

SUPPLEMENTAL AGREEMENT TO THE STANDARD TERMS AND CONDITIONS GOVERNING FOREIGN EXCHANGE TRANSACTIONS AND BUSINESS ACCOUNT TERMS AND CONDITIONS

This supplemental agreement ("Supplemental Agreement") to the standard terms and conditions governing foreign exchange transactions available at OCBC's website by clicking (in the following order): Business Banking > Corporates > Treasury Services > Hedging > View Standard Terms and Conditions Governing Foreign Exchange Transactions ("FX Product Terms") and the Business Account Terms and Conditions (available at OCBC's website by clicking (in the following order): Business Banking > Help and Support > Banking Forms > Show All (Under Account Opening) > Business Account Terms & Conditions) ("BATCs") sets out the additional terms applicable to the Customer's and each Authorised User's access and/or use of the OCBC FX Online Service (as hereinafter defined) in connection with any FX Transactions that the Bank may make available from time to time.

This Supplemental Agreement supplements the FX Product Terms and shall form an integral part thereof. The Customer and each Authorised User hereby agrees to be bound by the terms and conditions of the FX Product Terms, this Supplemental Agreement and the BATCs, each as may be amended from time to time, in respect of any access and/or use of the OCBC FX Online Service.

1. DEFINITIONS AND INTERPRETATION

1.1 Definitions

Unless otherwise required by the context, the following terms shall have the following meanings in this Supplemental Agreement:

"Applicable Terms" means the terms of such agreements which may apply to the Customer's access and/or use of the OCBC FX Online Service and in connection with any FX Transactions, including, without limitation the FX Product Terms, this Supplemental Agreement and the BATCs;

"Authorised User" means any user authorised by the Customer to access and/or use the OCBC FX Online Service on behalf of the Customer;

"FX Online Platform" means the Internet website, program, application or communication service or device and any other location, resource or platform through which the OCBC FX Online Service may be accessed, as we may notify you from time to time;

"Indemnitee" shall have the meaning ascribed to it in Clause 6;

"Instructions" means any instructions and/or communications relating to or in connection with the OCBC FX Online Service which have been issued by the Customer and/or its Authorised Users, including, without limitation, any Transaction Request;

"OCBC FX Data" shall have the meaning ascribed to it in Clause 4;

"OCBC FX Online Service" means a Product (as defined in the BATCs) provided as part of the Bank's Electronic Services (as defined in the BATCs) known as "OCBC FX Online Service" which provides the Customer with an additional mode to view the rate of exchange for foreign currencies and to enter into FX Transactions via the FX Online Platform;

"Other Customer Agreements" shall have the meaning ascribed to it in Clause 1.3(ii);

"Transaction Request" shall have the meaning ascribed to it in Clause 3.1(i);

"User Credentials" means any credentials, including any user account, username, password and/or other form or means of identification and/or authentication specified by the Bank, which have been issued to the Customer and/or its Authorised Users to access the Customer's Account via Velocity; and

"Velocity" means the Electronic Service (as defined in the BATCs) offered to business banking customers of the Bank known as "Velocity" or "OCBC Velocity".

1.2 Construction of this Supplemental Agreement

Unless otherwise expressly stated, all words, references, terms and expressions used in this Supplemental Agreement and which are defined or construed in the FX Product Terms shall have the same meaning and construction as in the FX Product Terms.

1.3 Prevailing Terms and Conditions

The Customer acknowledges and agrees that:

- (i) nothing in this Supplemental Agreement shall prejudice or affect any rights, remedies or privileges that the Bank is entitled to exercise in respect of the Customer by virtue of any laws or regulations or at equity or the Customer's existing agreements or relationships with the Bank;
- (ii) unless otherwise expressly stated, this Supplemental Agreement shall not affect the terms of any other agreement that may apply to the Customer's access and/or use of the OCBC FX Online Service, including, without limitation, the FX Product Terms, the BATCs, and/or any other agreement between any member of the OCBC Group and the Customer ("Other Customer Agreements"). The FX Product Terms, the BATCs and the Other Customer Agreements shall remain in full force and effect; and
- (iii) in the event of any conflict between the terms of this Supplemental Agreement, the FX Product Terms, the BATCs and/or the Other Customer Agreements, unless otherwise expressly stated, the terms shall prevail in the following order of priority as they relate specifically to the OCBC FX Online Service:
 - (a) this Supplemental Agreement;
 - (b) the FX Product Terms;
 - (c) the BATCs; and
 - (d) the Other Customer Agreements.

2. ACCESS AND/OR USE OF THE OCBC FX ONLINE SERVICE

2.1 Eligibility

The Customer acknowledges and agrees that the Customer's and its Authorised Users' access and/or use of the OCBC FX Online Service is subject to such eligibility criteria as the Bank may determine from time to time in its sole and absolute discretion.

2.2 Mandates

Subject to the Applicable Terms, upon approval by the Bank of the Customer's application for the activation of the OCBC FX Online Service, the Customer hereby authorises the Bank to permit Authorised Users to access and/or use the OCBC FX Online Service to issue any and all Instructions for and on behalf of the Customer in accordance with the authorisations and/or mandates provided to

the Bank for the time being in effect specifically in relation to the use of corporate internet banking services via Velocity ("Velocity Mandates").

Where applicable for clarity, in the event of any inconsistencies between (A) the Velocity Mandates and (B) any separate treasury board resolutions provided to OCBC to trade treasury products (including, without limitation, foreign exchange transactions), the Velocity Mandates shall prevail for purposes of determining corporate authority with respect to OCBC FX Online Services

Notwithstanding the foregoing and without prejudice to the Applicable Terms, the Bank may decline to act in any instance where the relevant Velocity Mandate has not been complied with.

2.3 User Credentials and Instructions

The Customer hereby represents, warrants and undertakes for the benefit of the Bank that the Customer shall:

- (i) ensure that the Customer and each Authorised User use only the User Credentials issued to the Customer and/or such Authorised User (as the case may be) to access and/or use the OCBC FX Online Service to issue any Instructions; and
- (ii) procure that each Authorised User shall comply with and be bound by the Applicable Terms as may be amended by the Bank from time to time.

The Customer and each Authorised User shall be solely responsible for ensuring that, when issuing any Instructions, the relevant fields of each Instruction are duly completed and that the content thereof is complete, up-to-date, accurate, true and in accordance with such requirements as may be prescribed by the Bank from time to time in its sole and absolute discretion.

2.4 Use of the OCBC FX Online Service

The Customer and each Authorised User jointly and severally acknowledges, agrees and undertakes to the Bank that:

- (i) its access and/or use of the OCBC FX Online Service and User Credentials shall be subject to and comply with the Applicable Terms;
- (ii) it shall not engage in any conduct, whether on its own or in combination with other acts, which is in contravention of any applicable law, including, without limitation, any rules, applicable foreign exchange restrictions or guidance, codes, sanctions, anti-money laundering laws, regulations and/or any relevant foreign exchange market practices, including, without limitation, any market manipulation or any foreign exchange rate benchmarking service;
- (iii) any access and/or use of the OCBC FX Online Service referable to the User Credentials of the Customer or an Authorised User shall be deemed to be the Customer's, and such Authorised User's (as the case may be), access and/or use of the OCBC FX Online Service;
- (iv) any Instruction referable to the User Credentials of the Customer or an Authorised User shall be deemed to be validly issued and transmitted by the Customer, and such Authorised User (as the case may be). The Bank may treat such Instruction as fully authorised by, binding and conclusive upon the Customer, and such Authorised User (as the case may be), and meeting the signing or approval authority of the Customer and/or such Authorised User (as the case may be) in all respects and may at its sole and absolute discretion rely upon and act in accordance such Instruction without any further action on the Bank's part;
- (v) the Bank shall not be obliged to investigate or verify the authenticity, authority or the identity of any persons effecting any Instructions or the authenticity, accuracy and completeness of any Instructions. Notwithstanding this, the Bank shall have the right, in its sole and absolute

discretion, to decline to act or refrain from acting promptly upon any Instructions and if the Bank so chooses, to investigate or verify the authenticity, authority or identity of such persons effecting the Instructions, or the authenticity, accuracy and completeness of any Instructions;

- (vi) the Customer shall be bound by all Instructions and FX Transactions effected by the Customer and/or any Authorised User via the OCBC FX Online Service;
- (vii) the Bank may at any time and in its sole and absolute discretion suspend, terminate, restrict or block access and/or use of the OCBC FX Online Service by the Customer and/or any Authorised User; and
- (viii) the Bank may in its sole and absolute discretion, refuse to comply with any Instructions if such Instructions are ambiguous, conflicting, and/or does not meet the Bank's prescribed requirements, and the Customer and/or any Authorised User undertakes to ensure that such Instructions shall be resolved to the Bank's satisfaction.

The Customer and each Authorised User further undertakes to provide the Bank with such information and assistance as the Bank may require to comply with applicable law, including, without limitation, to respond to any queries raised by any courts, regulatory or governmental authority.

3. EXECUTION OF FX TRANSACTIONS THROUGH THE OCBC FX ONLINE SERVICE

3.1 Procedure

Subject to the Applicable Terms, the execution of FX Transactions through the OCBC FX Online Service shall be in accordance with the following procedure:

- (i) The Customer and its Authorised Users may, through the OCBC FX Online Service, request the Bank to enter into one or more FX Transactions (each a "Transaction Request") with the Customer in accordance with such requirements as may be prescribed by the Bank from time to time in its sole and absolute discretion, including without limitation, to specify the currency pairing, selected transactional rate, transaction value, and value date.
- (ii) Upon the Bank's receipt of any Transaction Request, the Bank may verify such Transaction Request in accordance with such criteria as the Bank may determine from time to time in its sole and absolute discretion, including, without limitation, to ensure that the Customer's Account has been duly opened and maintained and that such Account has sufficient funds for the Bank to perform the earmarking arrangements as set out below in Clause 3.2.
- (iii) The Bank may, in its sole and absolute discretion, reject any Transaction Request and the Bank may (but shall not be obliged to) transmit to the Customer a notice specifying the same.
- (iv) If the Bank accepts any Transaction Request in its sole and absolute discretion, the Bank may issue an Advice to confirm the FX Transaction(s) to the Customer.

The Customer acknowledges and agrees that any pricing data displayed via the FX Online Platform and/or the OCBC FX Online Service by the Bank shall not constitute an offer to enter into any FX Transaction.

The Customer further acknowledges and agrees that each Transaction Request shall constitute an irrevocable offer to enter into an FX Transaction with the Bank. Only confirmation by the Bank through the issuance of the Advice referred to in Clause 3.1(iv) to the Customer shall constitute the Bank's acceptance and a binding agreement between the Bank and the Customer in respect of such FX Transaction.

3.2 Earmarking Arrangements and Settlement Failure

The Customer acknowledges and agrees that:

- (i) the Bank shall be entitled to earmark such sums in the Customer's Account as the Bank determines appropriate in its sole and absolute discretion as Collateral in connection with any FX Transaction ("Earmarked Amount") from time to time. For the avoidance of doubt, all terms applicable to "Collateral" under the FX Product Terms shall apply to any Earmarked Amount and all references to Collateral shall be read with the necessary modifications as applying to such Earmarked Amounts; and
- (ii) the Customer shall not, and shall not be entitled to transfer, dispose of, demand the refund or release of or otherwise encumber any Earmarked Amount (or any part thereof) until such FX Transaction has been duly settled in accordance with the Applicable Terms and all amounts due in connection with such FX Transaction have been paid to the Bank.

Without prejudice to any of the Bank's rights and remedies under the Applicable Terms or otherwise at law, if an Event of Default has occurred (including without limitation any settlement failure), the Customer irrevocably agrees that the Bank has the right to debit any Earmarked Amount from time to time from the Customer's Account or an amount equivalent to such Earmarked Amount from any other account which the Customer may have with the Bank.

For the avoidance of doubt, no failure or delay by the Bank in exercising or enforcing any right or option under the Applicable Terms shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right against the Customer and/or any Authorised User or render the Bank responsible for any loss or damage arising therefrom.

4. OCBC FX DATA

The Customer acknowledges and agrees that all rights, title and interest, including any intellectual property rights, in and to any: (i) pricing data and/or information; (ii) transaction data; and (iii) any data or content within, produced by, distributed by or made available by the Bank in connection with the OCBC FX Online Service and/or any FX Transaction (collectively, "OCBC FX Data") shall be vested at all times solely in the Bank.

Save as otherwise expressly agreed by the Bank in writing and unless permitted by applicable law, the Customer shall not sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis or publish the OCBC FX Data or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration.

5. LIMITATION OF LIABILITY

Without prejudice to any Applicable Terms and to the maximum extent permitted by applicable law, each of the Customer and its Authorised Users acknowledges and agrees that the OCBC Group shall not be liable to any Customer and/or any Authorised Users for any all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with any:

- (i) access to, use of and/or inability to access or use the OCBC FX Online Service;
- (ii) use (whether authorised or not) of any User Credentials by any person, including without limitation the Customer and/or any Authorised User;
- (iii) reliance by the OCBC Group on any existing mandate and/or authorisation provided to the Bank;

- (iv) Instructions and/or Transaction Requests, including, without limitation, any reliance on or action taken by the OCBC Group in connection with such Instructions and/or Transaction Requests;
- (v) FX Transactions; and/or
- (vi) OCBC FX Data.

6. INDEMNITY

Each of the Customer and its Authorised Users shall jointly and severally indemnify the OCBC Group, and any of their officers, directors, agents, employees and licensors (collectively, "Indemnitees"), from and against any and all demands, claims, actions, proceedings, suits, liabilities, Losses, damages, settlements, penalties, fines, costs or expenses (including legal fees) which any Indemnitee may suffer or suffers arising out of or in connection with:

- (i) this Supplemental Agreement;
- (ii) any breach of the Customer's and/or its Authorised User's representations, warranties, undertakings or obligations under this Supplemental Agreement;
- (iii) any access to, use of and/or inability to access or use the OCBC FX Online Service by the Customer and/or its Authorised Users;
- (iv) reliance by the OCBC Group on any existing Velocity Mandates provided to the Bank in accordance with and pursuant to Clause 2.2;
- (v) use (whether authorised or not) of any User Credentials by any person, including without limitation the Customer and/or any Authorised User;
- (vi) any Instructions, Transaction Requests and/or FX Transactions; and/or
- (vii) any breach by the Customer or any Authorised User of this Supplemental Agreement or Other Customer Agreements.