

## STRUCTURED DEPOSITS TERMS AND CONDITIONS

These Structured Deposits Terms and Conditions together with the applicable Term Sheet and Confirmation (as defined below) issued to you in respect of any Structured Deposits (as defined below), together with the Terms and Conditions Governing Deposit Accounts (as defined below), shall govern the specific Structured Deposit(s) placed with Oversea-Chinese Banking Corporation Limited (the "Bank") from time to time. You hereby agree and acknowledge that you would not otherwise place any Structured Deposit with the Bank.

### 1. Interpretation

In these Structured Deposits Terms and Conditions, unless the context requires otherwise:-

"Affiliate" means, in relation to any person, a subsidiary of that person or a Holding Company of that person or any other subsidiary of that Holding Company;

"Alternate Currency" means the currency or any one of the currencies agreed between you and the Bank as the alternative currency for a Structured Deposit, as specified in the Confirmation and/or the Term Sheet;

"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.

"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 and any of your Affiliates 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.

"Base Currency" means the currency in which a Structured Deposit is placed with the Bank, as specified in the Confirmation and/or the Term Sheet;

"Business Day" means a day, other than Saturday, Sunday and gazetted public holidays, on which banks are open for business generally in Singapore and such other places, as specified in the Confirmation and/or the Term Sheet;

"Calculation Agent" means the party who is named as the calculation agent under clause 9;

"Confirmation" means the written notice(s) (including telex, facsimile or other electronic means from which it is possible to produce a hard copy) given to you by the Bank which evidence(s) the specific terms of a Structured Deposit;

"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;

"Cut-off Date and Time" means such time as determined by the Bank and notified to you to be the latest date and time by which the Bank must receive the funds for a Structured Deposit;

"Early Termination Event" means an early termination event or any other event of similar nature for a Structured Deposit as specified in and/or to be determined in accordance with the terms of the Confirmation and/or the Term Sheet, the occurrence of which shall either automatically, or provide the Bank with an option to, terminate such Structured Deposit in whole or, if applicable, in part prior to the Maturity Date;

"Early Termination Date" means the date on which a Structured Deposit is terminated in whole or, if applicable, in part on or prior to the Maturity Date due to an Early Termination Event, in accordance with clause 8 below and/or the Confirmation and/or the Term Sheet;

"Exchange" means the Singapore Exchange Ltd or such other exchanges on which the Reference Financial Instrument of a Structured Deposit is listed and quoted, as specified in the Confirmation and/or the Term Sheet;

"Exchange Business Day" means any trading day of the relevant Exchange;

"Expiry Date" means the expiry date of an Option, as specified in the Confirmation and/or the Term Sheet;

"Expiry Time" means the expiry time of an Option, as specified in the Confirmation and/or the Term Sheet;

"Generic Risk Disclosure Statement" means the generic risk disclosure statement setting out the risks associated with the Structured Deposits, as appended in the Appendix hereto;

"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).

"Holding Company" means, in relation to a company or corporation, any other company or corporation in respect of which it is a subsidiary and a "Holding Company" shall, for the avoidance of doubt, include an "ultimate holding company" (defined in Section 5A of the Companies Act, Chapter 50 of Singapore);

"Interest Amount" means the amount of interest or return which is payable in connection with a Structured Deposit, as determined by the Bank in accordance with clause 5 below;

"Interest Payment Date" means the date on which the Interest Amount is payable in connection with a Structured Deposit, as specified in the Confirmation and/or the Term Sheet;

“Interest Period” means, unless otherwise provided in the Confirmation and/or the Term Sheet, each period commencing on the Start Date or an Interest Payment Date and ending on (but excluding) the next following Interest Payment Date or, if the relevant Structured Deposit has matured, the Maturity Date, or if terminated prior to such Interest Payment Date, the Early Termination Date;

“Interest Rate” means the rate of interest or return applicable to a Structured Deposit from time to time, as specified, or determined in accordance with the formula specified in the Confirmation and/or the Term Sheet;

“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).

“Maturity Date” means the date of maturity of a Structured Deposit which reference shall include any modification, revision or extension to its initial date of maturity, as specified in the Confirmation and/or the Term Sheet;

“Market Disruption Event” means the occurrence or existence on an Exchange Business Day of any suspension of or limitation imposed on trading in the Reference Financial Instrument(s) of a Structured Deposit during the one-half hour period that ends at the Valuation Time on the Valuation Date or the Expiry Time on the Expiry Date;

“Option” means any option(s) or other right(s) of any nature in favour of the Bank in connection with a Structured Deposit, as specified in the Confirmation and/or the Term Sheet;

“Principal Amount” means the amount in the Base Currency as specified in or calculated in accordance with the Confirmation and/or the Term Sheet which is to be or has been placed by you, and accepted by the Bank for a Structured Deposit pursuant to these Structured Deposits Terms and Conditions;

“Redemption Amount” means, unless otherwise provided in the Confirmation and/or the Term Sheet, the Principal Amount or such other amount (whether in the Base Currency or the Alternate Currency) to be paid on the maturity or early redemption or termination of a Structured Deposit whether in whole or, if applicable, in part, as specified in and/or determined in accordance with the provisions of, such Confirmation and/or Term Sheet;

“Reference Financial Instrument” includes any one or more currencies, foreign exchange forwards, equities, bonds, interest rate futures, index futures, commodities and any other money market or financial instruments, underlying or forms part of a Structured Deposit, as specified in the Confirmation and/or Term Sheet;

“Restricted Person” means, at any time:

- (a) any person listed in any Sanctions related list of designated persons maintained by a Sanctions Authority;
- (b) any person operating, organised, resident, incorporated, registered or legally domiciled in a Sanctioned Country; or
- (c) any person controlled or majority owned by, or acting on behalf of or under the direction of, a person described in (a) or (b) above;

“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;

“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:

- (a) 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;
- (b) the United Nations Security Council;
- (c) the European Union and any European Union member state;
- (d) the United Kingdom;
- (e) the Monetary Authority of Singapore; or
- (f) any other relevant government authority (including, for the avoidance of doubt, such government authority having jurisdiction over (i) you and/or the Bank (whether based on its jurisdiction of incorporation or the place of its trade, business or other operational activities) or (ii) transaction(s) contemplated by this Agreement),

(each, a “Sanctions Authority”);

“Settlement Date” means, in relation to a Structured Deposit, the Maturity Date, (where early termination or redemption of such Structured Deposit is applicable) the Early Termination Date or such other dates as specified in the Confirmation and/or the Term Sheet, on which the Redemption Amount is to be paid to you;

“Specific Risk Disclosure Statement” means the risk disclosure statement(s) setting out the risks associated with a specific Structured Deposit;

“Start Date” means the date agreed between you and the Bank as being the first Business Day on which a Structured Deposit shall commence, as specified in the Confirmation and/or the Term Sheet;

“Strike Price” means the strike price(s) of a Structured Deposit, as specified in the Confirmation and/or the Term Sheet;

“Structured Deposit” means any structured deposits which you agree to place with the Bank from time to time;

“Term” means, in relation to a Structured Deposit, the period commencing on, and including, the Start Date and ending on, but excluding, the Maturity Date, as specified in or determined in accordance with the provisions of the Confirmation and/or the Term Sheet;

“Term Sheet” means the term sheet(s) issued by the Bank to you in respect of a Structured Deposit;

“Terms and Conditions Governing Deposit Accounts” means the terms and conditions governing deposit accounts opened with the Bank as amended and supplemented from time to time;

“Valuation Date” means the valuation date of a Structured Deposit, as specified in the Confirmation and/or the Term Sheet; and

“Valuation Time” means the valuation time of a Structured Deposit, as specified in the Confirmation and/or the Term Sheet.

The headings in these Structured Deposits Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions herein. Where the context so requires, words importing the singular shall include the plural and vice versa. All references to a document in these Structured Deposits Terms and Conditions shall include any supplements, modifications and amendments thereto from time to time.

## **2. Risks Disclosure for Structured Deposits**

- (a) Each Structured Deposit is accepted by the Bank on the basis that you have read, fully understood and agreed to these Structured Deposits Terms and Conditions and the Generic Risk Disclosure Statement. You acknowledge and confirm to the Bank that you have read the Generic Risk Disclosure Statement and understand and accept the risks involved in placing Structured Deposits with the Bank from time to time.
- (b) In addition to the foregoing, you further agree that each Structured Deposit is also conditional upon your acceptance and acknowledgement of any Specific Risk Disclosure Statement in the Confirmation, the Term Sheet and/or such other documents which the Bank may furnish to you from time to time.
- (c) You agree to be solely responsible for considering carefully and seeking advice from your legal, regulatory, tax, business, investment, financial, accounting and other professional advisers as may be required regarding the risks of each Structured Deposit before placing such Structured Deposit with the Bank from time to time.

## **3. Placement of Structured Deposits**

- (a) You agree to place the Principal Amount for a Structured Deposit which you have agreed (whether orally or otherwise) to place with the Bank for its corresponding Term. You further agree to forthwith pay the Bank, where applicable, any sum(s) in connection with a Structured Deposit as specified in or determined in accordance with the Confirmation and/or the Term Sheet which is or are due and payable by you. The foregoing funds shall be received by the Bank before the respective Cut-off Date and Time in full and freely transferable funds in the required currency without set-off, counterclaim, restriction or condition.
- (b) You hereby authorise the Bank to open and maintain one or more accounts for your Structured Deposits, where necessary.
- (c) The Bank reserves the right, in its sole discretion and without assigning any reason, on or before the Start Date or, if the funds are not received in accordance with clause 3(a), at any time, not to accept any funds received (or to accept only part of such funds) for a Structured Deposit. In such event, the Bank will notify you as soon as practicable and any funds received but not accepted for the purposes of such Structured Deposit will be paid to an account as notified by you or, if the Bank has not been notified of such account or that such account notified by you has ceased to be operative, to any of your account as the Bank shall in its absolute discretion determine or by way of cheque or in some form as determined by the Bank. The Bank shall not be liable for any losses, damages or expenses incurred or suffered by you in connection with such non-acceptance of funds.
- (d) Without prejudice and in addition to the foregoing, you agree to indemnify the Bank for any loss or costs suffered or incurred in unwinding a Structured Deposit transaction if the funds are not received in accordance with Clause 3(a).
- (e) You acknowledge and confirm that the Bank acts as principal in respect of all Structured Deposit(s) you place with the Bank.

## **4. Confirmations**

- (a) The Bank will, as soon as practicable after you agree to place a Structured Deposit, issue and send to you a Confirmation.
- (b) You shall (i) examine all entries in each Confirmation, (ii) report promptly to the Bank any error or omission therein, (iii) return each Confirmation duly signed when requested by the Bank and (iv) notify the Bank should you not receive any Confirmation that should, in the ordinary course of events have been received by you. You further agree that the Bank shall have the right to make adjustments at any time and/or from time to time to any Confirmation if there is any error or omissions therein.
- (c) You agree that if you do not object in writing to the contents in any Confirmation or return such Confirmation duly signed within the stipulated period stated on such Confirmation and in any case not later than seven (7) days from the date of such Confirmation, such Confirmation shall be conclusive and binding on you.

## **5. Interest on Structured Deposit**

- (a) The Bank shall, where applicable, notify you of any price(s), rate(s) and/or date(s) applicable to a Structured Deposit required to be determined by the Bank on or after its Start Date.
- (b) Unless otherwise specified in the Confirmation and/or the Term Sheet, interest or return for a Structured Deposit shall accrue on its Principal Amount or such other amounts as specified in the Confirmation and/or Term Sheet at the Interest Rate for the Interest Period and shall be calculated on the basis of the actual number of days elapsed in such Interest Period divided by the day count convention as specified in the Confirmation and/or the Term Sheet.
- (c) Each Interest Amount (if any) shall be subject to all applicable withholding taxes and shall be payable in arrears in accordance with clause 7(a) below.

## **6. Exercise of Option underlying Structured Deposit**

Unless otherwise specified in the Confirmation and/or the Term Sheet, the Bank, shall where applicable, have the absolute right but not the obligation to exercise the Option in connection with a Structured Deposit on or by the Expiry Date at the Expiry Time, subject to the value(s) of the Reference Financial Instrument(s) relative to the Strike Price(s) on or during a specified date or period respectively and/or such other determining factors as specified in the Confirmation and/or the Term Sheet.

## **7. Payment on Structured Deposit**

Unless otherwise specified in the Confirmation and/or the Term Sheet, subject to the payment by you of the Principal Amount and other sums (if any) in accordance with clause 3 above:-

- (a) on each Interest Payment Date of a Structured Deposit, the Bank shall pay to you the relevant Interest Amount (calculated in accordance with clause 5 above) for the Interest Period to which such Interest Payment Date relates and any other amounts (if any) as specified in the Confirmation and/or the Term Sheet; and
- (b) on the Settlement Date of a Structured Deposit, the Bank shall pay to you the Redemption Amount and, where applicable, the relevant Interest Amount (calculated in accordance with clause 5 above) for the immediately preceding Interest Period and any other amounts (if any) as specified in the Confirmation and/or the Term Sheet.

## **8. Early Termination**

Upon the occurrence of an Early Termination Event on a specific date or, if applicable, during a specific period, as specified in the Confirmation and/or the Term Sheet, the Bank may at its sole discretion terminate the relevant Structured Deposit, or if automatic termination is specified in the Confirmation and/or the Term Sheet, such Structured Deposit shall automatically be terminated, and the Redemption Amount shall be paid in accordance with clause 7(b) above.

## **9. Calculation Agent**

Unless otherwise specified in the Confirmation and/or the Term Sheet, the Bank shall be the calculation agent for the purposes of determining the various amounts payable and the exercise of any discretion granted in connection with each Structured Deposit. The Bank shall discharge its duty as calculation agent in good faith and all determinations as calculation agent shall be binding and conclusive in the absence of manifest error.

## **10. Withdrawal of the Principal Amount Subject to the Consent of the Bank**

Withdrawal of the Principal Amount, or any part thereof, prior to the Maturity Date, may only be made with the consent of the Bank at its sole and absolute discretion and upon such terms and conditions as the Bank may impose, including early termination charges (if any) or administrative fees, such charges and fees to be calculated in accordance with such formula as the Bank may prescribe from time to time which may be deducted by the Bank from the Principal Amount or other amounts (if any) which are otherwise payable to you in connection with that Structured Deposit.

## **11. OCBC Bank Not Liable**

- (a) The Bank shall not be liable for unavailability of the funds credited to any account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife, or other similar causes beyond its control, in which circumstances none of its branches, subsidiaries, or affiliates shall be responsible therefor.
- (b) The Bank shall also not be liable for any expense, cost, loss, damage, liability or other consequence (whether direct, indirect or consequential) suffered or incurred by you for any actions taken by the Bank which it, in its sole and absolute discretion, considers 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 or any policy of the Bank.

## **12. Payments and Deliveries**

The Bank shall be discharged from its entire liability in connection with each Structured Deposit or, if only partially redeemed or terminated, such part thereof on its Settlement Date when the amounts payable under clause 7(b) above in connection with such Structured Deposit are credited to an account notified by you to the Bank or if the Bank has not been notified of such account or that such account notified by you has ceased to be operative, to any of your account as the Bank shall in its absolute discretion determine or by way of cheque or in some other form as determined by the Bank.<sup>13</sup> Currency Indemnity

## **13. Currency Indemnity**

If any sum due from you or any order or judgment given or made in relation to or in connection with these Structured Deposits Terms and Conditions and each Structured Deposit has to be converted from the currency in which is payable by you (the "currency of account") into another currency (the "other currency") for the purpose of making or filing a claim or proof against you, obtaining an order or judgment in any court or other tribunal or enforcing any order or judgment given or made in relation to or in connection with these Structured Deposits Terms and Conditions and/or a Structured Deposit, you shall, as a separate independent debt, indemnify and hold harmless the Bank from and against any loss suffered as a result of any difference between the rate of exchange used to convert the sum in question from the currency of account into the other currency and the rate or rates of exchange at which the Bank may in the ordinary course of business purchase the currency of account with the other currency upon receipt of a sum paid in satisfaction, in whole or in part, of any such order, judgment, claim or proof.

## **14. Adjustment upon the Occurrence of an Event having a Diluting or Concentrative Effect on the Theoretical Value of the Underlying Financial Instrument**

Upon the occurrence of an event having, in the sole and absolute determination of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Reference Financial Instrument(s) of a Structured Deposit, the Calculation Agent shall make the corresponding adjustment(s), if any, to the Strike Price(s) and/or the number of such Reference Financial Instrument(s) as specified in the Confirmation and/or the Term Sheet. In any case, the Calculation Agent may also make adjustments as the Calculation Agent determines appropriate to any other variable

relevant to the settlement or payment terms of such Structured Deposit to account for such diluting or concentrative effect and determine the effective date(s) of the adjustment(s).

#### 15. FATCA and CRS Provisions and Policies

OCBC's Foreign Account Tax Compliance Act ("**FATCA**") Policy (as may be amended, supplemented or replaced from time to time) (the "**FATCA Policy**") and Common Reporting Standard ("**CRS**") Policy (as may be amended, supplemented or replaced from time to time) (the "**CRS Policy**") are incorporated by reference in this Structured Deposits Terms and Conditions and form part of the terms and conditions governing each Structured Deposit and each Structured Deposit is subject to the FATCA Policy and the CRS Policy. The FATCA Policy and the CRS Policy shall be binding on you and you agree that you will comply with and adhere to the FATCA Policy and CRS Policy, which are accessible at [www.ocbc.com/business-policies](http://www.ocbc.com/business-policies). Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and any other terms and conditions in this Structured Deposits Terms and Conditions, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

#### 16. Amendments

- (a) The Bank may at any time at its absolute discretion and upon written notice to you, change any one or more of these Structured Deposits Terms and Conditions and/or vary or restructure the terms and conditions of any relevant Structured Deposits (including, but without limitation, varying the currency and/or date in respect of any payment under the Structured Deposits). 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.
- (b) If you continue to hold and/or transact in or place Structured Deposits after such notification, you shall be deemed to have agreed to all the amendment(s) and variations without variations.
- (c) The Bank may notify you of any changes to these Structured Deposits Terms and Conditions and/or the terms and conditions any relevant Structured Deposits by:
  - (i) publishing such changes in the statements to be sent to you;
  - (ii) displaying such changes at the Bank's branches or automated teller machines;
  - (iii) posting such changes on the Bank's website;
  - (iv) electronic mail or letter;
  - (v) publishing such changes in any newspapers; or
  - (vi) such other means of communication as the Bank may determine in its absolute discretion.

#### 17. Market Disruption Event

- (a) The Calculation Agent shall determine the existence of a Market Disruption Event.
- (b) If the Calculation Agent determines the existence of a Market Disruption Event, then, in respect of such Structured Deposit, the Valuation Date and/or the Expiry Date (whichever one is or both are applicable) shall be the first succeeding Exchange Business Day on which there is no Market Disruption Event, unless there is a Market Disruption Event on each of the five Exchange Business Days or such other number of days as stipulated in the Term Sheet and/or the Confirmation immediately following the original Valuation Date and/or original Expiry Date (whichever one is or both are applicable). In that case, the fifth Exchange Business Day or such other day as stipulated in the Term Sheet and/or the Confirmation shall be deemed to be the Valuation Date and/or the Expiry Date (whichever one is or both are applicable), notwithstanding the Market Disruption Event. The Calculation Agent shall, then determine in good faith the estimate of the price of the Reference Financial Instrument(s) that would have prevailed but for that Market Disruption Event as of the Valuation Time and/or the Expiry Time (whichever one is or both are applicable) on that fifth Exchange Business Day or such other day as stipulated in the Term Sheet and/or the Confirmation.

#### 18. Representations, Warranties and Undertakings

- (a) You represent, warrant and undertake that:
  - (i) each Structured Deposit is placed by you (i) as principal, and not as agent or in any other capacity, fiduciary or otherwise and (ii) for the purposes of managing your borrowings or investments, hedging the underlying assets or liabilities or in connection with a line of business, and not for purposes of speculation;
  - (ii) the placement of any Structured Deposit and sources of funds used for such placement are lawful under all laws, regulations and regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to you, and that you will take all necessary actions to ensure that any placement of a Structured Deposit (and sources of funds used for such placement) will not contravene any law, regulation or regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to you;
  - (iii) you will comply at all times with all laws, regulations and regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to you relating to or arising from your entry (or the sources of funds used for such entry) into any of the transactions governed by these Structured Deposits Terms and Conditions.
  - (iv) neither you nor any of your Affiliates is a Restricted Person;
  - (v) you shall not (and shall ensure that none of your Affiliates will) directly or indirectly use, or permit or authorise any other person to directly or indirectly use, all or any part of the returns or payments received by you pursuant to the Structured Deposits:
    - (A) 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;

- (B) for the purpose of (directly or indirectly) financing, or contributing or making funds available for or to any Sanctioned Country or Restricted Person; or
- (C) in any other manner which could result in you or the Bank being in breach of any Sanctions (if and to the extent applicable to either of them) or becoming subject of any Sanctions;
- (vi) you shall not, whether directly or indirectly, make any payment to the Bank with funds or assets that:
  - (A) constitute property of, or will be beneficially owned by, any Restricted Person; or
  - (B) are the direct proceeds derived from any transactions that violate Sanctions applicable to any party hereto;
- (vii) you will promptly deliver to the Bank and permit the Bank to obtain the details of any claims, action, suit, proceedings or investigation against you or your Affiliates by any governmental, judicial or regulatory authority with respect to Sanctions to the extent that such details are available to you; and
- (viii) you shall not (and shall ensure that each of your Affiliates will 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.

You shall indemnify and keep the Bank and its officers, employees, nominees and agents indemnified promptly on a full indemnity basis from and against any loss, financial or otherwise that may be caused to the Bank and/or such officers, employees, nominees and agents on account of any (i) placement of a Structured Deposit by you and sources of funds for such placement and/or (ii) failure to comply with the laws, regulations or regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations, Anti-Corruption Laws, Anti-Money Laundering Laws, terrorism financing laws or breach of Sanctions) binding upon or applicable to you, and the Bank shall not, in any manner, be responsible or held liable for the foregoing or any other omission on your part.

- (b) You further agree that the foregoing representations and warranties are and will, so long as any Structured Deposit remains outstanding or any of the Bank's rights or your liabilities under these Structured Deposits Terms and Conditions and/or the Structured Deposits remains to be exercised and/or discharged to the Bank's satisfaction, be repeated on every such day.

## 19. Compliance and Sanctions

- (a) You agree that the Bank may at any time, without your prior consent, be entitled to:
  - (i) terminate or early redeem the relevant Structured Deposit and/or all contractual relationships with you;
  - (ii) refuse to enter into, process or complete any transaction or otherwise act on any instruction or request;
  - (iii) cancel or unwind any transaction or unsettled deals; or
  - (iv) delay or withhold any returns or payments pursuant to any Structured Deposit,
 and take any action as the Bank considers appropriate, whether wholly or partially and for such duration as the Bank may determine in its sole and absolute discretion without incurring any liability if the Bank suspects that any transaction in connection with the relevant Structured Deposit:
  - (aa) may breach any applicable laws and/or the Bank's 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 trade 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).
- (b) The Bank may take and instruct any delegate to take any action which it in its 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 the Bank which relates to the prevention of fraud, money laundering, terrorism or other criminal activities or the provision of financial and other services to sanctioned person or entities. Such action may include but is not limited to the interception and investigation of transactions on Structured Deposits 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 in connection with the Structured Deposit or the Bank's performance of its obligations under these Structured Deposits Terms and Conditions or the Structured Deposits. The Bank need not notify you until a reasonable time after it is permitted to do so under law, regulation or policy of the Bank, or by such public or regulatory authority.
- (c) In the event the Structured Deposit transaction is terminated pursuant to clause 19(a)(i) above, the amount to be paid on the termination of the Structured Deposit shall be determined by the Calculation Agent in good faith and in a commercially reasonable manner, and be paid on such date as the Bank may in its absolute discretion determine.

For the avoidance of doubt, the terms of this clause 19 apply in addition to and do not derogate from any of the terms set forth in these Structured Deposits Terms and Conditions.

## 20. Miscellaneous

- (a) You agree (i) that all telephonic conversations between you and the Bank in connection with any Structured Deposit placed or to be placed with the Bank may be electronically recorded and (ii) to the admission of such electronic records and any part thereof as evidence in any proceedings.
- (b) The Bank may at any time assign and/or transfer all or any of its rights, benefits and obligations under these Structured Deposits Terms and Conditions or any one or more Structured Deposits and/or the Confirmations. Except with the Bank's prior written consent and subject to such conditions as the Bank may prescribe, you shall not assign, transfer or charge to any third party or create any security or other interest in or otherwise dispose of or purport to do the same in respect of a Structured Deposit or any part thereof.
- (c) No failure or delay by the Bank in exercising or enforcing any right or option under these Structured Deposits Terms and Conditions shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against you or render the Bank responsible for any loss or damage arising therefrom.
- (d) Each of the provisions in these Structured Deposits Terms and Conditions is severable and distinct from the others and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.
- (e) You hereby agree that personal service of any writ of summons or other originating process or a sealed copy thereof pleadings or other documents may be effected on you by leaving the same at your place of business or abode or your address in Singapore last known to the Bank (and in this connection the Bank shall be entitled to rely on the records kept by it or that of any registry or government or statutory authority) and if your last known address shall be a postal box number or other hold mail address then personal service may be effected by posting the same to such address or addresses and you irrevocably confirm service of such writs of summons originating process pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on you.
- (f) No branch of the Bank in any other jurisdiction(s), subsidiary or affiliate shall under any circumstances whatsoever be liable to you in respect of the Bank's obligations and/or liabilities under these Structured Deposits Terms and Conditions.
- (g) These Structured Deposits Terms and Conditions and any agreement governed by these Structured Deposits Terms and Conditions shall be governed by and construed in accordance with the laws of Singapore and you irrevocably agree to submit to the non-exclusive jurisdiction of the courts of Singapore.
- (h) Any person who is not a party to an agreement governed by these Structured Deposits Terms and Conditions has no right under the Contracts (Rights of Third Parties) Act Cap 53B to enforce any provision of these Structured Deposits Terms and Conditions.
- (i) Where "you" consist of two or more persons, or if you are a partnership or other unincorporated entity consisting of two or more persons, these Structured Deposits Terms and Conditions shall be binding on your respective successors in title, executors and personal representatives, as the case may be, and your liabilities hereunder shall be joint and several. You shall be jointly and severally responsible and liable to the Bank for all monies owing and liabilities incurred to the Bank by any one or more of you or under or in connection with any Confirmation, acceptance of Confirmation or confirmation of Instructions or any documents signed or made or sent or conveyed by any one or more of you.
- (j) Where "you" refers to a corporation, these Structured Deposits Terms and Conditions shall be binding on such entity's successors in title.
- (k) These Structured Deposits Terms and Conditions shall be read in conjunction with the Terms and Conditions Governing Deposit Accounts. For the avoidance of doubt, where applicable, all references in the Terms and Conditions Governing Deposit Accounts to (i) "Account" shall include any Structured Deposit account you may have with the Bank whether alone, jointly or jointly with any other person(s) from time to time and (ii) "Products" shall include any Structured Deposit.
- (l) For each Structured Deposit, in the event of any conflict between:-
  - (i) the provisions herein, the Term Sheet and the Confirmation, the provisions of the Confirmation shall prevail; and
  - (ii) the provisions under these Structured Deposits Terms and Conditions and the other provisions of Terms and Conditions Governing Deposit Accounts, the provisions of these Structured Deposits Terms and Conditions shall prevail.

## APPENDIX

### Generic Risk Disclosure Statement

This brief Generic Risk Disclosure Statement does not purport to disclose or discuss all of the risks or other significant aspects of the derivatives, securities or currency markets or of placing Structured Deposits. This Generic Risk Disclosure Statement is intended as general only and is not specific to any transaction.

As Structured Deposits, unlike traditional deposits, have an investment element and returns may vary, you may wish to seek advice from a licensed or an exempt financial adviser before making a commitment to place any Structured Deposit. Notwithstanding whether you seek such professional advice, you should carefully make your own assessment of the relevant markets and consider if each Structured Deposit will be suitable for you in the light of your experience, financial circumstances and investment objectives.

You should fully understand and be aware that it is your sole responsibility to make your own independent appraisal and investigation into the risks associated with the desired product (including, without limitation, obtaining advice from such professional advisers (including legal, regulatory, tax, business, investment, financial and accounting advisers) as you may deem necessary to consult). You must also ensure that you have sufficient knowledge, experience, sophistication and professional advice to make your own evaluation of the merits and risks of entering into such transactions.

In considering whether to place any Structured Deposits, you should be aware of the following:

#### 1. **Contractual Terms and Obligations**

You have the responsibility to fully understand the terms and conditions relating to each Structured Deposit. You should therefore familiarise yourself with the terms and conditions of any agreement, contract or confirmation that you may enter into with the Bank. You must fully understand your rights and obligations under each of such agreement, contract and/or confirmation.

#### 2. **Variable Returns Contingent on Performance of Underlying Financial Instruments or Assets**

You understand that Structured Deposits are non-traditional deposits that offer enhanced returns through the use of embedded financial derivatives.

The returns on such deposits are variable and may or may not be guaranteed, and are usually contingent on the performance of one or more reference instruments or assets, which include a single equity or debenture or basket of equities or debentures, foreign exchange or interest rates, or the occurrence of an underlying credit event. You may sustain substantial losses on a Structured Deposit if the market conditions move against your positions. The movement in interest and exchange rates are affected by a variety of factors, including, without limitation, market sentiments, currency speculation or inflationary fears, which may or may not offer a logical basis for an explanation of the market's movement in a certain way. You should therefore ensure that you fully understand the risks involved in the reference instruments or assets and satisfy yourself that you are willing to accept such risk.

In the case where the returns are not guaranteed, it is likely that you may not receive any return on the maturity date.

#### 3. **Liquidity of Structured Deposits**

You understand that Structured Deposits usually carry a longer tenure than traditional deposits. You should therefore ensure that you have sufficient funds and/or the necessary liquidity to enable you to hold each Structured Deposit with the Bank until the maturity date.

#### 4. **Potential Losses on Voluntary Early Withdrawal/Termination**

You are fully aware of the tenure of each Structured Deposit and (if applicable) the fact that the principal sum of such Structured Deposit is only guaranteed if held to maturity. Early withdrawal/termination of a Structured Deposit by you may result in you receiving less than the initial deposit amount. You further understand that you will bear any costs and charges associated with your early withdrawal/termination of such Structured Deposit.

#### 5. **Early Termination by the Bank**

Although the maturity date and the enhanced interest rate are pre-determined at the time of establishment of a Structured Deposit, you are subject to the risk of price fluctuations in the underlying instruments or assets. In most cases, an increase or decrease (as the case may be) in the price of the underlying instruments or assets relative to the pre-determined strike price or formula on a pre-determined date or during a predetermined period will result in the exercise of the right of the Bank to terminate such Structured Deposit and return an amount in cash to you from the due settlement of such Structured Deposit.

#### 6. **Exchange Risks and Exchange Controls**

You acknowledge and accept that you may be exposed to inherent exchange rate risks and exchange controls when you effect a Structured Deposit where the principal is repayable in either the currency in which it is made (the base currency) or an alternative currency. You understand that a loss on the principal amount (in comparison with the amount of the base currency initially deposited for a Structured Deposit) or any other amounts may be incurred where the proceeds of such Structured Deposit are paid at maturity in the alternative currency.

#### 7. **Past and Future Performance**

You understand that any forecast on the economy, stock market, bond market and economic trends of the markets provided to you is not necessarily indicative of the future or likely performance of any Structured Deposit. Where any past performance of a Structured Deposit, or that of its underlying financial instruments or assets, is provided to you to illustrate possible returns of such Structured Deposit, you understand that such past performance is also not necessarily indicative of future performance of such Structured Deposit.



## **8. Tax Risks**

Before placing any Structured Deposit, you should understand the tax implications of doing so, e.g. income tax. Different Structured Deposits may have different tax implications. The tax implications are dependent upon the nature of your activities and the transaction in question. You should, therefore, consult your tax adviser to understand the relevant tax considerations.

## **9. Sanctions, Anti-Money Laundering, Anti-Corruption and Terrorism Financing**

You understand that you have to make certain representations, warranties and undertakings relating to compliance of all laws, regulations and regulatory policy of any jurisdiction relating to sanctions, anti-money laundering, anti-corruption and terrorism financing. You must be aware that the Bank is entitled to very broad rights to, amongst others, vary or restructure the terms and conditions of the Structured Deposits or delay or suspend any obligations under the Structured Deposits or refuse to process any instructions pursuant to the Structured Deposits if it has reason to believe that transactions relating to the Structured Deposits may result in non-compliance or breach of any law, regulation and regulatory policy of any jurisdiction relating to sanctions, anti-money laundering, anti-corruption and terrorism financing.

## **10. Further Risks and Acknowledgement**

You acknowledge that you are the Bank's non-professional counterparty and the Bank deals with you at arms length as your counterparty. Any dealing, trading or transaction with the Bank by you could result in a loss to you and a gain to the Bank. The Bank and its affiliates (including related companies) may hold positions in securities, currencies, interest rates or other derivatives thereof for themselves or other clients and such positions may not be consistent with any advice given by their employees or officers.