

## Changes to the Terms and Conditions Governing OCBC RoboInvest

Amendment of clause 4 by inserting new sub-clause 4.4A	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 OCBC RoboInvest account) to any person for any purpose that we deem necessary in our sole and absolute discretion.
Amendment of clause 9.1 (please refer to text marked in blue)	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 for any losses, expenses or damages incurred by you as a result of or arising out of, or in connection with the services provided under these Terms and Conditions, except those that arise due to our wilful default or fraud <b>or 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(j)(viii) of these Terms and Conditions) or any policy of ours.</b> 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.
Amendment of clause 10.1 (please refer to text marked in blue)	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, <b>undertaking</b> , covenant or confirmation by you in these Terms and Conditions <b>(including but not limited to a breach occurring in relation to clause 12A.1 of these Terms and Conditions)</b> 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.
Amendment of clause 11.1 (please refer to text marked in blue)	We may terminate or suspend your access to OCBC RoboInvest, in our sole discretion, at any time for any reason <b>(including pursuant to clause 12A.2.1(a))</b> without notice to you <b>and we shall not be liable to you for any losses and expenses suffered and or incurred thereby.</b> 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.
Amendment of clause 12 (please refer to text marked in blue)	<p><b>12. Consequence upon Termination</b></p> <p>12.1 If we terminate your Account in our sole discretion <b>(including pursuant to clause 12A.2.1(a))</b>, we may:</p> <ul style="list-style-type: none"> <li>(i) take any action that a reasonably prudent person appointed to manage the Portfolio would be expected to take;</li> <li><b>(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;</b></li> <li>(iii) enter transactions to settle or otherwise extinguish or offset obligations incurred in relation to the Portfolio before the effective date of termination;</li> <li>(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;</li> <li>(v) suspend any right for you to make withdrawal requests; and</li> <li>(vi) exercise any other power or right which we may have under these Terms and Conditions or in law or equity.</li> </ul>
Insertion of new clause 12A	<p><b>12A. Compliance and Sanctions</b></p> <p>12A.1 You represent, warrant and undertake that (which representations, warranties and undertakings are deemed to be repeated on every day):</p> <ul style="list-style-type: none"> <li>(a) you are not a Restricted Person;</li> <li>(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 OCBC RoboInvest or the Services provided under these Terms and Conditions: <ul style="list-style-type: none"> <li>(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;</li> </ul> </li> </ul>

(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;

(iiii) "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 sub-paragraph (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").

	<p>12A.2.1 You agree that we may at any time, without your prior consent, be entitled to:</p> <p>(a) suspend operations of or terminate your OCBC RoboInvest account, the provision of the Services under these Terms and Conditions, your access to OCBC RoboInvest and / or any and all contractual relationships with you;</p> <p>(b) restrict, block and / or suspend your access to and / or use of OCBC RoboInvest 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 OCBC RoboInvest and / or any access credentials;</p> <p>(c) refuse to enter into, process or complete any transaction or otherwise act on any instruction or request;</p> <p>(d) cancel or unwind any transaction, trade execution or unsettled deals; or</p> <p>(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 OCBC RoboInvest or the Services provided under these Terms and Conditions:</p> <p>(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;</p> <p>(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</p> <p>(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).</p> <p>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 OCBC RoboInvest 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 OCBC RoboInvest 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.</p> <p>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.</p>
<p>Insertion of new clause 12B</p>	<p><b>12B. Amendments</b></p> <p>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 OCBC RoboInvest 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 OCBC RoboInvest 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.</p> <p>12B.2 If you continue to make use of OCBC RoboInvest and / or the Services provided under these Terms and Conditions, you shall be deemed to have agreed to all amendments and variations without reservation.</p> <p>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 OCBC RoboInvest 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.</p>