

**Insertion of Sanction clauses
(Applicable to all T&Cs except US)**

**Clause 10.
Representations and
declarations**

10.2

For the purpose of this clause 10.2, the following words have the meanings shown below.

(a) 'Affiliate' means your or the guarantor's subsidiary or holding company, or any other subsidiary of that holding company.

(b) 'Anti-corruption laws' means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act 1977 and any similar laws, rules or regulations issued, administered or enforced by Singapore, the United States, or any other jurisdiction.

(c) 'Anti-money-laundering laws' means the financial record keeping and reporting requirements that apply and the money-laundering laws in Singapore and each jurisdiction in which you and any member of your group of companies carry out business or operations, the rules and regulations that apply under those requirements and laws, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency, or proceedings brought by or before any court or government agency.

(d) 'Controlled' means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint 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.

(e) 'Government agency' means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but not limited to, any stock exchange or self-regulatory organisation established under any law or regulation).

(f) 'Holding company' means a company or corporation which you (or the guarantor) are a subsidiary of. To avoid any doubt, 'holding company' includes an 'ultimate holding company' (defined in Section 5A of the Companies Act (Cap 50)).

(g) 'Majority owned' means holding (under your own name or through someone else) more than 50% of the issued share capital (or equivalent) or voting rights of another person (not including any part of that issued share capital (or equivalent) that carries no right to take part in a distribution of either profits or capital beyond a set amount).

(h) 'Restricted person' means, at any time:

- any person included in any list of designated people maintained by a sanctions authority;
- any person operating, organised, living, incorporated, registered or legally based in a sanctioned country; or
- any person controlled or majority owned by, or acting on behalf of or under the direction of, any of those people mentioned above.

(i) 'Sanctioned country' means, at any time, a country or territory which is the subject or target of any sanctions that apply worldwide or to a particular country or territory, including but not limited to North Korea, Iran, Syria, Cuba and the Crimea region of the Ukraine.

	<p>(j) 'Sanctions' means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations made law, imposed, administered or enforced from time to time by:</p> <ul style="list-style-type: none"> • the United States Government, including those departments administered by the Office of Foreign Assets Control of the US Department of the Treasury or the US Department of State; • the United Nations Security Council; • the European Union and any European Union member state; • the United Kingdom; • the Monetary Authority of Singapore; or • any other sanctions authority. <p>(k) 'Sanctions authority' means any relevant government authority (including any government authority which has jurisdiction over you or us or any transactions covered by this agreement, the letter of offer or the security documents).</p>
<p>Clause 10. Representations and declarations</p>	<p>10.2.4</p> <p>(i) Neither of you or any affiliate, is a restricted person.</p> <p>(ii) None of the money you withdraw from the facility will be directly or indirectly used for any purpose that would fail to observe any sanctions or that would fund or allow any activities, business or transactions of, or with, any restricted person or any sanctioned country.</p> <p>(iii) None of the money you withdraw from the facility will be used to buy or transfer any military goods or equipment.</p> <p>(iv) Neither of you, or any affiliate, is breaking or will break any law or regulation relating to sanctions.</p>
<p>Clause 10. Representations and declarations</p>	<p>10.2.5</p> <p>(i) Neither of you or any guarantor will, whether directly or indirectly, repay any part of the facility with money or assets that:</p> <ul style="list-style-type: none"> (a) belong to, or will be ultimately owned by, any restricted person; or (b) are the direct proceeds from any transactions that fail to observe any sanctions that apply. <p>(ii) You will give us (as soon as possible) or allow us to get details of any claims, action, suit, proceedings or investigation against you or any of your affiliates by any governmental, judicial or regulatory authority which relate to any sanctions that apply.</p> <p>(iii) You will keep to (and will make sure that each of your affiliates keeps to) any sanctions that apply, and will not carry out or be directly or indirectly involved in any transaction, conduct, trade, business or other activity that could result in you failing to observe any sanctions.</p> <p>(iv) You will not (and will make sure that none of your affiliates will) directly or indirectly use, or allow or authorise any other person to directly or indirectly use, all or any part of the money withdrawn from the facility or the banking products and services provided under the facility:</p> <ul style="list-style-type: none"> (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 is not in line with any sanctions (or which is related to

	<p>any sanctioned country) or which would break any anti-corruption laws, anti-money-laundering laws or terrorism-financing laws;</p> <p>(b) for the purpose of (directly or indirectly) financing or contributing to, or making funds available for or to, any sanctioned country or restricted person; or</p> <p>(c) in any other way which could result in you or us failing to observe any sanctions that apply or becoming the subject of any sanctions.</p> <p>(v) You will (and you will make sure that each of your affiliates will) carry out your businesses in line with anti-corruption laws and anti-money-laundering laws.</p>
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**Insertion of Sanction clauses
(Applicable to US T&C)**

**Clause 10.
Representations and
declarations**

10.2.5

- (i) Neither the Borrower, any Guarantor, or any Affiliate, is a Restricted person.
- (ii) None of the money withdrawn from the facility will be directly or indirectly used for any purpose that would fail to observe violate any Sanctions or that would fund or allow any activities, business or transactions of, or with, any Restricted Person or any Sanctioned Country.
- (iii) None of the money withdrawn from the facilities will be used to buy or transfer any military goods or equipment.
- (iv) Neither of the Borrower, or any Guarantor or any Affiliate, is breaking or will break any law or regulation relating to Sanctions.

**Clause 10.
Representations and
declarations**

10.2.6

- (i) Neither of the Borrower or Guarantor will whether directly or indirectly, repay any part of the facility with money or assets that:
 - (a) belong to, or will be ultimately owned by, any Restricted person; or
 - (b) are the direct proceeds from any transactions that fail to observe any Sanctions that apply
- (ii) The Borrower will give the Bank (as soon as possible) or allow us to get details of any claims, action, suit, proceedings or investigation against the Borrower or any of its Affiliates by any governmental, judicial or regulatory authority which relate to any Sanctions that apply
- (iii) The Borrower will keep to (and will make sure that each of its Affiliates keeps to) any Sanctions that apply, and will not carry out or be directly or indirectly involved in any transaction, conduct, trade, business or other activity that could result in the Borrower failing to observe any sanctions.
- (iv) The Borrower will not (and will make sure that none of its Affiliates will) directly or indirectly use, or allow or authorise any other person to directly or indirectly use, all or any part of the money withdrawn from the facility or the banking products and services provided under the facility:
 - (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 is not in line with any Sanctions (or which is related to any Sanctioned country) or which would break any Anti-corruption laws, Anti-money-laundering laws or terrorism -financing laws;
 - (b) for the purpose of (directly or indirectly) financing or contributing to, or making funds available for or to, any Sanctioned country or restricted person; or
 - (c) in any other way which could result in the Borrower or the Bank failing to observe any sanctions that apply or becoming the subject of any sanctions.

(v) The Borrower will (and the Borrower will make sure that each of its Affiliates will) carry out businesses in line with anti-corruption laws and anti-money-laundering laws.

(vi) For the purpose of this clause 10.2.6, the following words have the meanings shown below.

(a) "Affiliate" means the Borrower or the Guarantor's subsidiary or holding company, or any other subsidiary of that holding company.

(b) 'Anti-corruption laws' means the Bribery Act 2010 of the United Kingdom, the United States Foreign Corrupt Practices Act 1977 and any similar laws, rules or regulations issued, administered or enforced by Singapore, the United States, or any other jurisdiction.

(c) 'Anti-money-laundering laws' means the financial record-keeping and reporting requirements that apply and the money-laundering laws in Singapore and each jurisdiction in which the Borrower and any member of its group of companies carry out business or operations, the rules and regulations that apply under those requirements and laws, and any related or similar rules, regulations or guidelines, issued, administered or enforced by any government agency, or proceedings brought by or before any court or government agency.

(d) "Controlled" means where one person (either directly or indirectly and whether by share capital, voting power, contract or otherwise) has the power to appoint 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.

(e) 'Government agency' means any government or governmental agency, public, statutory, semi-governmental or judicial entity, body or authority (including, but not limited to, any stock exchange or self-regulatory organisation established under any law or regulation).

(f) "Holding Company" means a company or corporation which the Borrower (or the Guarantor) are a subsidiary of. To avoid any doubt, 'holding company' includes an 'ultimate holding company' (defined in Section 5A of the Companies Act (Cap 50)).

(g) "Majority owned" means holding (under own name or through someone else) more than 50% of the issued share capital (or equivalent) or voting rights of another person (not including any part of that issued share capital (or equivalent) that carries no right to take part in a distribution of either profits or capital beyond a set amount).

(h) "Restricted Person" means, at any time:

- any person included in any list of designated people maintained by a sanctions authority;
- any person operating, organised, living, incorporated, registered or legally based in a sanctioned country; or
- any person controlled or majority owned by, or acting on behalf of or under the direction of, any of those people mentioned above.

(i) "Sanctioned Country" means, at any time, a country or territory which is the subject or target of any sanctions that apply worldwide or to a particular country or territory, including but not limited to North Korea, Iran, Syria, Cuba and the Crimea region of the Ukraine.

	<p>(j) "Sanctions" means any trade, economic or financial sanctions, embargoes or restrictive measures or related laws or regulations made law, imposed, administered or enforced from time to time by:</p> <ul style="list-style-type: none">• the United States Government, including those departments administered by the Office of Foreign Assets Control of the US Department of the Treasury or the US Department of State;• the United Nations Security Council;• the European Union and any European Union member state;• the United Kingdom;• the Monetary Authority of Singapore; or• any other sanctions authority. <p>(k) Sanctions authority" means relevant government authority (including any government authority which has jurisdiction over the Borrower or the Bank or any transactions covered by this Agreement, the Letter of Offer or the Security Documents).</p>
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