our wilful default or fraud, or
  - (b) for any actions taken by us which we, in our sole and absolute discretion, consider appropriate so as to comply with any laws, regulations and regulatory policy of any jurisdiction, request of a public or regulatory authority or Sanctions Authority (as defined in Clause 12A.1(f)(viii) of these Terms and Conditions) or any policy of ours.

For the avoidance of doubt, neither we nor the Platform Operator will be liable for any losses, expenses or damages incurred by you as a result of or arising of, or in connection with the liquidation, winding up, insolvency or judicial management of, or breach of agreement or default by, Saxo or any other service providers that we may have engaged in providing the Services to you .

- 9.2 Notwithstanding any other provision of these Terms and Conditions, the maximum liability for any matter arising out of or in connection with these Terms and Conditions, whether based on an action or event or series of connected actions or events arising from the same factual act or omission, in contract, negligence, tort or otherwise, shall be capped at the total fees received by us from you under these Terms and Conditions in the 6 months preceding the date of the first event or occurrence giving rise to any damages or liability for which any claim is brought by you against us.

## **10. Indemnity**

- 10.1 You agree to indemnify and keep indemnified us, the Platform Operator, and any of our respective subsidiaries and affiliates, directors, members, partners, shareholders, officers,

employees and agents against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) which may result, directly or indirectly, from any inaccuracy in or breach of any representation, warranty, undertaking, covenant or confirmation by you in these Terms and Conditions (including but not limited to a breach occurring in relation to clause 12A.1 of these Terms and Conditions) and/or from your failure to disclose any relevant details or provide us or the Platform Operator with all information requested by any of us and/or arising out of or in connection with any breach of these Terms and Conditions.

10.2 You agree to indemnify and keep indemnified us, the Platform Operator, and any of our respective subsidiaries and affiliates, directors, members, partners, shareholders, officers or employees against any and all losses, liabilities, damages, penalties, costs, fees and expenses (including legal fees and disbursements) arising out of or in connection with services provided by Saxo or any other service provider that we may engage in providing the Services to you under these Terms and Conditions.

10.3 You agree to indemnify us, the Platform Operator, and our respective subsidiaries and affiliates, directors, members, partners, shareholders, officers, employees and agents and agree to keep each of these parties indemnified against any loss of any nature whatsoever arising to these parties as a result of any of these parties acting upon instructions through the website or e-mail instructions from you. Neither we nor the Platform Operator shall be responsible for any missed delivery or non-receipt of any e-mail or courier or instructions through the website if we or the Platform Operator have not acknowledged receipt of the instruction through the website or e-mail or original document. E-mails or instructions through the website sent to us or the Platform Operator shall only be effective when acknowledged by written confirmation by us or the Platform Operator. In the event that no acknowledgement is received from the Platform Operator within two (2) Business Days of submission of the request, you should contact the Platform Operator by e-mail at support@OCBCRoboInvest.com to confirm receipt.

10.4 The indemnities in this clause 10 continue after the termination of your Account.

## **11. Termination**

11.1 We may terminate or suspend your access to the platform, in our sole discretion, at any time for any reason (including pursuant to clause 12A.2.1(a)) without notice to you and we shall not be liable to you for any losses and expenses suffered and or incurred thereby. Further, if we believe, in our sole discretion, that a violation of these Terms and Conditions has occurred, we may take any other corrective action we deem appropriate. We reserve the right to investigate suspected violations of these Terms and Conditions. We may seek to gather information from a user who is suspected of violating these Terms and Conditions (or from any other user) and you agree to provide us with such information. We will fully cooperate with any law enforcement authorities or court order requesting or directing us to disclose the identity of anyone posting, publishing, or otherwise making available any User information, e-mails, or other materials that are believed to violate these Terms and Conditions.

11.2 Any suspension, termination, or cancellation shall not affect your obligations to the platform under these Terms and Conditions (including but not limited to ownership, indemnification, and limitation of liability), which by their sense and context are intended to survive such suspension, termination, or cancellation. Any suspension, termination, or cancellation shall not affect the validity or enforceability of any other applicable agreements, disclosures, and documents that you are then currently a party to.

## **12. Consequence upon Termination**

12.1.1 If we terminate your Account in our sole discretion (including pursuant to clause 12A.2.1(a)), we may:

- (i) take any action that a reasonably prudent person appointed to manage the Portfolio would be expected to take;

- (ii) sell or liquidate your assets, investments or positions in the Portfolio and return the proceeds or funds to you after deducting therefrom any fees, expenses or other charges owing to us;
- (iii) enter transactions to settle or otherwise extinguish or offset obligations incurred in relation to the Portfolio before the effective date of termination;
- (iv) may pay from the Portfolio any fees or expenses owing to us or third parties which have accrued up to the date of termination of these Terms and Conditions;
- (v) suspend any right for you to make withdrawal requests; and
- (vi) exercise any other power or right which we may have under these Terms and Conditions or in law or equity

12.2 The termination of your Account does not affect any:

- (i) transaction properly entered into prior to termination;
- (ii) claim by us in respect of accrued fees and expenses incurred; and/ or
- (iii) (iii) other claim which either party may have against the other.

## 12A. Compliance and Sanctions

12A.1 You represent, warrant and undertake that (which representations, warranties and undertakings are deemed to be repeated on every day):

(a) you are not a Restricted Person;

(b) you shall not directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the dividend, proceeds, return or other payment received by you pursuant to the platform or the Services provided under these Terms and Conditions:

(i) for the purpose of (directly or indirectly) financing, or making funds available for or to, any transaction, conduct, trade, business or other activity which violates any Sanctions (or which is related to any Sanctioned Country) or which would breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;

(ii) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or

(iii) in any other manner which could result in you or OCBC Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions;

(c) that you shall not, whether directly or indirectly, make any payment to the Bank with funds or assets that:

(i) constitute property of, or will be beneficially owned by, any Restricted Person; or

(ii) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto;

(d) that you will promptly deliver to OCBC Bank and permit OCBC Bank to obtain the details of any claims, action, suit, proceedings or investigation against you by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to it;

(e) that you shall not violate any Sanctions or breach any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws and will not conduct or engage in, directly or indirectly, any transaction,

conduct, trade, business or other activity that could result in your violation of any Sanctions or breach of any Anti-Corruption Laws, Anti-Money Laundering Laws or terrorism financing laws;

(f) for the purpose of this Clause 12A.1:

- (i) "Anti-Corruption Laws" means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act of 1977 and any similar laws, rules or regulations issued, administered or enforced by Singapore, the United States of America, or any other jurisdiction;
- (ii) "Anti-Money Laundering Laws" means the applicable financial record keeping and reporting requirements and the money laundering statutes in Singapore and each jurisdiction in which you conduct business or operations, the rules and regulations thereunder and any related or similar rules, regulations or guidelines, issued, administered or enforced by any Government Agency or proceeding by or before any court or Government Agency;
- (iii) "controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint and/or remove the majority of the members of the governing body of another person or otherwise controls or has the power to control the affairs and policies of that other person and that other person is taken to be "controlled" by the first person;
- (iii) "Government Agency" means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but without limitation, any stock exchange or self-regulatory organisation established under any law or regulation);
- (v) "majority owned" means the holding beneficially or legally of more than 50 per cent of the issued share capital (or equivalent) or voting rights of such person (excluding any part of that issued share capital (or equivalent) that carries no right to participate beyond a specified amount in a distribution of either profits or capital);
- (vi) "Restricted Person" means, at any time: (1) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority; (2) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or (3) any person controlled or majority owned by, or acting on behalf of or under the direction of, a person described in the foregoing subparagraph (1) or (2);
- (vii) "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any comprehensive or country-wide or territory-wide Sanctions, including but not limited to North Korea, Iran, Syria, Cuba and Crimea region of the Ukraine;
- (viii) "Sanctions" means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations enacted, imposed, administered or enforced from time to time by: (1) the United States government, including those administered by the Office of Foreign Assets Control of the U.S. Department of the Treasury or the U.S. Department of State; (2) the United Nations Security Council; (3) the European Union and any European Union member state; (4) the United Kingdom; (5) the Monetary Authority of Singapore; or (6) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (x) you and/or OCBC Bank (whether based on jurisdiction of incorporation or place of trade, business or other operational activities) or (y) transaction(s) contemplated by these Terms and Conditions), (each, a "Sanctions Authority").

12A.2.1 You agree that we may at any time, without your prior consent, be entitled to:

(a) suspend operations of or terminate your account, the provision of the Services under these Terms and Conditions, your access to the platform and / or any and all contractual relationships with you;

(b) restrict, block and / or suspend your access to and / or use of the platform or the Services under these Terms and Conditions (whether in whole or in part), including without limitation the content, offerings, services, products and/or functionalities of the platform and / or any access credentials;

(c) refuse to enter into, process or complete any transaction or otherwise act on any instruction or request;

(d) cancel or unwind any transaction, trade execution or unsettled deals; or

(e) delay or withhold any dividend, proceeds, return or other payment and take any action as we consider appropriate, whether wholly or partially and for such duration as we may determine in our sole and absolute discretion without incurring any liability if we suspect that any transaction in connection with the platform or the Services provided under these Terms and Conditions:

(aa) breach any applicable laws and / or our internal policy(ies), including without limitation those relating to anti-money laundering, anti-corruption, counterterrorism, anti-bribery, anti-fraud, tax evasion, embargoes or reporting requirements under financial transactions legislation or economic and trades sanctions;

(bb) involves any Restricted Person (natural, corporate or governmental) or any person that is connected, directly or indirectly, to any person that is sanctioned under economic and trade sanctions; and/or

(cc) may directly or indirectly involve the proceeds of, or be applied for the purposes of, conduct which is unlawful in any country (including but not limited to any purpose that would violate any Sanctions or that would fund, facilitate or finance any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country).

12A.2.2 We may take and instruct any delegate to take any action which we in our sole and absolute discretion consider appropriate so as to comply with any applicable law, regulation, request of a public or regulatory authority or any policy of ours which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned persons or entities. Such action may include but is not limited to the interception and investigation of transactions on any account or in relation to any of the Services provided under these Terms and Conditions (particularly those involving the international transfer of funds) including the source of the intended recipient of funds paid into or out of accounts. In certain circumstances, such action may delay or prevent the processing of instructions, the settlement of transactions over the account(s) or in relation to any of the Services provided under these Terms and Conditions or our performance of our obligations under these Terms and Conditions. We need not notify you until a reasonable time after we are permitted to do so under such law, regulation or policy of ours.

For the avoidance of doubt, the terms of this clause 12A apply in addition to and do not derogate from any of the terms set forth in these Terms and Conditions.

## 12B. Amendments

12B.1 We may at any time at our discretion and upon written notice to you, change any one or more of these Terms and Conditions and / or vary or restructure the terms and conditions of the platform or the Services provided under these Terms and Conditions (including, but without limitation, varying the currency and / or date in respect of any payment under the platform or the Services provided under these terms and conditions). Such change(s) shall take effect from the date stated in the notice, which in most instances shall be no less than 30 days from the date of the notice.

12B.2 If you continue to make use of the platform and / or the Services provided under these Terms and Conditions, you shall be deemed to have agreed to all amendments and variations without reservation. If you do not agree to the amendments and variations, please do not continue to access and/or use the platform or the Services.

12B.3 We shall be deemed to have notified you of any changes to the Terms and Conditions and / or the terms and conditions of the platform and the Services provided under these Terms and Conditions if such changes are posted on the OCBC Bank website or OCBC Bank branches or automated teller machines, sent to the customer via electronic mail or letter, published in the national newspapers or communicated to you via such other means of communication as determined by OCBC Bank in its sole and absolute discretion.

### **13. General**

13.1 The Services are provided as part of the Electronic Banking Services, and accordingly these Terms and Conditions shall be read in conjunction with the Terms and Conditions Governing Electronic Banking Services (available at [www.ocbc.com](http://www.ocbc.com)). These Terms and Conditions, together with the Terms and Conditions Governing Electronic Banking Services, shall contain the entire agreement between you and us relating to the subject matter of these Term and Conditions.

13.2 No failure on our part to exercise, and no delay on our part in exercising, any right or remedy under these Terms and Conditions or by law will operate as a waiver thereof, nor will any single or partial exercise of any right or remedy preclude any other or further exercise thereof or the exercise of any other right or remedy. No waiver shall be effective unless made in writing and executed by us waiving its right or remedy. The rights provided in these Terms and Conditions are cumulative and are not exclusive of any rights or remedies provided by law.

13.3 If we are unable to carry out the whole or any part of its obligations under these Terms and Conditions for any reason beyond our control, including acts of God, war, riot and any other causes of such nature, then the performance of the obligations hereunder by us, insofar as they are affected by such cause, shall be excused during the continuance of any inability so caused, but such inability shall as far as possible be remedied with all reasonable dispatch.

13.4 If any provision of these Term and Conditions shall be, or be found by any authority or court of competent jurisdiction to be, invalid or unenforceable (wholly or partly), such invalidity or unenforceability shall not affect the other provisions of these Terms and Conditions, all of which shall remain in full force and effect.

13.5 You agree that you shall do all such acts and things and execute and sign all such documents and instruments as may be necessary, desirable or expedient to give effect to the terms of, and the commercial understanding of these terms and Conditions and the documents in connection herewith.

13.6 The provisions of these Terms and Conditions are personal to you and you shall not be entitled to assign or transfer any of your rights or obligations under these Terms and Conditions.

13.7 We, and our successors and assigns, may assign any or all of our respective rights and obligations under these Terms and Conditions. Any of our group company, and their successors and assigns, which has rights or benefits under these Terms and Conditions may assign any or all of their respective rights and obligations under these Terms and Conditions.

13.8 The records kept by us in the website shall be conclusive of the facts and matters they purport to record except where there is an obvious mistake.

13.9 These Terms and Conditions shall be governed by Singapore law. The parties agree to the non-exclusive jurisdiction of the courts of Singapore for all disputes in relation to these Terms and Conditions.

13.11 The Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore will not under any circumstances apply to these Terms and Conditions and any person who is not a party to these Terms and Conditions will have no right whatsoever under the Contracts (Rights of Third Parties) Act (Cap. 53B) of Singapore to enforce these Terms and Conditions or any of its terms.