

## 3. General Terms and Conditions

### Governing the relationship between Nordea Bank S.A., Singapore Branch and its Clients

In order to be successful, a business relationship must be founded on sound principles. Nordea Bank S.A., Singapore Branch's General Terms and Conditions describe the nature of its business relationships with Clients. Among other things, they highlight the standards adopted and applied in terms of the opening and maintenance of accounts, transfers and transactions of all kinds, and also clarify "what happens if?" in many specific instances. Whatever question a Client may have about how Nordea Bank S.A., Singapore Branch conducts its business, the answer is most likely to be found in the following pages.

#### 3.1 Preliminary provisions

**3.1.1** Nordea Bank S.A., Singapore Branch (hereinafter referred to as the "Bank") is regulated as an offshore bank under the Singapore Banking Act (Cap 19.), as amended. It is supervised by the Monetary Authority of Singapore.

**3.1.2** The contractual relations between the Bank and the Client are governed by the following conditions and any other specific agreements between the parties.

**3.1.3** Any provisions set out in specific agreements between the Client and the Bank which might be in contradiction with these General Terms and Conditions shall prevail, unless otherwise expressly stipulated. These General Terms and Conditions may also be referred to as General Conditions in any of the Bank's documents or agreements.

**3.1.4** "Business day" in these General Terms and Conditions shall mean a day on which the Bank is open for business in Singapore.

#### 3.2 General provisions

##### 3.2.1 Opening of account, signatures, proxies

**3.2.1.1** At the beginning of the relationship, the Client will indicate to the Bank exact data regarding his/her identification (e.g. name, residence, nationality, profession) by providing a certified copy of an official identification document and details of the origin of assets to be deposited with the Bank, and will provide all information required by the Bank in order to be able to establish his/her profile and his/her knowledge of financial instruments. The Client is required to provide a utility bill, a tax residence certificate or any other document as requested by the Bank that determines the Client's tax residential status. Individuals may be invited by the Bank to prove their legal capacity. Corporate and other legal entities must provide i.a. the most recent certified copy of their constitutional documents, a recent certified excerpt from the relevant authority responsible for the registration or incorporation of corporate legal entities in the jurisdiction in which the entity is incorporated, and a resolution containing the list of those persons authorised to bind and represent the said entity in its relations with third parties.

Individuals, corporate and other legal entities shall provide the Bank with all such documents as the Bank may from time to time request, with respect to the identification of the Client and the beneficial owner of the account.

Assets remitted by the Client, or third parties, to the Bank before a formal account relationship has been established, may be held by the Bank in a non-interest-bearing internal account, and no account shall be opened for the Client until all account-opening documents are completed to the Bank's satisfaction.

The Bank may further, upon the opening of the account or in the future, request any identification or other documents it considers necessary to comply with its legal obligations and to maintain a relationship of trust with the Client. The Bank may, where appropriate, require of its Client periodic submission of financial reports. If the Client fails to deliver any such document in a timely fashion to the Bank, the Bank is authorised to liquidate the positions of the Client and to close the account.

Should no formal account relationship be established, or should the account be closed, the Bank shall dispose of the assets remitted to it in accordance with clause 3.13.3 to the extent permitted by law.

The Client shall forthwith inform the Bank in writing of any changes to the identification particulars mentioned above, especially with regard to any changes to his/her name, company name, civil status, nationality or address. The same obligation is incumbent upon the Client with respect to the persons authorised to represent him/her. This obligation shall also apply for changes that are published according to the law wherever required.

The Client is obliged to inform the Bank in writing if: execution or attachment is levied against the assets of the Client; suspension of payments measures has occurred against him/her; the Client has applied for debt rescheduling or negotiation concerning a compulsory composition, or if a petition for bankruptcy or for winding up is filed against the Client.

**3.2.1.2** The Client shall deposit with the Bank a specimen of his/her signature and, where applicable, of the signatures of statutory representatives or authorised signatories. The Bank may solely

rely on such specimens, irrespective of any entries in commercial registers or other official publications.

The Bank shall not be liable for the fraudulent use by a third party of the signature of the Client, whether such signature be authentic or forged.

Should the Bank not identify the fraudulent use of the authentic signature of the Client (or a forged specimen thereof) on documents, and effect transactions on the basis of such documents, it shall, except in cases of gross negligence on the part of the Bank in the verification of any such document, be released from its obligation to refund to the Client the assets deposited with the Bank which were misappropriated by the fraudulent use of such documents. The Bank shall, in such circumstances, be considered as having made a valid transaction, as if it had received proper instructions from the Client.

**3.2.1.3** Specimens of the signatures of the statutory representatives, and of persons authorised to bind and represent the Bank, recorded on a list that the Client may review at any time at the Bank. Only documents bearing such signatures will bind the Bank.

**3.2.1.4** The Client may be represented in dealings with the Bank by one or several proxy holders. Proxies must be in writing, in the form as required by the Bank, and must be deposited with the Bank. Unless otherwise agreed, they shall remain valid until, at the latest, the business day following the day that the Bank has received information in writing from the Client that one of the legal or stipulated causes of termination, or modification of the agency relationship, has occurred. Proxy holders are required to provide the Bank with the exact data regarding their identification by providing a certified copy of an official identification document. The Client hereby acknowledges and agrees that he/she is under a duty to ensure that unauthorised instructions are not given by any proxy holder to the Bank.

The Bank may refuse to execute instructions of the proxy holder for reasons pertaining solely to the proxy holder, as if the proxy holder were the account holder himself/herself.

**3.2.1.5** Except in the case of gross negligence, the Bank assumes no responsibility when verifying the accuracy or the completeness of the data presented to it by the Client.

Any amendment to such information must be communicated immediately in writing to the Bank. The Client, and not the Bank, will be liable for any damages caused by wrong, inaccurate, outdated or incomplete data. If the Bank has to verify the authenticity, validity or completeness of documents received from or handed out on behalf of a Client, or if it has to translate such documents, it shall only be liable for gross negligence.

### **3.2.2 Personal data**

The Client authorises and empowers the Bank to collect, store and process certain information or personal data regarding the Client, such as name, address, date and place of birth, profession, nationality, financial information, investment risk profile, etc. The Client may, at his/her discretion, refuse to communicate such information to the Bank, thereby precluding the Bank from establishing computer or other records and from using his/her personal data. However, such refusal or preclusion shall be an obstacle to the entry into, or to the continuation of, the relationship between the Bank and the Client.

The information relating to the Client will be used by the Bank to provide the services required by the Client and to fulfil its contrac-

tual, legal and regulatory obligations. The Bank undertakes not to transfer the Client's data to any third parties, except if required by law or on the basis of prior formal authorisation from the Client.

In case the Client wishes to obtain a credit, investment facility or guarantee from the Bank exceeding EUR 1,000,000 (one million euro) or its equivalent in any other currency, the approval is, in accordance with Nordea Group credit policy guidelines, to be given by credit committees, of which some members are not employees or officers of the Bank but are from other Nordea Group companies outside Singapore. Those members have given a pledge of secrecy to the Bank. In order to allow such credit committees to review a Client's credit application, the Bank may have to provide personal data (such as identity, financial and professional background, and assets and liabilities held with the Bank) about the Client to the members of such credit committees. The personal data transmitted to those members will be kept for a maximum period of four weeks after a decision about a credit application has been taken. At the latest after the expiry of this period, the documents on which the personal data appear will be destroyed. Subject to the terms described herein, the Client expressly instructs the Bank to provide to members of credit committees who are not employees or officers of the Bank, any personal data required for such credit committees to review a credit application from the Client.

The Client may oppose data processing for prospecting and marketing purposes. The client may exercise his opt-out right by notifying the Bank.

The Client may ask, free of charge, for a print of computer-stored personal data relating to him/her, and shall have the right to have it amended if it is incorrect or incomplete.

All data relating to the Client shall not be held for a period exceeding the period required for data processing, taking into account the periods determined by law.

### **3.2.3 Recording**

The Client specifically empowers the Bank to tape record his/her telephone conversations with the Bank. The tape may be used in court, or in other legal proceedings, with the same value in evidence as a written document.

Microfiches, microfilms or computerised registrations effected by the Bank on the basis of original documents shall constitute prima facie evidence and shall have the same value in evidence as an original written document.

### **3.2.4 Mail, Communication by the Bank, dispatch of assets**

**3.2.4.1** Unless agreed to the contrary, the Bank will send all documents by ordinary mail. Mail regarding accounts with several account holders will be sent to a common address indicated to the Bank. If no such address has been indicated, mail may be forwarded to one of such account holders at the Bank's discretion.

Dispatch, including the date of dispatch, of any communication, will be considered proven if the Bank has in its possession a printed or computer-stored copy or other mailing record of such communication. The transmission report in the case of faxes shall constitute conclusive evidence of the dispatch of any communication by the Bank and the receipt thereof by the Client. Written communications by the Bank are deemed to have been duly delivered within the ordinary course of mail if sent to the last address of which the Bank has received notice, even if the letter is returned marked "unable to deliver" or with similar legend.

Where mail is returned to the Bank with a statement that the addressee is unknown at the address indicated, or no longer resides at such address, the Bank shall be entitled to withhold such mail as well as any later mail.

The Bank will keep physical or electronic copies of correspondence, notifications, confirmations, statements etc. in accordance with applicable laws.

3.2.4.2 The Client agrees that all information such as without limitation, modifications to these Terms and Conditions, changes in the Charges and Commissions list, change of margin etc., to be provided by the Bank to its clients, will be provided either in paper format (such, as without limitation, account statement, separate instrument in writing etc.), or exclusively by display on its internet website [www.nordea.lu](http://www.nordea.lu) (secured or not), or any other format agreed upon between the Bank and the Client. This information shall also be available at the Bank's premises or from the Client's account manager upon simple request.

Where communication from the Bank is made available on the Bank's internet website [www.nordea.lu](http://www.nordea.lu), they will be deemed to have been received by the Client the day after their upload to the site. Where communication from the Bank are made by referring to the website [www.nordea.lu](http://www.nordea.lu) on which they are displayed, in any of its documents (such, as without limitation, account statement, separate instrument in writing etc.), they will be deemed to have been received by the Client on the date indicated on the relevant document.

The Client shall be deemed to regularly consult the internet website of the Bank to keep himself informed of the latest applicable Terms and Conditions Charges and Commissions list.

3.2.4.3 In general, the Bank will only make physical deliveries of cash and financial instruments to the Client, or to a person designated by the Client, in the premises of the Bank.

Should the Client wish to obtain a physical delivery, he/she must give sufficient notice to the Bank and bear the cost of such delivery.

If, however, the Client requests the mailing or transportation of financial instruments, cash or other assets to his/her address, or to a person designated by the Client, such mailing or transportation shall be made at the risk and at the cost of the Client. Accordingly, in such cases, the Bank shall be considered as having satisfied its obligation of restitution to the Client of assets held in custody with the Bank, upon remittance of such assets to the postal services for mailing or to a known courier service company for transportation. The Bank shall not be obliged to insure the assets remitted by mail or transportation.

The Bank shall only be liable for gross negligence. In such a case, the rights of the Client against the Bank, if they exist, shall be limited to the amount paid by the insurance company to the Bank or, in the absence of any insurance coverage, to the refunding to the Client of similar financial instruments, cash or other similar assets, or, if this is not possible, to the repayment of the value of these items as at the day of repayment. The Bank shall not be liable for the loss in value of assets during the delivery period.

### 3.2.5 Statements of account

3.2.5.1 The Bank will send out statements and confirmations of the orders executed on behalf of the Client. A confirmation of every order executed on behalf of the Client will be addressed

to the Client no later than one business day following the execution of the transaction. Upon the Client's request, the Bank will supply information about the status of his/her order. At least once a month, the Client will receive a portfolio statement showing the Client's assets and liabilities held with the Bank. The Client may request the Bank to send such portfolio statements at more frequent intervals. Depending on the service provided to, or requested by, the Client, further reports may be issued. In particular, if the Bank provides portfolio management services to the Client, special reporting obligations shall be mentioned and agreed upon in an agreement for portfolio management services.

The Client shall advise the Bank without undue delay of errors, discrepancies and irregularities that appear in any documents, statements of account or other mail addressed to him/her by the Bank. The same rule shall apply for any delay in receiving mail.

If the Bank receives no written objection within 30 days of the dispatch of the documents and statements of account, all transactions mentioned thereon are considered as having been approved and ratified by the Client. When mail is held at the Bank at the Client's request, the period of thirty (30) days runs from the date on which the document is deemed to have been delivered to the Client. All transactions and figures given in the above-mentioned documents shall be considered to be final and accurate. The Client shall have no direct or indirect right of objection against such transactions. This rule applies to all transactions executed by the Bank, particularly to transfers and investments of funds, and to purchases and sales of financial instruments and precious metals.

The Client may request copies of statements and confirmations at any time during which the Bank is legally required to keep records of the relevant transaction, against a fee as set out in the Charges and Commissions of the Bank.

3.2.5.2 The valuation of the assets held in the account, as stated in such documents and account statements, is indicative only and should not be construed as a confirmation by the Bank, or as representing their precise financial value.

The Bank is authorised to correct any material errors it makes with proper value date, by a new entry in its books, even if the account balance has been expressly or tacitly approved. Similarly, if, by mistake, a transfer instruction has been executed twice, the Bank is authorised, in accordance with the principles of recovery of mistaken payments, to correct such errors.

If, after such a new entry into the books, the account shows a debit balance, overdraft interest will be automatically due, without formal notice, as from the effective date of the overdraft. The Client may not object to a request from the Bank for refunding or restitution by claiming that he/she has already disposed of the assets mistakenly credited to his/her account, or that he/she could, believe that he/she was the beneficiary of such assets.

### 3.2.6 Instructions

3.2.6.1 Any communication from the Client to the Bank must be in writing. The Client must be able to prove the existence and content of all communications.

Unless otherwise agreed, the Bank will, in general, not carry out instructions given orally, or by fax or similar means of communication other than an original written document.

If, by exception, the Bank disregards this rule or it is otherwise agreed, then:

- it is expressly agreed that only the document received or, as the case may be, drawn up by the Bank, shall conclusively prove the instructions given by the Client; this document will be kept by the Bank; in any case, the Bank shall only accept instructions given by, or bearing the signature of, the person(s) authorised to undertake transactions on the account, in accordance with the signature rules and power granted;
- the Client acknowledges that the Bank is entitled to refuse to carry out instructions if it has any doubt with respect to the identity of the person giving the instructions, or of the beneficiary, or for any other reason;
- the account statements and records of the Bank shall conclusively prove that the transactions mentioned therein have been carried out in accordance with the orders so given by the Client.

The Bank in particular draws the Client's attention to: the risks inherent in the sending of instructions, orally or by fax; the risks of errors when instructions are sent by such means of communication; the risks of misappropriation or fraud in relation both to the content and the signature of such instructions.

The Bank shall not accept oral instructions regarding the transfer of assets from the Client's account to the account of any third party.

The Bank does not accept any instructions given by the Client via e-mail, nor can the Bank accept to enter into any kind of agreement via e-mail unless a specific written agreement thereto exists between the Client and the Bank.

Subject to the Client's specific instruction, the Bank will send, at the Client's entire risk, information which may be of a confidential nature to an e-mail address as indicated by the Client. The Bank shall not incur any liability when sending information by e-mail to the Client.

The Client assumes all risks, particularly those arising from errors in communication, be it verbal or otherwise, or comprehension (including errors as to the identity of the Client, errors in numbers and denominations and from the fraudulent use of the Client's identity as well as the identity of his/her proxy-holder(s) or the party(ies) authorised to represent the Client) resulting from the use of such means of communication, and relieves the Bank from any and all responsibility in this respect.

To avoid any duplication, all written confirmations of previous oral instructions must clearly refer to those oral instructions. The Client must provide the Bank with his/her instructions in a timely fashion. Instructions will only be accepted during the normal business hours of the Bank; the execution thereof shall be done within the time needed for the completion of the Bank's verification and processing procedure, and in accordance with the terms of the market to which they relate and/or with specific agreements concluded with the Client. The instructions of the Client must be complete, accurate and precise in order to avoid mistakes. If the Bank considers the information provided by the Client in this respect to be inadequate, the Bank may delay the execution of any transaction without thereby incurring any liability, pending receipt of the necessary additional information.

**3.2.6.2** Whenever the Bank receives instructions on which the name does not match the account number indicated thereon, the Bank may rely conclusively on the account number.

**3.2.6.3** The Bank shall be under no obligation to effect agreed payments in the event that instruction forms, if any, fail to reach the Bank in due course, or where the account has insufficient funds.

The Client shall advise the Bank in writing, in each particular case, when payments have to be made within a time limit, and when delays in the fulfilment of such orders may cause damage.

Payment instructions must always be given with reasonable advance notice (minimum three business days) and shall be subject to customary execution terms. Should the Bank fail to execute such payment instructions in a timely fashion, the liability of the Bank towards the Client will be limited to the loss of credit interest to the beneficiary resulting from the delay of the payment.

Interest will be calculated at the rate applicable in relation to the relevant currency. If no such advice has been given, the Bank shall only be liable for gross negligence

**3.2.6.4** The Bank may refuse any instruction given by the Client.

The Bank may suspend the execution of an instruction from the Client if the order relates to transactions or products that the Bank does not handle in the ordinary course of its business, or if the Client has failed to execute an obligation he/she has towards the Bank.

**3.2.6.5** Credit and debit operations will normally be carried out with a number of business days' value, as more specifically mentioned in the Bank's Charges and Commissions, except where market practices or specific agreements to the contrary exist.

**3.2.6.6** The Bank is not bound to inquire about the reasons for which an authorised person intends to undertake a transaction, without prejudice to the laws and regulations relating to the prevention and fight against money laundering and terrorist financing. The Client, or his/her assignees (i.a. heirs, legal successors and legal representatives of the incapacitated Client), shall bear sole responsibility for the risk of possible abuse or any damages suffered in relation to transactions initiated by an authorised person.

**3.2.6.7** In case of the impossibility to execute, failure to execute, or partial, late or defective execution of an instruction, the Bank shall be held liable only in case of gross negligence.

**3.2.6.8** Whenever the Client does not hold an account in the currency of the transaction, or whenever the cover is insufficient, the Bank may debit any other account of the Client.

### **3.2.7 Transfers**

The Bank places its transfer facilities at the disposal of the Client for all kinds of transfers (cash, financial instruments, precious metals, etc.). These transactions are executed at the expense of the Client in accordance with the Charges and Commissions of the Bank at the time of the transfer.

For all orders of payment, transfer or disposal, the Bank retains the right to determine the place and method of execution for

carrying out these operations (cash payment, consignment of funds, transfers, cheques or any other method of payment used in normal banking practice).

In all instances, the Client's account will only be credited under the condition, even if not expressly mentioned, that the transferred assets actually enter the Bank's account, i.e. any such credit is made under the condition of actual and unconditional receipt of these assets by the Bank. The Bank may cancel any transaction that may have been booked for which the completion has become uncertain.

All funds emanating from uncleared instruments will only be available upon the final clearing of said instruments, and actual and unconditional receipt of the funds. Statements of account are always issued subject to error or omission of calculation or entry, and under the usual reserves.

Existing law, or some international payment systems, require the identification of the originator who places the order and of its beneficiary. The Bank draws the attention of the Client to the fact that, in case of transfer of money, precious metals or financial instruments, it may have to disclose some of the personal data of the originator or the beneficiary (such as, for instance, name, account number, domicile, transaction reference and/or any other identifying element). The processing of those transfers may be operated through centres located in other countries, such as SWIFT (Society for Worldwide Interbank Financial Telecommunication), according to their local legislation. As a result, foreign authorities can request access to personal data held in such operating centres, for instance for the purposes of fighting terrorism. The Client hereby expressly instructs the Bank to disclose such data, also, and in particular, where the Client instructs the Bank to make a transfer from the Client's numbered account/special designation account (see clause 3.4.4 hereafter). The Client shall not hold the Bank responsible for any damages that may result from the disclosure by the Bank of his/her personal data in such circumstances.

Depending on the circumstances, the Bank may also be brought to ask the Client to provide identification particulars of the beneficiary of such transfers.

### **3.2.8 Transactions**

**3.2.8.1** The Client expressly authorises the Bank and its correspondents to act as a depository, or to have third parties act as professional depositories, with respect to the financial instruments and precious metals or other valuable items, in the form of an open or collective deposit, thus granting to the Client a right over part of the financial instruments, precious metals or other valuable items collectively deposited, without prejudice to the laws and customs of the place of deposit. The custody of the assets takes place on behalf of the Client, who bears all risks related thereto.

**3.2.8.2** The Bank reserves the right to specify minimum amounts in the activity on its Client's account in respect of initial deposits, turnover or balance, etc.

If the Bank, while fulfilling the orders of the Client, uses the facilities of third parties, the Client shall be bound by the agreements, and general and special conditions applicable, between the Bank and such third parties, as well as by the conditions binding those third parties e.g. when operating on foreign regulated markets or MTFs (Multilateral Trading Facilities). Transactions may be carried out only via an account opened by the Client with the Bank, which shall maintain the neces-

sary cover, either in cash, financial instruments or in precious metals.

Accounts may be opened with the Bank in any currency acceptable to the Bank. Foreign currency accounts shall be subject at all times to the current foreign exchange regulations in force. The Bank is entitled to credit the account with any amount received by the Bank for the Client's account.

All amounts of deposits, savings accounts and other obligations of the Bank shall be payable only at its offices in Singapore. The Bank may, at its absolute discretion, agree to make such payments elsewhere. Payment in any currency shall be made by the Bank, either by transfer to an account indicated by the Client, or by cheque drawn on a bank established in the country of the payment currency. The Bank is under no obligation to make payments in foreign bank notes.

The Bank reserves the right to determine the manner in which transactions shall be settled. Transactions executed on a net basis shall be based on prevailing market prices, taking into account duties, taxes, brokerages, expenses and other charges.

The Bank shall only be required to credit the account of the Client (with the relevant value dates) once it has effectively received the funds or financial instruments resulting from transactions. The transfers and deposits in favour of the Client via a bank account with a correspondent of the Bank, a sub-custodian or a clearing system, shall be acquired definitively by the Client only from the moment in which the funds have actually been credited to the account of the Bank with the correspondent. The prior receipt by the Client of a note of transfer, or a credit advice by account statement, shall not affect the actual value date of the transfer as established by this paragraph, even if such note or account statement bears no special qualifications.

For certain types of transactions, relating i.a. to the cashing-in of cheques, amounts credited to the account before payment clearance may subsequently be debited from the account by the Bank if payment is not ultimately effected. The Bank may block such amounts in the account until final clearance.

Credit items denominated in currencies other than the ones in which the Client's accounts are held may, at the discretion of the Bank, be credited, in the absence of written instructions to the contrary from the Client, in the currency of an already existing account. Such items are credited to the account at the prevailing rate, when the amount to be credited has been ultimately received by the Bank.

Except otherwise instructed by the Client in writing, any funds received on behalf of the Client in a currency other than those handled by the Bank, may be converted, at the Bank's discretion, into the currency of any existing account and on the basis of the exchange rate prevailing on the date of the effective receipt of the funds by the Bank.

**3.2.8.3** If the Bank charges third parties with the execution of a transaction, the Bank must exercise due care, skill and diligence in making its selection of such third parties. The Bank shall only be liable for damages caused by such third parties if it has been grossly negligent in the selection and direction of those parties.

The assets held in currencies or in financial instruments on behalf of the Client of the Bank, are generally held in the Bank's

name in a correspondent's book established in the country of origin of the relevant currency, by a sub-custodian or in a clearing system for financial instruments transactions.

These assets may be subject to taxes, duties, restrictions and other measures applied by the authorities of the country of the currency, or of the sub-custodian's residence, or of the clearing system; the Bank bears no responsibility, nor makes any commitment towards the Client, resulting from the above-mentioned measures or any other measures beyond the control of the Bank.

The Client shall bear, in proportion to his/her share in the assets of the Bank with any such correspondent, sub-custodian or clearing institution, all consequences of an economic, judicial or other nature that may affect the assets of the Bank with such correspondents, sub-custodians, clearing institutions or in the country where the assets are invested, and which prejudice the position of the Bank's correspondent, sub-custodian or clearing institution. Such consequences may i.a. result from measures taken by the authorities of the country of such correspondent, sub-custodian or clearing institution, or by third countries, as well as from bankruptcy, liquidation, force majeure, riots, war or other events beyond the control of the Bank.

Clients who hold credit balances in any currency, share, in proportion to and up to the amount of these balances, all financial and/or legal disadvantages and losses that might affect the Bank's total balances in the respective currency, as direct or indirect consequences of any of the events mentioned above.

**3.2.8.4** On certain markets, the Bank may be obliged, under local legal or regulatory provisions, to reveal, in certain circumstances, the identity of the Client. The Client herewith instructs and empowers the Bank to supply the relevant persons with the data required to allow the Bank to comply with the local rules of the market on which the Bank has acted on behalf of the Client.

### **3.2.9 Fees, commissions, duties**

**3.2.9.1** The Bank shall invoice its services to the Client in accordance with the practices of the banking system and the nature of the transactions involved. The Client shall pay to the Bank all interest, fees, charges and other amounts that may be due, as well as all charges incurred by the Bank for the account of the Client, or his/her representatives, by opening, operating and closing the account.

In particular, the Client shall bear the costs for the dispatch of mail, telecommunication and other charges incurred by the Bank in any legal and administrative actions against the Client.

The Client should be aware that, in connection with transactions in financial instruments, investment services or ancillary services, taxes may be payable by the Bank in addition to fees, charges, commissions, etc. Depending on the applicable domestic or foreign tax regulations to which the assets held with the Bank may be subject, dividend, interest or similar payments, as well as sales proceeds and profits, may be subject to (withholding) taxes that will be paid to the relevant tax authorities. Such payments will reduce the amounts payable to the Client.

Furthermore, the Client should also be aware that other costs (including taxes) relating to transactions in financial instruments, investment services or ancillary services, may arise for the Client, which are not paid via the Bank or imposed by it. In

particular, depending on the Client's personal tax status, the Client may be liable for taxes on assets held with the Bank, and on income and sales proceeds derived from those assets. For further information, the Client should consult a professional tax advisor of his/her choice.

The relevant Charges and Commissions list of the Bank, as applicable from time to time, are at the permanent disposal of the Client at the Bank. The Client shall enquire of the Bank concerning the fees applicable to a proposed transaction. By entering into transactions with the Bank, the Client shall be deemed to have accepted the relevant Charges and Commissions of the Bank, unless expressly agreed otherwise.

The Client authorises the Bank to debit any amount so due from his/her account.

**3.2.9.2** Fees, interest and charges remain due, even if their payment is requested only after the closure of the account.

**3.2.9.3** The Bank's Charges and Commissions list and any changes thereto shall be provided to the Customer in accordance with Clause 3.2.4.2 of these Terms and Conditions.

The relevant Charges and Commissions of the Bank will be amended accordingly and will be held permanently at the disposal of the Client as mentioned above and can also be consulted on the Bank's internet website. Should the Client refuse to accept the modified Charges and Commissions, he/she will have the right to terminate his/her account relationship with the Bank with immediate effect.

**3.2.9.4** The Client shall pay, and the Bank may charge to the Client's account, all direct outlays of any nature arising from the relationship with the Client (such as, without limitation, taxes, duties, charges, insurance premiums, telephone, telefax, telegram charges, postage, legal charges with respect to pledges, registrations, etc., costs for legal assistance, overdraft interest, commissions, etc.) and paid by the Bank, or for which the Bank is or may be held liable, whether now existing or imposed in the future by Singapore or foreign authorities. The Bank is authorised to debit any amount so due from the Client's account irrespective of the settlement date of the original transactions.

The Client shall also pay to the Bank the custodial fees, brokerage fees and other charges in relation to the custody of the assets of the Client and to the execution of orders by the Bank, its correspondents or other natural or legal persons on behalf of the Client.

**3.2.9.5** The Bank is permitted to give, or receive, the following inducements when providing an investment or ancillary service to the Client:

- a fee, commission or non-monetary benefit paid or provided to, or by, the Client or a person on behalf of the Client;
- proper fees which enable, or are necessary for, the provision

of investment services, such as custody costs, settlement and exchange fees, regulatory levies or legal fees, and which, by their nature, cannot give rise to conflicts with the Bank's duties to act honestly, fairly and professionally in accordance with the best interests of its Clients.

The Bank is also permitted, when providing an investment or ancillary service to the Client, to receive a fee, commission or non-monetary benefit paid or provided to, or by, a third party

or a person acting on behalf of a third party, where the following conditions are satisfied:

- the existence, nature and amount of the fee, commission or benefit, or, where the amount cannot be ascertained, the method of calculating that amount, must be clearly disclosed to the Client, in a manner that is comprehensive, accurate and understandable, prior to the provision of the relevant investment or ancillary service;
- the payment of the fee or commission, or the provision of the non-monetary benefit, must be designed to enhance the quality of the relevant service to the Client and not impair compliance with the Bank's duty to act in the best interests of the Client.

Where disclosure is required, the Bank shall inform the Client of the essential terms of the arrangements relating to the fee, commission or non-monetary benefit in summary form. Upon the Client's request, the Bank shall disclose further details.

### **3.2.10 Interest**

Unless otherwise agreed, or otherwise set out in the applicable Charges and Commissions, debit interest at the day-to-day Interbank offered rate in the relevant currency plus six percent and, as the case may be, commission and costs, shall be charged automatically, without prior notice, to any debit balance in the account, without prejudice to the cost that may arise in connection with the closure of the account or additional claims for damages suffered by the Bank.

In the absence of such rate, the interest rate will be set by the Bank in accordance with its refinancing interest rate plus a margin of six percent.

This provision may not be interpreted as authorising the Client to have any debit balances on his/her accounts. Interest charged on current account debit balances is capitalised monthly, unless otherwise agreed with the Bank.

Interest charged on overdrawn accounts is debited to the current account of the Client and is immediately due and payable, without prejudice to any fees, duties, withholding taxes and other expenses.

Deposits available at sight in whatever currency shall not, unless otherwise agreed, bear interest.

### **3.2.11 Account management and advisory services**

**3.2.11.1** The Bank does not assume any duties regarding the management of the Client's assets and/or liabilities unless the Client has entered into a discretionary portfolio management agreement, or into any similar agreement empowering the Bank to manage all, or part, of the Client's assets and/or liabilities. In particular, the Bank does not undertake to inform the Client of: any potential losses owing to changes in market conditions; the value of the assets and/or liabilities booked with the Bank; any circumstances that might prejudice or otherwise impair the value of those assets and/or liabilities.

**3.2.11.2** The Bank may from time to time make general or specific information available to the Client with regard to the financial markets, individual investments or other financial issues. This information is issued for the use of the Client only and may not be distributed to the public. To the extent that any asset allocation recommendation and investment advice are based on information which emanates from sources other than the Bank, the Bank has deemed such sources to be reliable, although it cannot guarantee the accuracy, adequacy or completeness of such external information.

Any opinions and projections are: (a) given in good faith; (b) subject to change without notice; and (c) possibly only relevant at the stated date of issue. The Client shall personally verify the accuracy of information provided by the Bank. Such information is given for information purposes only. The Bank is entitled to provide identical information to any of its other clients. The Bank shall not be held liable in any way for the Client's use of this information.

**3.2.11.3** If at the request of the Client, the Bank provides personal financial advice such as asset allocation recommendation or investment advice to the Client, it is expressly agreed that the Bank does not guarantee any precise result and that it has no contractual obligation to achieve a certain performance. Any asset allocation recommendation and investment advice are based on the Bank's expectations of the future development in the financial markets. These expectations may not be realised and the Bank does neither guarantee any yield nor capital preservation.

Any asset allocation recommendation and investment advice given by the Bank to the Client does not constitute an obligation for the Client to accept the asset allocation recommendation or any investment advice or enter in or execute any proposed transaction. The Client acknowledges that the acceptance of the asset allocation recommendation and investment advice is at his own discretion and is based on his own assessment. The Client always bears all the risks of losses in connection with any investment made. Except in case it should be established that the Bank has acted with gross negligence, the Bank shall neither be liable for any misjudgements nor for any losses or losses of opportunity resulting of the Client's use of the financial advice.

In the event that the final investment decision made by the Client is not in accordance with the asset allocation recommendation and his investment and risk profile, the Client shall assume the full responsibility of such decision and bear all the risks of losses in connection with any investment made.

**3.2.11.4** When giving, or omitting, information within the framework of normal banking practice, the Bank shall not be liable to the information recipient except in the case of gross negligence on the part of the Bank.

### **3.2.12 Special events**

**3.2.12.1** The Bank shall not be liable for any prejudice arising from events of political or economic nature which interrupt, disorganise or disturb, totally or partially, the services of the Bank or any of its national or foreign correspondents or of any other third party used by it, even if these events are not acts of God, such as interruptions of its telecommunications or computer system, or other similar events. The Bank shall not be liable for any damages due to legal provisions, declared or imminent measures taken by the public authorities, war, revolution, civil commotion, acts of God, strikes, lockouts, boycotts and picketing, irrespective of the Bank being itself a party to the conflict, or of its functions being only partly affected thereby.

**3.2.12.2** The Client authorises the Bank to block the Client's accounts with the Bank, or to take such other measures as it may deem fit: upon extra-judicial opposition from third parties; if the Bank is informed, even unofficially, of any effective or alleged unlawful undertakings of the Client, a proxy holder of the Client or of the beneficial owner of the account; if there exists any thirdparty claims on the assets held by the Client with the Bank.

**3.2.12.3** The civil status of the Client, and in particular his/her family or marital relations, is of no relevance, per se, to the Bank.

In the case of a Client's death or incapacity, the persons authorised to represent the deceased or incapacitated Client's estate or assets and/or liabilities (in particular the executor of the will, the heirs or, as the case may be, the guardian), shall, except for joint accounts and if otherwise provided in the law, replace the Client in the relationship with the Bank. As long as the Bank is not formally notified in writing about the death or incapacity of the Client, the Bank may not be held liable if it carries out orders received from the agent of the deceased or incapacitated Client.

### **3.2.13 Outsourcing**

The Client acknowledges and agrees that the Bank may outsource activities in accordance with the applicable laws and regulations, in particular to the head office of the Bank in Luxembourg. The Bank ensures appropriate data protection. The Bank and its affiliates have guidelines and processes that prevent the transmission of confidential information of the Client to non-authorised third parties, except in the case the Bank and its affiliates are forced by legal or regulatory requirements to disclose such information. Data transmissions between the Bank and the affiliates will always be encrypted. The Client explicitly agrees to the above and consent to such procedure.

## **3.3 Single Current Account Agreement and Pledge**

### **3.3.1 Single Current Account Agreement – Set-off**

**3.3.1.1** All transactions between the Client and the Bank are based on a relationship of mutual trust. All accounts of the Client with the Bank (whatever their identification number), and all instructions given by the Client and executed by the Bank, cannot be considered separately, but are to be taken as part of one single account relationship. Consequently, a Client who enters into a relationship with the Bank automatically enters into a Single Current Account Agreement governed by the rules generally applicable to such agreements and by the following terms.

**3.3.1.2** The Single Current Account Agreement governs all accounts of the Client, whatever their nature, currency, interest or terms, even if they are segregated for bookkeeping reasons.

All credit or debit transactions between the Client and the Bank pass through the current account, where they become mere credit or debit items of the account and generate at any moment, and in particular at the closing of the account, a single net due credit or debit balance.

**3.3.1.3** If the Client has opened several accounts (e.g. accounts in foreign currencies, time deposits, credit accounts, custody accounts for financial instruments or precious metal deposits, metal accounts, etc.), such accounts shall only form portions of one Single Current Account, even if they bear different account numbers. Any foreign exchange balances may be converted into one of the existing currencies of the account at the rate prevailing on the day when the balance of the account is established.

The Bank may, at any time and without prior authorisation, offset assets against liabilities between the joint or collective account and the various accounts opened, or to be opened, with the name of any one of the joint or collective account

holders, whatever the nature or the currencies of such accounts. In such case, the joint or collective account, and the various accounts opened with the name of any one of the joint or collective account holders, will be considered as part of one Single Current Account.

Without prejudice to any legal remedies the Bank may have, based on other grounds or against joint debtors or guarantors, it may immediately debit the Single Current Account with any amount due under any other obligations of any nature that the Client has against the Bank, be they direct or indirect, present or future, actual or contingent. Upon closure of the account, all transactions of any description, including term operations, will become immediately due.

For the purpose of determining the net balance of the Single Current Account, financial instruments and precious metals shall be considered as cash, and shall be valued at the then prevailing market rate.

**3.3.1.4** Amounts due to the Client by the Bank, and those due to the Bank by the Client, are interrelated. Hence, the Bank is authorised to withhold performance of its own obligations if the Client does not fulfil any of his/her obligations.

**3.3.1.5** Should a Client not pay, or threaten to be in default of paying, a mature or maturing debt to the Bank, all debts of any nature, including term obligations that the Client has towards the Bank, will become immediately due. The Bank is entitled to offset, irrespective of the account to which they are booked, those debts, without formal notice and in the order of priority it considers most suitable, against the assets of the Client with the Bank, irrespective of the account in which such assets are held. In order to facilitate the set-off, assets other than cash deposits shall be converted into cash deposits at the market rate at the time of the set-off. If an asset is not listed on an exchange, the Bank shall be entitled to determine the value of the asset at its own discretion.

Debit balances can be cleared, without any formal notice or other formalities, by offsetting those debts against all assets and credit balances of debtors who, either directly or indirectly, are jointly and severally or indivisibly liable to the Bank.

To that effect, the Bank has an irrevocable proxy to execute, at any time, all transactions that are necessary to settle the debit balance of one account with the credit balance of another account.

**3.3.1.6** It is expressly agreed that all assets of the Client, and guarantees and collateral of any kind given to the Bank with regard to a particular transaction or to cover a debit balance of a sub-account, shall cover the debit balances of all other sub-accounts, as well as the debit balance, if any, of the Single Current Account. All sub-accounts of the Client shall individually bear debit or credit interest, as the case may be.

Unless otherwise agreed, all the debts of the Client towards the Bank shall be considered as immediately due, even if the Bank does not expressly request their repayment.

The remittal of a debt granted to a joint debtor of the Client will not discharge the latter's debt and other obligations towards the Bank.

### **3.3.2 General pledge**

In order to secure any and all current and future payment

obligations (whether conditional or subject to a term) of the Client vis-à-vis the Bank (whether in principal, interest, fees or costs resulting i.a. from overdrafts or any other liability), the Client herewith pledges in favour of the Bank all financial instruments and precious metals entrusted to it now and in the future, as well as all cash claims (e.g. term deposit, current account) that the Client may have now or in the future against the Bank, from time to time on the Client's accounts, in whatever currency.

The Client and the Bank agree that the financial instruments account(s) of the Client with the Bank shall constitute special pledged accounts for purposes of perfection of this pledge on fungible financial instruments.

The Client can freely dispose of his/her assets held with the Bank, up to an amount sufficient to cover the liabilities of the Client towards the Bank.

If the Client does not honour, by the due date, any payment obligation towards the Bank, the Bank shall be immediately authorised, without further notice, to appropriate or sell the financial instruments and/or precious metals, in accordance with applicable legal provisions, and to offset pledged claims against his/her claims towards the Bank in the order it deems suitable. The Bank is also authorised to offset its claims towards the Client against all assets held by the Client with the Bank, including financial instruments and/or precious metals, the value of which shall be determined pursuant to their fair value on the date of the set-off.

In case an attachment order or conservatory measure is initiated on one of the Client's accounts, it is specifically agreed that all debts of the Client shall be considered as immediately due and that the set-off against the Client's assets has occurred prior to such measure.

For offsetting purposes, the Bank is entitled to terminate a term deposit before its maturity, if required. The Bank is authorised, at any time, to make a conversion of the pledged assets into the currencies of the claims of the Bank for the purposes of the enforcement of the pledge.

In relation to cash amounts due to the Client by a third party, the Bank is also entitled to give instruction to said third party to transfer the amount indicated by the Bank, in order to enable the latter to offset such amount against the debts of the Client. The pledge shall continue to exist even if, after the enforcement of the pledge by the Bank, the account of the Client shows a credit balance again.

### **3.3.3 Relationship between assets and liabilities**

**3.3.3.1** The amounts owed by the Client to the Bank, whether now or in the future, shall at no time exceed the loanable value of the pledged assets. The loanable value of the pledged assets is determined according to a margin schedule updated from time to time by the Bank. The Client accepts to be bound by the margin schedule as applicable from time to time. The said schedule is available upon request at the premises of the Bank. The Client is invited to inquire regularly about the content of such schedule. The loanable values of the pledged assets are determined in the sole interest of the Bank, which may renounce it at its discretion.

**3.3.3.2** In the ordinary course of its business, the Bank has the right to require from the Client any additional collateral, whether in financial instruments, precious metals or cash, if the loanable value (as determined by the Bank) of the pledged

portfolio, deposits or other assets becomes lower than the amounts due. If it is not able to obtain such additional cover within the deadline given to the Client, or is unable to inform the Client beforehand, the Bank has the right, in the ordinary course of its business, to liquidate the position of the Client and, in this context, to enforce all or part of the pledge, immediately and without notice.

**3.3.3.3** In case of legal or administrative restrictions, the Bank may maintain the accounts of the Client in a currency other than the one originally agreed upon, without incurring any liability for losses that the Client may suffer as a consequence thereof.

### **3.3.4 Overdraft in current account**

**3.3.4.1** The Bank may, at its discretion, without being bound to do so and without further documentation, grant the Client, from time to time, an occasional temporary overdraft on current account.

Such amount, together with the other liabilities of the Client towards the Bank, may not at any time exceed the loanable value of the assets pledged by the Client in favour of the Bank.

**3.3.4.2** The Bank determines the interest rate in accordance with its General Terms and Conditions, as mentioned in the Charges and Commissions list of the Bank, as applicable from time to time, or in accordance with the specific terms agreed upon by the parties.

**3.3.4.3** In general, these overdrafts are granted by the Bank for a specific period. If no specific period has been agreed, the Bank may request repayment within five business days.

If the Client overdraws one of his/her accounts without approval, such overdraft shall be liable for the following charges without formal notice:

- Debit interest fixed by the Bank on the basis of the current market conditions and that may be adjusted in accordance with general trends affecting interest rates, or

- Overdraft interest fixed by the Bank on the basis of the current market conditions and that may be adjusted in accordance with general trends affecting interest rates and calculated pro rata temporis on the balance that exceeds the overdraft limit previously agreed.

This provision shall not be interpreted as authorising the Client to have an overdraft on any of his/her account.

Debit or Overdraft interest accruing on the account is capitalized and debited from the account on a quarterly basis.

## **3.4 Accounts**

### **3.4.1 General**

**3.4.1.1** The Bank may open various types of accounts for individuals or legal entities. The description and nature of such accounts, and the particular terms of their function, may be defined by the document relating to the opening of the account, and by special or particular conditions, if such exist.

To that effect, these General Terms and Conditions are to be considered as a master agreement between the Client and the Bank.

**3.4.1.2** In case of legal or administrative restrictions, the Bank may maintain the accounts of the Client in a currency other than the one originally agreed upon, without incurring any liability for losses that the Client may suffer as a consequence thereof.

#### **3.4.2 Joint account**

A joint account is defined as an account opened in the name of at least two holders. Each holder of a joint account may individually dispose of the assets in the joint account. In this respect, each joint holder may i.a. manage the assets in the joint account, create debit balances, conclude loans, guarantees and overdraft lines, pledge the assets, change mailing addresses, etc. Each joint account holder may terminate the joint account, in which case the Bank will advise the other joint holders or their heirs thereof.

In the case of death or incapacity of one of the joint holders, the surviving holders may continue to freely dispose of the assets in the joint account, unless formal opposition to the contrary from the parties authorised to represent the deceased or incapacitated Client's estate (in particular the executor of the will, the heirs or the guardian, as the case may be) has been received by the Bank.

In case the account is opened in the names of two joint account holders, one joint account holder may change the name and status of the joint account in case of death of the other joint account holder. All holders of the joint account shall jointly and severally be liable to the Bank for all obligations arising from the joint account, whether jointly or individually contracted by them.

All operations of any kind and all payments and settlements carried out by the Bank that are based on the single signature of one of the joint account holders, will discharge the Bank accordingly in respect of the other joint account holder(s) and the signatory himself/herself, as well as in respect of deceased or incapacitated joint account holder(s), and of the heirs and representatives, including minors, of any of the joint account holder(s), and of any third party.

The joint account agreement governs exclusively the business relations between the joint holders and the Bank, notwithstanding any internal agreement between co-holders concerning, in particular, rights of property between the joint holders and their legal heirs, assignees or successors.

The admission of an additional joint account holder is subject to the unanimous consent of all the other joint account holders. A power of attorney may only be granted to a third party by all the holders of the joint account, acting jointly. However, a power of attorney granted jointly by all the joint holders may be revoked upon instruction of only one of the joint holders.

If, for any reason whatsoever (which the Bank need not take into consideration), any one of the joint account holders, or a common attorney, prohibits the Bank in writing from executing the instructions of another joint account holder or another common attorney, the joint and several rights between the joint account holders towards the Bank shall immediately cease to have effect. Furthermore, in this case, the rights attached to the joint account may no longer be exercised individually, and the Bank shall only comply with the instructions given by all the joint account holders, their heirs, assignees or successors.

Funds received in favour of any of the joint account holders shall be credited to the joint account, unless a separate account exists in the exclusive name of the beneficiary concerned, and the Bank has received instructions to the contrary.

The Bank may, at any time and without prior authorisation, offset a debit balance of the joint account against a credit balance of any other account opened, or to be opened, with the Bank in the name of any of the joint holders, whatever the nature or the currencies of such accounts, and also against financial instruments and/or precious metals, the value of which shall be determined pursuant to their market value on the date of the set-off.

#### **3.4.3 Collective account**

The holders of a collective account shall only have the right to deal collectively in all matters concerning the said account. In particular, the account holders shall collectively give instructions to the Bank, dispose of funds, grant and revoke powers of attorney, or carry out any operations or transactions, all orders having to be signed by each account holder.

The collective account implies a joint and several liability among all collective holders. Each account holder shall be jointly and severally liable to the Bank with respect to all commitments and obligations resulting from this collective account, whether undertaken in the interest of all account holders, or of any one of them, or of third parties.

The Bank may, at any time and without prior authorisation, offset a debit balance of the collective account against a credit balance of any other account opened, or to be opened, with the Bank in the name of any one of the account holders, whatever the nature or the currencies of such accounts, and also against financial instruments and/or precious metals, the value of which shall be determined pursuant to their market value on the date of the set-off.

In the absence of instructions to the contrary, the Bank has the right, but not the obligation, to credit to the collective account the funds it receives on behalf of one of the holders.

In the case of death or incapacity of an account holder, the parties authorised to represent the deceased or incapacitated Client's estate (in particular the executor of the will, the heirs or the guardian, as the case may be) shall, except if otherwise provided in the law, automatically replace the deceased or incapacitated holder.

The heirs remain liable to the Bank for the commitments and obligations of the deceased holder existing at the time of death in their capacity as joint and several debtors.

### **3.5 Custody accounts**

#### **3.5.1 Miscellaneous**

At the Client's request, the Bank may accept to keep financial instruments (as defined below), precious metals and funds in custody.

Items offered for safeguarding may be refused by the Bank, without it having to give any reason. Sealed deposits must not contain any perishable, dangerous, prohibited or illegal goods. The Bank is entitled to verify the nature of the deposited objects at any time, and the Client is responsible for any damage caused by sealed deposits.

The Bank, as depository for assets, has no other principal or ancillary obligations other than those expressly set out herein. It is expressly agreed that the Bank has no obligation whatsoever to insure any deposited item, unless this has specifically been agreed upon in writing with the Client.

#### *Omnibus account and fungible assets*

All deposits will be kept in an omnibus account either through the Bank or through a third party depository, such as a correspondent, financial instruments depository, a clearing institution, a settlement system, a dematerialised book entry system or similar system, and shall be subject to the rules set up by such institutions or systems.

An omnibus account is, in simple terms, an account in which the account holder (i.e. the Bank) is not the same as the beneficial owner (i.e. the Client) and represents the aggregated assets of multiple beneficial owners, typically on a non-disclosed basis. Assets held in an omnibus account shall be allocated by the Bank in proportion to the entitlement of each Client. The holdings in an omnibus account with a third-party depository shall be reconciled by the Bank against the individual position held by the Client, as often as is necessary to ensure safeguarding of the assets of the Client.

Unless otherwise expressly agreed in writing or required by law, all financial instruments are deemed to be fungible. The financial instruments or precious metals returned to the Client shall be of the same kind and the same value, but not necessarily corresponding to the numbers of those financial instruments or precious metals originally handed over to the Bank.

These assets may be subject to taxes, duties, restrictions and other measures ruled upon by the authorities of the country of the currency or of the third party's residence. The Bank bears no responsibility, nor makes any commitment towards the Client, for any consequences resulting from the above-mentioned instances or from any other instances beyond the control of the Bank.

#### *Sub-custody*

The Bank generally keeps assets in sub-custody with a professional custodian of financial instruments or a clearing institution (hereinafter referred to as "Sub-custodian") provided that it shall exercise all due skill, care and diligence in the selection, appointment and periodic review of the Sub-custodian and of the arrangements for the holding and safekeeping of those financial instruments. The Bank shall however not be liable in respect of the selection and direction of such third party except in the case of gross negligence on the part of the Bank.

Assets of the Client that are deposited with the Sub-custodian will be held in the Bank's own name and at the Bank's disposal, but for the account and at the risk of the Client. The Sub-custodian may have a privilege, or other similar right of compensation, concerning the assets deposited, for any claim arising out of the services provided by the Sub-custodian.

The main Sub-custodians of the Bank, where the financial instruments of the Client may be held, are listed in clause 3.14.6.

The sub-custody agreements are generally governed by the laws of the country of establishment of the Sub-custodian. Accordingly, the assets held with a Sub-custodian shall be subject to the laws, rules and regulations which are, or may be, adopted in the country where the Sub-custodian is located, or where these assets are in circulation and, if required, in any

other country. The rights of the Client relating to those financial instruments may differ accordingly.

#### *Segregation*

Assets (including financial instruments) booked to the account of the Client with the Bank are recorded on the Bank's books so as to be separately identifiable from the assets belonging to the Bank and from those belonging to other Clients of the Bank.

The Bank shall maintain separate accounts with the Sub-custodian – one account for financial instruments belonging to all its Clients and another account for financial instruments belonging to the Bank. The Sub-custodian will identify in its books that the financial instruments credited to the account of the Bank belong to the Clients of the Bank.

The Bank shall not deposit assets belonging to the Client with a Sub-custodian located outside Singapore, unless the nature of the assets, or the investment services connected with those assets, requires them to be deposited with such Sub-custodian, or, where the Client requests the Bank in writing to deposit them with such Sub-custodian. The Client hereby consents to the deposit of assets belonging to the Client with any Sub-custodian located outside Singapore.

In the event of the insolvency of the Bank, assets held by the Clients with the Bank are safeguarded under existing law and do not form part of the estate of the Bank. Insolvency proceedings may, however, delay the restitution of the assets to the Client.

In the event of the insolvency of a Sub-custodian, assets kept in sub-custody with such Sub-custodian are, under the laws of many countries, also generally safeguarded, subject to the abovementioned delays and the risk that the available quantity of specific assets may be insufficient.

In certain countries, some, or all, Sub-custodians may have a security interest or lien, or a right of set-off, in relation to the assets kept in sub-custody with them, or their general terms of custody may provide for loss-sharing in case of default of their own Subcustodian.

This may result in situations where the Bank is unable to obtain the restitution of a quantity of assets sufficient to satisfy the rights of its Clients. In such a case, or in case the Bank, for any other reason, obtains only the restitution of a quantity of specific assets insufficient to satisfy the rights of all the Clients having deposited such specific assets with it, such Clients shall bear the loss in proportion to their deposits in such assets. The Clients cannot exercise their rights in relation to such assets against the Sub-custodian directly.

The Bank shall have no other obligation than to exercise its right of restitution on behalf and at the risk of the Client.

The Client is responsible towards the Bank for any damage resulting from a lack of authenticity, or any visible or hidden defects (such as lost or stolen financial instruments) in the financial instruments or precious metals he/she has deposited. Hence, in case the account of the Bank with the correspondent is debited due to the fact that the financial instruments or precious metals remitted by the Client are not of good delivery, the Bank may debit those financial instruments, precious metals or assets with a market value equal to that of those financial instruments or precious metals from the Client's accounts, and

the Client commits to hold the Bank harmless of any damages that the Bank may have suffered as a consequence thereof.

### 3.5.2 Financial instruments

Financial instruments are defined as follows:

- a. transferable securities;
- b. money-market instruments;
- c. units in collective investment undertakings;
- d. options, futures, swaps, forward rate agreements and any other derivative contracts relating to securities, currencies, interest rates or yields, or other derivatives instruments, financial indices or financial measures which may be settled physically or in cash;
- e. options, futures, swaps, forward rate agreements and any other derivative contracts relating to commodities that must be settled in cash or may be settled in cash at the option of one of the parties (other than by reason of a default or other termination event);
- f. options, futures, swaps, and any other derivative contract relating to commodities that can be physically settled, provided that they are traded on a regulated market and/or an MTF (Multilateral Trading Facility);
- g. options, futures, swaps, forwards and any other derivative contracts relating to commodities that can be physically settled and not otherwise mentioned in f. hereinabove nor being for commercial purposes, which have the characteristics of other derivative financial instruments, having regard to whether, i.a., they are cleared and settled through recognised clearing houses or are subject to regular margin calls;
- h. derivative instruments for the transfer of credit risk;
- i. financial contracts for differences;
- j. options, futures, swaps, forward rate agreements and any other derivative contracts relating to climatic variables, freight rates, emission allowances, or inflation rates or other official economic statistics, that must be settled in cash or may be settled in cash at the option of one of the parties (otherwise than by reason of a default or other termination event), as well as any other derivative contracts relating to assets, rights, obligations, indices and measures not otherwise mentioned in this clause, which have the characteristics of other derivative financial instruments, having regard to whether, i.a., they are traded on a regulated market or an MTF, are cleared and settled through recognised clearing houses or are subject to regular margin calls.

In accordance with the Bank's General Terms and Conditions, the assets of the Client are pledged in favour of the Bank, and the Bank may offset its claims against the assets of the Client.

### 3.5.3 Funds

All funds, in whatever currency, deposited with the Bank, become part of the estate of the Bank. In the event of insolvency of the Bank, the Client may lose all or part of his/her deposited funds as, contrary to financial instruments, deposited funds are included in the insolvency estate.

### 3.5.4 Use of Clients' financial instruments

Should the Bank wish to enter into financial instruments financing or lending transactions in relation to financial instruments held by it on behalf of the Client, or otherwise use such financial instruments for its own account or for the account of another client, the Bank shall inform the Client in good time before the use of those instruments, request the Client's consent thereto and provide the Client with information about the obligations and responsibilities of the Bank with respect to the use of those financial instruments, including the terms for their

restitution, and about the risks involved.

### 3.5.5 Corporate Actions

Without the express order of the Client, and without assuming any responsibility, the Bank will, but is not obliged to, collect interest, dividends, and coupons due, as well as redeemed financial instruments. For such purpose, the Bank may rely on the publications made available to it.

The Bank will not forward information, proxies or notices for shareholders' meetings, nor exercise any voting rights, unless required by law, or unless expressly instructed to do so by the Client, provided that the Bank is able to deliver such service and the Client agrees to bear the relevant cost.

Unless otherwise agreed, it shall be incumbent upon the Client to take all other appropriate measures to safeguard the rights attaching to deposited financial instruments and precious metals, and in particular to give instructions to the Bank to exercise or sell subscription rights, or to exercise any option rights.

The Bank shall be under no obligation to inform the Client of any such rights with respect to financial instruments/precious metals held by it in safe custody for the Client.

If a payment is due for a financial instrument prior to its delivery or on partially paid financial instruments, the Bank shall be authorised, unless instructed to the contrary, to debit the relevant amount from the account of the Client. In the absence of instructions from the Client, the Bank shall be authorised, but not bound, to act according to what it considers to be the best interests of the Client, without the Client being entitled to hold the Bank liable for any misjudgement, except in the case of gross negligence on the part of the Bank.

When the Client has delivered to the Bank physical financial instruments or precious metals represented by certificates, registered or bearer, with the request to arrange that such financial instruments be dematerialised and booked on the Client's account, the Bank shall not be liable for delays in the dematerialisation procedure caused by restrictions or other special conditions attached to such financial instruments, by any regulations applicable in the country where the financial instruments are to be dematerialised, or by any correspondent or agent used by the Bank for this purpose. Moreover, the Bank shall not be held responsible for the impossibility of selling the financial instruments or providing corporate action services, such as exercising any rights (for example, voting rights), or receiving dividends attached to the financial instruments during the dematerialisation process. The Bank shall not be made liable for the loss in value of assets during the dematerialisation process.

The Bank is not obliged to undertake to represent the Client in judicial or arbitration proceedings, or in any other kind of litigation or alternative dispute resolution schemes in Singapore or any other jurisdiction, in particular with respect to actions, such as class actions, for damages concerning the assets of the Client. If, by way of exception, the Bank agrees to represent the Client in such proceedings, the latter commits to hold the Bank harmless of any damages that the Bank could suffer as a consequence thereto.

### 3.5.6 Tax services

In its capacity as custodian, the Bank does not generally offer individual tax reclaim services to the Client, nor does it make

individual withholding tax credit filings for the Client under relevant double taxation treaties. However, if the Bank agrees to make such filings, they will be made in the name and at the cost of the Client.

Where possible, the Bank may, but is not obliged to, at the Client's risk and for the Client's account, request application of lower withholding tax rates or, where relevant, no withholding tax, provided the Bank is in possession of the required documents (such as a disclosure mandate or a tax registration/residence certificate).

If requested by the Client, the Bank may, but is not obliged to, make tax reporting filings to tax authorities at the Client's risk and for the Client's account. In such case, the Client hereby expressly instructs the Bank to report to the relevant tax authorities any information about the Client's identity and tax status, his/her holdings and, in general, any amount and information which the Bank deems fit and necessary in order to execute the Client's request.

The Bank will withhold tax at source, according to its obligations as paying agent under the applicable laws, unless the Client has the possibility and expressly instructs the Bank to automatically exchange information with the relevant tax authorities, or provides an exemption certificate and fulfils all requirements related thereto.

When calculating and/or withholding any tax amount, or when making and/or filing any tax report with a tax authority, the Bank may rely on any (third-party) information available to it.

The Client undertakes to inform the Bank forthwith of any change in his/her tax status (e.g. change of country of residence) and shall provide any information or documents as requested by the Bank in connection herewith.

The Bank may require that, in the case of joint or collective accounts, all account holders opt for an identical tax treatment of their account.

Except in the case of gross negligence on the part of the Bank, the Bank shall not be liable for any losses or damages suffered by the Client due to:

- the Client's option for an automatic exchange of information or exemption certificate;
- any financial instrument, product or income classification, calculation or filing error;
- incorrect or non-application of lower withholding tax rates;
- incorrect tax reports;
- an incorrect application of withholding tax;
- an incorrect filing of tax reporting or exchange of information.

The Client undertakes, during and after termination of the account relationship with the Bank, to reimburse to the Bank any amount received in excess of his/her entitlement under the relevant tax treaties or applicable tax laws and regulations. The Bank is authorised to debit such amount to the Client's account without prior notice.

### **3.5.7 Withdrawals, fees and charges**

**3.5.7.1** Reasonable advance notice must be given to the Bank for financial instruments or precious metals withdrawals. Withdrawals are subject to the provisions of clause 3.2.4.3 hereinabove.

Charges for safe custody are calculated and payable according to the Bank's Charges and Commissions, as applicable from time to time. Safe custody charges will not be reimbursed if financial instruments or precious metals are sold, transferred or otherwise disposed of.

The Bank will calculate, and is authorised to debit from the Client's account, its own charges, commissions and fees, as well as those of its correspondents and/or brokers according to prevailing rates.

### **3.5.8 Responsibility**

The Bank is not responsible for any imperfections relating to assets deposited with the Bank.

The Client must control the operations that need to be carried out in connection with the assets held in safe custody. The Bank's obligations are limited to the administration of the assets as defined herein.

In case the Client's assets are managed by a third-party manager, the Bank will act simply as the depository of the assets being managed and may not be held responsible either for the management instructions given by the third-party manager, or for the information communicated to the third-party manager in the context of such third-party management. The Bank is not obliged to verify the quality or the risk of the transactions, nor to forewarn or advise the Client regarding the investment decisions taken. Forfeiture and prejudice arising from the lack of exercise of rights and obligations of any nature concerning deposited assets, are entirely borne by the Client.

In case of the loss of assets for which the Bank may be held responsible, the Bank shall only be liable to replace the fungible assets with assets of the same kind or, if undeliverable, to refund the value of the assets as at the date of the request for delivery or sale.

The Bank shall only be liable for direct damages, and only in case of gross negligence on the part of the Bank. The Bank accepts no responsibility for indirect damages or consequential losses including, without limitation, lost profits.

The Client will indemnify the Bank and hold it harmless from any liabilities that may be imposed on, incurred by or asserted against the Bank with, or arising from, the Bank's performance hereunder, except in case of gross negligence on the part of the Bank.

## **3.6 Transactions in financial instruments**

### **3.6.1 Orders**

**3.6.1.1** All orders from the Client for the purchase and sale of financial instruments and equivalent assets, are carried out by the Bank as a commission agent contracting in its own name (special notification not being required), or as a trader for its own account. Instructions to purchase and sell currencies, as well as derivative products negotiated on OTC markets, are, in principle, carried out by the Bank as counterparty.

At the time of transmission of a stock market order, the Client's account must necessarily present sufficient cover, either in cash or in financial instruments. The Bank has the right to refuse the acceptance of stock market orders without having to provide any reason.

In the absence of cover or delivery, the Bank may execute or cancel orders at the exclusive risk of the Client. If, within 24 hours of execution, the cover or deliveries have not yet been fulfilled, the Bank may, at its discretion, liquidate the transactions at the sole risk of the Client. The Client shall indemnify the Bank for any damages resulting from such cancellation or liquidation.

As a commission agent, the Bank does not assume any guarantee obligation towards the Client regarding the due performance of its obligations by the counterparty to the transaction. The risk of default in particular shall be borne by the Client.

**3.6.1.2** When executing orders on behalf of the Client in relation to financial instruments, the Bank shall take all reasonable steps to achieve "best execution" of the orders. The Bank has in place an Execution Policy and procedures that are designed to obtain the best possible execution result, taking into account price, costs, speed, likelihood of execution and settlement, size, nature or any other consideration relevant to the execution of the order.

However, whenever the Client gives a specific instruction, the Bank shall execute the order following the specific instruction, as far as this is feasible. Should this appear not to be feasible, the Bank shall inform the Client, who may either withdraw the order, or choose to have the order executed in accordance with the Bank's Execution Policy and procedures. When executing the specific instruction of the Client, the Bank may be prevented from obtaining best execution of the Client's order.

The Bank does not have to verify the conditions (including disclosure requirements) applicable to transactions in all the markets in which the Client instructs the Bank to effect transactions; the Client undertakes to hold the Bank harmless for any damage that may arise therefrom.

In the absence of specific instructions, the Bank will choose the place and manner of execution of the orders. In particular, the Bank may decide to execute the orders of the Client outside a regulated market or a multilateral trading facility ("MTF").

All orders will be executed in accordance with the rules and practices of the regulated markets or the MTFs on which they are executed. The costs in connection with the execution of these orders shall be borne by the Client.

The Client shall receive the Execution Policy from the Bank for his/her prior consent. Such Execution Policy is likely to be modified and amended by the Bank over time, in which case the Bank will inform the Client thereof in the form set out in clause 3.14.4. Any order received from the Client after the Bank has informed the Client of an amendment of its Execution Policy shall be deemed to be a consent of the proposed amendment.

**3.6.1.3** With regard to the financial instruments held in the Client's account with the Bank, the Client undertakes to comply with any legal or regulatory obligations, e.g. declaring levels of participation in the capital stock of listed companies. Where applicable, the Client undertakes to release the Bank from any liability and indemnify it against all damages that might arise for the Bank as a result of any infringement by the Client of its legal obligations. In certain jurisdictions, provisions applicable to transactions involving financial instruments, and similar rights, may require the disclosure of the identity and the holding of (in)direct holders or beneficial owners of the

instruments. Non-compliance with disclosure requests may lead to the blocking of the financial instruments (i.e. voting rights may not be exercised, dividends or other rights may not be received, and the financial instruments cannot be sold or disposed of in any other manner). The Client expressly instructs the Bank to disclose, at its own discretion, without delay and without reverting to the Client, the Client's and/or beneficial owner's identity and holding of financial instruments and similar rights, if the national or foreign provisions require disclosure of the identity and the holding of the Client and/or beneficial owner who holds or owns the instruments. The Bank shall not be liable for any damages suffered by the Client that may result from the disclosure of his/her identity and holdings.

**3.6.1.4** At its discretion, the Bank may:

- refuse to execute sales orders before the financial instruments are received;
- refuse to execute orders on credit, term or premium transactions;
- execute purchase orders only up to the available balance in the Client's account;
- repurchase, at the expense of the Client;
- sell financial instruments that were defective or not delivered in time;
- debit the account of the Client with financial instruments equivalent to the financial instruments (or an amount equivalent to the value of the financial instruments if they are no longer held in the account) which the Client has initially physically remitted to the Bank, and which thereafter are subject to a stop order; in any case, if the financial instruments are physically delivered, they will be unavailable for any transaction (sale, transfer, etc.) until the Bank has verified that the financial instruments delivered are not subject to any attachment, or do not have some other defect, regardless of any subsequent change in the price of these financial instruments during this time;
- consider as a new order, any instructions that are not specified as a confirmation of, or change to, an existing order

The Client bears all legal and financial consequences arising from any remittance that is subject to an attachment, before or after such remittance.

The Bank retains the right to replace, at the Client's expense, financial instruments put up for sale that have not been delivered in due time or that are not good for delivery.

**3.6.1.5** The Client understands and agrees that:

- the Bank may purchase or sell financial instruments, for other Clients or itself, of the same kind as for the Client and at the same time, and that the Bank is authorised to deal with itself, or with related companies, in purchasing or selling financial instruments for the account of the Client;
- financial instruments may be purchased or sold for the Client's account that may be issued by companies maintaining a banking relationship with the Bank and its affiliates, or in which officers of the Bank, or its affiliates, may serve as directors;
- the Bank may purchase or sell for the Client's account, shares or units of investment funds or companies that are managed by the Bank or its affiliates;
- the Bank may, from time to time, purchase and sell financial instruments from and to any account maintained by any other Client with the Bank or related companies of the Bank.

**3.6.1.6** If the Client has remitted physical financial instruments with the Bank for purposes of registration in the book entry system of financial instruments, the Bank may debit from the account of the Client such financial instruments booked on the Client's account, if, in relation to such physical delivery, the Bank's account held with the clearing system or custodian is debited by the clearing system or custodian because the financial instruments are not of good delivery, or are subject to attachment, stop order or any other similar cause.

If the relevant financial instruments are, for any reason, no longer standing to the credit of the Client's account, the Bank may debit any account of the Client with an amount equal to the value of such financial instruments.

**3.6.1.7** Brokerage and other fees will apply to the execution of purchase and sale orders of financial instruments and options. In addition, the Bank will charge its fees in accordance with the Bank's Charges and Commissions, as applicable from time to time. Financial instruments and other assets entrusted to the Bank are deposited automatically into an account opened in the name of the Client and subject to normal custodial charges.

### **3.7 US persons**

The Client who is considered to be a US person by the Bank undertakes not to invest in US securities or transfer such securities to his/her account with the Bank, unless he/she files a disclosure mandate in favour of the Bank and a valid W-9 form, or other required form, which will be transferred by the Bank to the withholding agent or to the IRS, and which allows him/her to invest in and hold US securities with the Bank.

Upon request of the Bank, the Client shall sell any US securities held by the Client with the Bank within 30 days from the date of request of the Bank if:

- in the opinion of the Bank, the Client is to be considered a US person under US tax regulations, and the Client refuses to disclose his/her identity to the IRS in accordance with the procedures described by the Bank, or;
- non-US securities become US securities as the result of, for instance, mergers or acquisitions, and the Client is considered by the Bank to be a US person and refuses to disclose his/her identity to the US tax authorities (Internal Revenue Service) in accordance with the Bank's procedures.

The Client hereby irrevocably authorises the Bank to sell any US securities for the account and risk of the Client at any time if the Client refuses to file the necessary documents with the Bank, and/or to sell his/her US securities upon request of the Bank. Whenselling US securities, the Bank shall not be held responsible for any loss that the Client may suffer resulting from such sale. The Client hereby confirms being aware that the Bank must withhold backup withholding tax on the sales proceeds, or on any income deriving from his/her US securities, from the date on which the Bank considers the Client to be a US person. The Client undertakes to inform the Bank if his/her nationality will change, or has changed, or if his/her fiscal status will change, or has changed, for instance if the Client moves to a different country, or obtains a US Green Card, or obtains a different tax status due to the status of his/her employer. If the Client is a corporation, the change of nationality of the corporation, for instance, should be informed.

If the Client is a business entity, the Bank will have to determine whether the Client is to be considered a US person.

Should such business entity not be a US person, it may, under certain conditions, benefit from the US double taxation tax treaty, provided that the Bank has received a limitation of benefits certificate.

The Client undertakes to inform the Bank of any change of beneficial owner(s) if the Client is a company, trust or another legal person.

#### *Loans and Credit*

The Bank may grant loan for investment or any other type of loan to be agreed between the Client and the Bank and credit facilities to the Client, generally in the form of credit facilities on a current account or bank guarantee.

All loans and credit facilities shall be governed by special terms and conditions signed in the context of the subscription of that loan or the credit facility, without prejudice to the provisions of these Terms and Conditions.

If the loan or credit facilities are granted in the name of several natural persons and/or legal entities, the joint borrowers shall be jointly, severally and indivisibly liable for the payment of the debit balance. They may not claim the right of discussion or of division.

Stipulations as regards interest, charges and costs of the various types of loans and credit facilities shall be governed by special agreements entered into by the Client and the Bank and by these Terms and Conditions. The Bank reserves the right to change at any time its margin on the interest rate. The Client shall be informed of the new margin in accordance with clause 3.2.4.2 of these Terms and Conditions.

### **3.8 Fixed-term deposits**

At the Client's request, the Bank effects interest-bearing, fixed-term deposits in freely available and convertible currencies. Instructions received by the Bank concerning renewals of fixed-term deposits shall be carried out by the Bank at its prevailing interest rate for the relevant type of deposit at the time of renewal.

Instructions concerning renewals or termination of fixed deposits must be received by the Bank at least two clear business days prior to the maturity date of such deposits. In the absence of instructions, the Bank may, at its own discretion, decide to keep the deposit in the same currency as before, or convert it to whatever currency the Bank may feel more appropriate. The Bank can automatically renew deposits for a term of the same duration on the conditions prevailing at the time of renewal, or transfer them to the Client's current account. The Bank is entitled to refuse the premature termination of a time deposit, or, if it accepts such termination, to charge its refinancing cost, if any, and any additional charges or costs in connection with such termination.

### **3.9 Derivative transactions**

The Bank may, upon explicit request from the Client, execute derivative transactions on the Client's behalf and sole risk. Before effecting any such derivative transactions, or while effecting such transactions, the Bank may request the Client to sign, or to deliver, certain documents relating to such transactions. If the Client fails to sign or deliver any such document,

the Bank may refuse to enter into such transactions, or liquidate pending derivative transactions. The Client is aware that derivative transactions can bear significant risks of loss, and undertakes only to enter into transactions the mechanics and risks of which he/she is fully cognisant and which are reasonable in the light of his/her financial situation.

### **3.10 Cheques and other instruments of a similar nature, credit cards**

**3.10.1** The Bank does not issue cheque books in favour of its Clients. The Bank does, however, upon request, issue bank cheques, in favour of the Client or a third party designated by the Client, provided that the Client has sufficient cover on his/her account. The Bank shall debit the counter value of such cheque from the account of the Client on the date stated as issue date on the cheque.

The owner of cheques is exclusively liable for their use. He/she shall be liable for any damages resulting from their loss, theft, or abusive or fraudulent use.

**3.10.2** The Client must give separate instructions to the Bank on each occasion if speedy means of execution are necessary for the collection of cheques. When such instructions have been given, the Bank shall be liable for negligent execution of such instructions; when no such instructions have been given, the Bank shall not be liable to the Client, in respect of the use of speedy means of execution, except in the case of gross negligence on the part of the Bank.

**3.10.3** In case the Bank handles cheques abroad, it shall not be liable to the Client except in the case of gross negligence on the part of the Bank.

**3.10.4** If cheques are presented for collection, and the Bank credits the counter value thereof before the proceeds have been collected, it shall do so on the understanding that the credit is conditional upon the proceeds being collected, even in cases where such instruments are payable at the Bank.

The Bank may thus debit from the Client's account, the cheques, or other instruments of similar nature credited, if they have not been paid, or if their proceeds are not freely available. Until a debit balance resulting therefrom is covered, the Bank retains, against all debtors or guarantors of the cheque or other instrument, the right to the payment in full of the amount of the cheque or of all other instruments of similar nature, including accessories, whether they be claims for currency conversion or other claims.

The Bank is authorised to exercise for its benefit such rights, pending the reimbursement of any debit balance, and has the right to protest unpaid cheques.

The Bank may also debit the Client's account if the cheques cannot be returned. In case the cheques are not returned, the Bank shall not be liable to the Client except in the case of gross negligence on the part of the Bank. The Bank will endeavour to collect the counter value of cheques debited but not returned, and will assign its rights to the remittee.

If the Bank is re-debited of the amount of the cheques in accordance with foreign legislation, or with an agreement between banks, regarding forged signatures or other provisions, the Bank is entitled to debit the Client's account. If the

Bank is informed of the issue of a cheque by the Client, it may block an amount equal to the amount for which the cheque has been issued, by debiting the Client's account until such cheque has been presented for payment. The Bank may also, at any time, undertake such an action if a stop order is made against the payment of a cheque, until the courts have rendered a final decision as to the merits of such stop order.

**3.10.5** The Bank shall not be held liable for failure to present cheques, or other instruments of similar nature, received as payment for collection before the expiry of the statutory time limit for presentation. The Bank is only liable for gross negligence for all damages arising from the issue, the use (even fraudulent), the loss or the forgery, of cheques and other instruments of a similar nature, and credit cards.

**3.10.6** The Bank may upon request of the Client issue a credit card. The issue of such credit card shall be subject to the Client accepting special terms and conditions for credit cards.

### **3.11 Precious metals**

**3.11.1** The Bank may execute all orders to purchase and sell precious metals, coins or medals approved by the Bank, in physical or certificated form, or by book entry.

**3.11.2** Such operations may only be carried out through an account opened by the Client with the Bank that contains the necessary cover.

**3.11.3** Precious metals, coins and medals deposited by the Client with the Bank, or acquired by the Bank on the Client's behalf, shall be lodged in a fungible deposit, unless otherwise agreed with the Client. The respective rights and obligations of the parties shall be governed by Singapore law.

**3.11.4** As far as possible, physical delivery of metals, coins and medals shall be made in Singapore, all expenses being borne by the Client. If the Client requires delivery to be made in another location, and such delivery is possible in the opinion of the Bank, it shall be at the Client's risk and expense. The Client shall notify the Bank at least five business days before the physical delivery. The procedure for delivery shall be laid down at its discretion by the Bank.

**3.11.5** Deposits of precious metals shall be recorded and evidenced by book entries into custody accounts opened in the name of the Client, and the Bank will issue a receipt in the name of the Client for the values on deposit. Assets that are endorsed by receipts or statements may be neither assigned nor pledged to third parties.

### **3.12 Conflicts of interest**

The Bank maintains a Conflicts of Interest Policy. The Bank's Conflicts of Interest Policy may be delivered to the client in written form or be made available for review by the Client on the Bank's website. For more details, please see 5. Conflicts of Interest Policy.

### **3.13 Termination of business relationship**

**3.13.1** The Bank and the Client may, at any time and without having to state any reason, unilaterally give notice of ter-

mination and put, with 15 days' notice from dispatch of the termination letter, an end, either totally or in part, to their relationship.

At the expiry of the relationship, the balance of each of the Client's accounts and deposits, including fixed-term deposits, will become immediately due and payable. Furthermore, the Client will release the Bank from all commitments and obligations undertaken on behalf of, or upon the instructions of, the Client. The Client may be obliged to provide the usual banking guarantees until the complete discharge of his/her debts.

The Bank may, however, terminate its relationship with the Client with immediate effect and without any further formalities, in which case all term obligations of the Client shall become immediately due, i.a. if: the Client is in breach of his/her contractual obligations or any duties owed to the Bank; the Bank is of the opinion that the financial position of the Client is threatened; the guarantees obtained are insufficient, or the guarantees requested have not been obtained; the Bank is of the opinion that, by continuing its relationship with the Client, it may be subject to a liability claim; the operations of the Client appear to be contrary to public policy, or the Client is subject to criminal investigation.

**3.13.2** If the Bank has to liquidate a term deposit, or any other term transaction, prior to the maturity date, the Bank will try to do so at the most favourable conditions, and the Client will not be able to hold the Bank liable for the loss of opportunity resulting from such closing transactions. Whenever possible, the Bank will keep the Client informed of such transactions.

Independent of a formal notice of termination of the relationship, the Bank may, at any moment, require the reimbursement of credits that it has granted and the realisation of cash collateral or any surety and other guarantees in favour of the Bank, or cancel credit lines whenever the Bank may reasonably assume that the financial situation of the Client, or a person or entity financially linked to or affiliated with him/her, may endanger the prompt and complete discharge of his/her obligations. The Bank may, at any time, request new, or supplementary, sureties or guarantees from the Client, to cover his/her obligations to the Bank. If the Client fails to comply with such request within the therein prescribed period, the Bank may terminate the business relationship with the Client with immediate effect. The Bank may cover short positions by making corresponding purchases.

**3.13.3** The Client must withdraw all of his/her assets with the Bank, or give the Bank appropriate transfer instructions with respect to such assets, within one month from the termination of the account relationship. The Bank may, at any time thereafter, sell all financial instruments, or other assets, and liquidate open positions held for the Client, and convert all cash positions into one single currency. The Bank shall be entitled to debit any taxes due in connection herewith to the Client's account. Funds not withdrawn within the statutory limitation period after the termination of the account relationship shall definitively and finally accrue to the Bank. During the statutory limitation period, the funds will be booked on a non-interest-bearing account.

**3.13.4** The General Terms and Conditions will continue to govern the winding-up of positions until the final liquidation of the account.

The usual contractual interest rate, commissions and fees, as set out in the relevant Charges and Commissions of the Bank, will be applicable to the transactions and to the debit balance of the Client's account, even after the termination of the relationship, until final settlement. Any commissions and fees paid to, or charged by, the Bank in advance shall not be reimbursed.

## **3.14 Miscellaneous**

### **3.14.1 Personal tax obligations**

The Client undertakes to keep himself/herself informed of the taxes applicable in relation to his/her account(s) with the Bank under the law of the countries of his/her citizenship, residence or domicile, and the Client shall be responsible for, and will endeavour to comply with, the tax regulations (and in particular with any reporting obligations) to which he/she is subject.

**3.14.2** The Client hereby declares that the assets deposited with the Bank belong to the Client and do not stem directly or indirectly from illegal activities, especially drug-related or other criminal transactions.

### **3.14.3 Prevailing version**

These General Terms and Conditions replace any previous version and any other similar document that may exist between the Bank and the Client that regulates the general business relationship between the Bank and the Client. Any reference in any document issued by the Bank and signed by the Client to any of a previous version of the General Terms and Conditions, or of a similar document, shall refer to the clause in these General Terms and Conditions regarding the same subject matter.

### **3.14.4 Amendments**

The Bank reserves the right at any time, for instance due to changes in the laws, regulations, market practices or market conditions, to amend and/or to add new provisions to the present General Terms and Conditions, and/or to the Bank's general information document "Doing Business with Nordea Bank S.A., Singapore Branch", which comprises, among other things, the Execution Policy of the Bank as well as any contract or specific conditions applicable to its products. Any such changes shall be brought to the Client's attention in accordance with clause 3.2.4.2 of these Terms and Conditions. Modification will be deemed to have been approved if no written objection is notified by the Client within 30 days. In case the Client wishes to object to such amendments and/or additions, or separate documents, the Client is entitled to terminate the account relationship with immediate effect.

It is understood that changes due to changes in laws or regulations shall be binding on the Client without any prior notification.

### **3.14.5 Governing law and jurisdiction**

The relationship between the Bank and its Client shall be governed by the laws of Singapore. The accounts of the Client are deemed to be held at the registered office of the Bank, and all transactions between the Bank and the Client are deemed to take place at the premises of the Bank in Singapore. The Client hereby agrees to the non-exclusive jurisdiction of the Singapore courts, unless the Bank chooses to bring an action against the Client before any other court having jurisdiction, including the court of the country where assets of the Client are located.

In case of litigation, the Client accepts that, for summary proceedings, and for the enforcement of a surety, service of process be made to his/her attention at the registered office of the Bank where he/she elects domicile for that purpose.

Without prejudice to clause 3.2.5.1, legal actions by the Client against the Bank must be filed with the competent courts within three years from the date of the action, or omission, of the Bank giving rise to the claim of the Client. Any action brought after the expiry of such three-year period shall be time barred.

#### **3.14.6 List of third-party custodians**

Pursuant to clause 3.5.1 of the General Terms and Conditions the main third-party custodians of Nordea Bank S.A., Singapore Branch, where financial instruments of Clients may be held, are:

- J.P. Morgan Bank Luxembourg S.A., Senningerberg,
- Grand Duchy of Luxembourg.
- Nordea Bank AB (publ), Stockholm, Sweden.
- Nordea Bank Danmark A/S, Copenhagen, Denmark.
- Nordea Bank Norge ASA, Oslo, Norway.
- Nordea Bank Finland Plc, Helsinki, Finland.
- Euroclear Bank S.A./N.V., Brussels, Belgium.
- UBS Limited, London, United Kingdom.
- Skandinaviska Enskilda Banken AB, Stockholm, Sweden.
- Swedbank AB, Stockholm, Sweden.