

**INVESTMENT PRODUCTS**  
**CONSOLIDATED TERMS**  
DBS CORPORATE ACCOUNT

**DBS Bank (Hong Kong) Limited**  
星展銀行(香港)有限公司

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## DBS Bank (Hong Kong) Limited

### 星展銀行(香港)有限公司

#### Introduction, definitions and interpretation

##### 1. General introduction

- (1) These Investment Products Consolidated Terms consist of the following sections:
  - Section A – General terms and conditions applicable to all types of Investment Account/Investment Product
  - Section B – Investment Fund Account
  - Section C – Securities Account
  - Section D – Structured Investment Product (SIP)
  - Section E – Currency Linked Investment (CLI)
  - Section F – Risk Disclosure Statements
- (2) Sections B to F will apply only if you choose or intend to use the relevant account or service or to make a relevant investment.
- (3) These Consolidated Terms and any relevant Application Form/Order Form shall apply to and be binding on you. They shall apply together with the terms and conditions and other requirements of DBS applicable for any new or additional products and service channels that you may use from time to time.
- (4) In respect of any Structured Investment Products that are specified to be authorized by the Securities and Futures Commission in the Offering Documents, such authorization does not imply official approval or recommendation.
- (5) DBS is incorporated in Hong Kong with limited liability. It is an authorized institution within the meaning of the Banking Ordinance (Chapter 155 of the laws of Hong Kong) and a registered institution (CE Number: AAL664) under the Securities and Futures Ordinance carrying on Type 1 (dealing in securities), Type 4 (advising on securities), Type 6 (advising on corporate finance) and Type 9 (asset management) regulated activities.
- (6) These Consolidated Terms should only be entered into by limited companies and not by any sole proprietorships or partnerships.
- (7) **You agree and confirm that you have read, understood and accepted in full the risk disclosure statements set out in Section F.**

##### 2. Definitions and interpretation

- (1) In these Consolidated Terms unless the context otherwise requires or permits:

"**Affiliate**" means, in relation to any person (i) any entity controlled, directly or indirectly, by that person, (ii) any entity that controls that person, directly or indirectly, or (iii) any entity, directly or indirectly, under common control of that person; and "control" of any entity or person means ownership of a majority of the voting power of the entity or person;

"**Application Form**" means any account opening form or application form signed by or for and on behalf of you in connection with the provision of one or more Investment Accounts and/or Investment Products, as may be amended, supplemented or varied from time to time;

"**Australian Dollars**" means the lawful currency of Australia;

"**Authorised Person(s)**" means the person(s) (together with specimen signatures) notified to DBS by you as being authorised by you to give Instructions, as accepted by DBS from time to time in such manner as DBS requires;

**"Bank Charges Schedule"** means DBS's schedule of fees, overdraft interest rates and any other charges DBS may set from time to time, which is available at any branch of DBS, through DBS's customer service hotline or on the website of DBS;

**"British Sterling"** means the lawful currency of the United Kingdom;

**"Business Day"** means, unless otherwise defined in the Offering Documents (if applicable):

- (a) in respect of any Securities, SIP and Currency Linked Investment, and in respect of any Investment Fund as far as any activities other than the subscription or application for dealing and/or trading of Units are concerned, a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong and for the purposes of payment by DBS, a day on which commercial banks are open for business (including dealings in foreign exchange and foreign currency deposits) in the principal financial center for the relevant currency in which payment is to be made (which, if the currency of the payment obligation is the Euro, shall be a day on which the Trans-European Automated Real-Time Gross Settlement Express Transfer System 2 (or any successor to such system) is open);
- (b) in respect of any Investment Fund as far as the subscription or application for, or the dealing and/or trading of Units is concerned, a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong and which is also a Dealing Day;
- (c) in respect of any other circumstances, a day (other than a Saturday or a Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Hong Kong, unless otherwise specified in the Offering Documents,

as determined in each case by DBS;

**"Canadian Dollars"** means the lawful currency of Canada;

**"CCASS"** means the Central Clearing and Settlement System and any replacement or successor organisation;

**"Chinese Renminbi"** or **"Renminbi"** means the lawful currency of the People's Republic of China;

**"Clearing House"** means, in relation to HKEx, The Hong Kong Securities Clearing Company Limited and, in relation to any other Exchange, the clearing house providing similar services to such Exchange;

**"Confirmation"** means a written confirmation or a contract note issued by DBS showing the final terms of a Transaction and confirming successful execution of an Order;

**"Consolidated Terms"** means the Investment Products Consolidated Terms (of which this section forms a part), as amended from time to time;

**"Conversion Rate"** means, in respect of a Currency Linked Investment, the exchange rate shown in the Confirmation at which DBS has the right to convert the Principal Amount and Interest Amount of the Currency Linked Investment from the Investment Currency to the Linked Currency on the Maturity Date;

**"Currency Disruption Event"** means, in respect of a SIP or a CLI:

- (a) any event which makes it impracticable, illegal or impossible for DBS to:
  - (i) convert through the customary legal channels one Relevant Currency into another Relevant Currency;
  - (ii) deliver through the customary legal channels any funds in the Relevant Currency ("**Affected Currency**") from accounts inside the jurisdiction of the Affected Currency to accounts outside the jurisdiction of the Affected Currency;

- (iii) deliver the Affected Currency between accounts inside the jurisdiction of the Affected Currency, or to a party that is a non-resident of the jurisdiction of the Affected Currency, due to the imposition of, or any change in, any applicable law or regulation of any Government Authority or otherwise; or
  - (iv) purchase, sell or otherwise deal (or to continue to do so) in the Relevant Currency or to enter into any option, forward or futures contract, swap or any other hedging arrangements to hedge its currency, price or other risks in order to perform its obligations under the Customer Agreement or any Investment Product under any restriction or limitation of any existing or future law or regulation of any Government Authority or otherwise; or
- (b) the currency exchange rate between one Relevant Currency and another Relevant Currency has been (or will be) split into dual or multiple rates or discontinued, or it has become impracticable, illegal or impossible for DBS (i) to determine (1) a currency exchange rate between one Relevant Currency and another Relevant Currency; or (2) the relevant interest rate; or (ii) to obtain a firm quote for any such rate for payment under the Customer Agreement or any Investment Product;

**"Currency Linked Investment"** means a currency linked investment of a type which DBS may, from time to time, make available in accordance with Section E;

**"Customer"** means the person or persons named in the Customer Agreement and/or the Application Form as the customer, and includes a company or corporation and, where the context permits, includes any Authorised Person(s);

**"Customer Agreement"** means the agreed terms and conditions pursuant to which any Transaction is entered into between you and DBS, consisting of your application form, these Consolidated Terms, any Instruction, Order Form, Offering Documents, Term Sheet, contract note, or Confirmation as may be applicable to each Transaction;

**"Day Count Fraction"** means, in respect of a SIP, as provided in the relevant Offering Documents and, in respect of a Currency Linked Investment, the actual number of days in the investment Tenor divided by (a) 365, if the Investment Currency is Hong Kong Dollars, British Sterling or Singapore Dollars; and (b) 360, if the Investment Currency is United States Dollars, Australian Dollars, New Zealand Dollars, Canadian Dollars, Euro, Japanese Yen, Swiss Franc or Renminbi, or calculated in such other manner as DBS may notify to you from time to time;

**"DBS"** means DBS Bank (Hong Kong) Limited, including its successors and assigns;

**"DBS Group"** includes DBS and its Affiliates together with any of their respective successors and assigns;

**"DBS Personnel"** means the directors, managers, officers, employees, agents, consultants and advisers of DBS from time to time;

**"Dealing Day"** means, in respect of each Scheme in or of an Investment Fund Account, a day on which dealings take place in the Units of that Scheme;

**"Dealing Procedures"** means, in respect of each Scheme, any procedures specified from time to time for subscription, switching, redemption and other disposal of Units and other incidental matters which may be different from the dealing procedures specified in the Offering Documents of that Scheme;

**"Debit Date"** means, in respect of an Investment Fund Account, such day as selected by you and agreed to by DBS on which the Monthly Contributions shall be debited from the Settlement Account;

**"Euro"** means the lawful currency of the member states of the European Union that adopt the single currency in accordance with the EC Treaty;

**"Event of Default"** has the meaning ascribed to it in Clause 24(2) of Section A;

**"Exchange"** means HKEx and/or any other stock exchange or exchange or quotation system on which DBS may conduct dealings on your behalf;

**"Exchange Fund"** means the exchange fund established under the Exchange Fund Ordinance (Chapter 66 of the laws of Hong Kong);

**"Exchange Rate"** means the rate for converting one currency into another currency which DBS determines to be prevailing in the relevant foreign exchange market at the relevant time, such determination to be conclusive and binding on you;

**"Final Redemption Amount"** means, in respect of a SIP, the amount specified in, or calculated in accordance with the provisions set out in, the Term Sheet and, in respect of a Currency Linked Investment, the Principal Amount and interest amount in respect of the Interest Period that are payable either in (a) the Investment Currency or (b) the Linked Currency, as set out in the Confirmation;

**"Fixing Date"** means, in respect of a SIP, the date on which DBS determines the relevant amounts, prices, values or rates as specified in the relevant Confirmation and, in respect of a Currency Linked Investment, the Maturity Date;

**"Fixing Rate"** means, in respect of a Currency Linked Investment, the spot rate in the inter-bank foreign exchange market (which may be determined by reference to a rate source) at or about the Fixing Time for which the Investment Currency may be exchanged for the Linked Currency, all determined by DBS in its sole and absolute discretion;

**"Fixing Time"** means, in respect of a Currency Linked Investment, approximately 11:00 a.m. Hong Kong time or such other time as may be provided in the Term Sheet and/or Confirmation, provided that with respect to any currency pair that has a different fixing time determined in accordance with market convention for such currency pair as determined by DBS in its sole and absolute discretion, the Fixing Time shall be determined by DBS in its sole and absolute discretion in accordance with such market convention;

**"Force Majeure"** means any act, law, rule, regulation, judgment, order, directive, decree, or material legislative or administrative interference of any Government Authority or otherwise, or the occurrence of civil war, war, disruption, military action, malicious damage, unrest, political insurrection, riot, strike, lock-outs, labour disputes, act of God, accident, natural disasters such as (but not limited to) fire, flood, storms or tsunamis, or any other financial or economic reason or any other cause or impediment beyond its control;

**"Fund Manager"** means, in respect of any Scheme, each person or entity responsible for managing and implementing the Scheme's investment strategy;

**"GEM"** means Growth Enterprise Market operated by HKEx;

**"Government Authority"** means any nation, state or government, any province or other political subdivision thereof, any body, agency, department or ministry, any taxing, monetary, foreign exchange or other authority, court, tribunal or other instrumentality and any other entity exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to government;

**"HKEx"** means The Stock Exchange of Hong Kong Limited and any replacement or successor exchange;

**"Hong Kong"** means the Hong Kong Special Administrative Region of the People's Republic of China;

**"Hong Kong Dollar"** means the lawful currency of Hong Kong;

**"Insolvency Official"** means a trustee, receiver, liquidator, conservator, administrator, custodian or other similar official;

**"Instruction"** means any communication, instruction, order, message, data, or information received by DBS from you and shall include any Remote Instruction;

**"Interest Amount"** means, in respect of a SIP, such amount (if any) specified in, or calculated in accordance with the provisions set out in, the relevant Offering Documents and, in respect of a Currency Linked Investment, such amount calculated in accordance with the provisions set out in Section E of these Consolidated Terms and as set out in the Confirmation;

**"Interest Payment Date"** means, in respect of a SIP, such date(s) (if any) as specified in, or determined in accordance with the provisions set out in, the relevant Offering Documents and, in respect of a Currency Linked Investment, the Maturity Date;

**"Interest Period"** means, in respect of a SIP, such period(s) (if any) as specified in, or determined in accordance with the provisions set out in, the relevant Offering Documents and in respect of a Currency Linked Investment, the period from (and including) the Investment Value Date to (but excluding) the Maturity Date;

**"Interest Rate"** means, in respect of a SIP, such rate (if any) as provided in the relevant Offering Documents; and in respect of a Currency Linked Investment, the rate per annum specified in the Confirmation;

**"Investment Account"** means any and all of the accounts opened or to be opened by DBS for you and maintained and operated in accordance with the Customer Agreement and including, without limitation, each Securities Account, Investment Fund Account and Settlement Account (and any successor or replacement account and any redesignation of such account from time to time). References to an Investment Account shall include any credit balance in respect of any such account;

**"Investment Currency"** means, in respect of a Currency Linked Investment, the original currency that you place as a Currency Linked Investment (as specified in the relevant Order Form and Confirmation);

**"Investment Fund"** means each unit trust or mutual fund, corporation or other collective investment scheme which may be offered by DBS pursuant to Section B;

**"Investment Fund Account"** means each investment fund account opened or to be opened by DBS for you and maintained and operated in accordance with Sections A and B;

**"Investment Fund Savings Plan"** (or the "Plan") means the investment fund savings plan that may be offered by DBS subject to these Consolidated Terms;

**"Investment Fund Service"** means the Services, to the extent they relate to any Investment Fund Account;

**"Investment Period"** means, in respect of a SIP, such period (if any) as provided in the relevant Offering Documents; and in respect of a Currency Linked Investment, the period from (and including) the Investment Value Date to (but excluding) the Maturity Date, as specified in the Confirmation;

**"Investment Product"** means any one or more of the following products which may be available to you under these Consolidated Terms: Investment Fund, Securities, Currency Linked Investment and any other Structured Investment Products offered by DBS in its sole and absolute discretion from time to time;

**"Investment Value Date"** means, in respect of a Currency Linked Investment or a SIP, the date specified as such in the Confirmation and/or Term Sheet;

**"Japanese Yen"** means the lawful currency of Japan;

**"Linked Currency"** means the currency into which the Investment Currency of the Currency Linked Investment may be converted;

**"Maturity Date"** means (a) in relation to a Currency Linked Investment, the date on which DBS will pay the Final Redemption Amount as specified in the Confirmation; and (b) in relation to a SIP, the date specified in the Confirmation on which DBS shall, subject to the relevant terms and conditions of such SIP, pay the Final Redemption Amount to you;

**"Mobile Service Provider"** means, for the purpose of Clause 12(2) of Section C, any company designated by DBS to provide mobile banking services, further details of which are set out in the applicable terms and conditions prescribed by DBS from time to time;

**"Monthly Contribution"** means each monthly contribution made by you in an Investment Fund Savings Plan;

**"New Zealand Dollars"** means the lawful currency of New Zealand;

**"Nominee"** means DBS's nominee referred to in Clause 1(2) of Section B or Clause 6(1) of Section C, as applicable;

**"Offering Documents"** means:

- (a) in respect of a CLI, these Consolidated Terms;
- (b) in respect of a SIP, these Consolidated Terms and any Term Sheet of such SIP;
- (c) in respect of any Securities or a Structured Investment Product, the offering documentation (including any prospectus, programme memorandum, offering circular, product booklet, principal brochure, key facts statement and/or term sheet, as applicable) in respect of such Securities or Structured Investment Product; and
- (d) in respect of a Scheme, the constitutive documents, information memoranda, prospectuses, term sheets, and other documentation in respect of that Scheme;

**"Order"** means, in respect of an Investment Product, an order validly placed on an Order Form which upon acceptance by DBS and execution in the market by DBS will be confirmed by a Confirmation;

**"Order Form"** means, in respect of an Investment Product, an Order Form for an Investment Product whether or not prescribed by DBS (which, in the case of an Order given via your Remote Instruction pursuant to Clause 2(7) of Section A, will include DBS's record of such Instruction);

**"PIN"** means the personal identification number for giving Instructions;

**"Potential Event of Default"** means any event which, with the giving of notice or the lapse of time or both, would constitute an Event of Default;

**"Principal Amount"** means:

- (a) in respect of a SIP, the amount to be invested by you in DBS as set out in the Confirmation or, as the case may be, which has been invested by you in, and accepted by, DBS in accordance with these Consolidated Terms; and
- (b) in respect of a Currency Linked Investment, the amount invested in a Currency Linked Investment as set out in the Confirmation or, as the case may be, which has been invested by you in, and accepted by, DBS in accordance with these Consolidated Terms;

**"Relevant Currency"** means, in respect of a SIP, the currency(ies) specified in the Term Sheet and, in respect of a CLI, the Investment Currency and/or the Linked Currency;

**"Remote Instruction"** means any Instruction given to DBS by:

- (a) telephone or telephone facilities (operated by voice or other means), whether in accordance with such automatic identity verification or other requirements for Instructions that DBS may require from time to time;
- (b) e-mail, facsimile transmission or in writing purportedly given by you;
- (c) the affixation of a chop which resembles the specimen chop that you have provided to DBS in accordance with any applicable documents required by DBS from time to time;
- (d) electronic means through the use of any password, card and/or code which DBS may provide; and
- (e) any other channels by which Instructions may be given as prescribed by DBS from time to time.

**"Scheme"** means, in respect of an Investment Fund Savings Plan and an Investment Fund Account, each unit trust, mutual fund, corporation or other collective investment scheme offered by DBS pursuant to Section B;

**"Section"** means a Section of these Consolidated Terms, being any of Section A (General terms and conditions applicable to all types of Investment Account/Investment Product)



("Section A"); Section B (Investment Fund Account) ("Section B"); Section C (Securities Account) ("Section C"); Section D (Structured Investment Product (SIP)) ("Section D"); Section E (Currency Linked Investment (CLI)) ("Section E"); and Section F (Risk Disclosure Statements) ("Section F");

"Securities" means all shares, stocks, warrants, covered warrants, bonds, notes, debt instruments, interests in any collective investment scheme, Structured Investment Products, and other securities which belong to you and which from time to time are bought and/or brought within the scope of these Consolidated Terms and which DBS may from time to time allow to be held in, or traded through, the Securities Account;

"Securities Account" means the account opened or to be opened in your name as part of the Services and maintained and operated in accordance with Sections A and C;

"Securities and Futures Commission" or "SFC" means the Securities and Futures Commission of Hong Kong and/or any successor or other agency or authority performing or assuming its functions or substantially similar functions;

"Securities and Futures Ordinance" means the Securities and Futures Ordinance (Chapter 571 of the laws of Hong Kong);

"Security Code" means any PIN, password, codes, sequence of numbers and/or letters or such other codes for use in connection with access to, or use of, any of the Services or any Investment Account or subscription, sale or disposal of any Investment Products;

"Services" means the banking, investment, nominee and other services from time to time offered by DBS subject to these Consolidated Terms including, without limitation, the services specified in Sections B to F;

"Settlement Account" means each account (whether single or multicurrency and of whatever type) opened or to be opened and maintained by you with DBS for the purposes of settling Transactions and making other payments in connection with the Investment Account and/or the Services as you may designate from time to time;

"Settlement System" means any clearing house, settlement system or depository system holding the Securities from time to time;

"SIP" or "Structured Investment Product" means any structured product as such term is provided in the Securities and Futures Ordinance and shall include any structured investment product offered by DBS, from time to time, in accordance with Section D (whether in the form of a deposit, instrument or structured note) other than (a) an OTC derivative product (as may be defined in the Securities and Futures Ordinance from time to time); and (b) a regulated investment agreement (as defined in the Securities and Futures Ordinance) ;

"Swiss Franc" means the lawful currency of Switzerland;

"Trade Date" means the date on which Transaction is executed, as specified in the Customer Agreement.

"Tenor" means, in respect of a SIP, such rate (if any) as provided in the relevant Offering Documents; and in respect of a Currency Linked Investment, the total number of calendar days from and including the Investment Value Date to and excluding the Maturity Date;

"Term Sheet" means a document or other evidence containing terms and conditions and particulars of an Investment Product. **In the event of any inconsistency between the provisions of the Term Sheet and these Consolidated Terms, the Term Sheet will prevail;**

"Transaction" means any transaction entered into between DBS and you pursuant to these Consolidated Terms and any other document(s) and/or as a result of an Instruction and/or other confirming evidence exchanged between the parties or otherwise effective for the purpose of confirming or evidencing such transaction, including any Investment Product;

"Unit" means, in respect of each Scheme, a unit/share/interest/deposit amount or other unit in or of that Scheme; and

"United States Dollars" means the lawful currency of the United States of America.

- (2) In these Consolidated Terms, unless the context requires otherwise, the following shall also apply:
- (a) the singular includes the plural and vice versa and words importing a gender include every gender;
  - (b) headings of clauses have been inserted for guidance only and shall not be deemed to form any part of the context or be taken into consideration in the interpretation of these Consolidated Terms;
  - (c) references to Sections and Clauses are to those in these Consolidated Terms;
  - (d) unless specified to the contrary, any reference to a time is to Hong Kong time and any reference to a day is to a "calendar day";
  - (e) any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms;
  - (f) references to a "person" shall include a corporate organisation and a corporate trustee acting on behalf of a trust and shall also mean that person's representatives and anyone authorised to take over its legal rights;
  - (g) references to "regulation" include any bye-laws, regulation, rule, official decree, directive, notice, order, judgment, request, code of practice or guideline (whether or not having the force of law) of any government organisation, agency, department, taxing authority or other authority or organisation in any jurisdiction;
  - (h) references to a law or regulation shall include any amendments to it and any of its related legislation;
  - (i) references to "agreement" include any amendment, supplement, modification, variation or replacement to that agreement;
  - (j) "we", "us" and "our" mean DBS; and
  - (k) "you" means the Customer and "your" shall be construed accordingly.

## A. General terms and conditions applicable to all types of Investment Account/Investment Product

This Section A applies to the Services in respect of each Investment Account, and to any products and services (referred to in Sections B to F) you subscribe to.

### 1. Instructions

(1) **All instructions received by DBS shall be irrevocable and binding on you whether given by you or by any other person purporting to be you. Instructions may not be rescinded or withdrawn without the written consent of DBS.** Any Instruction, to be effective, must be accepted by DBS in such manner as DBS specifies from time to time.

(2) DBS is entitled to prescribe, from time to time, the channel(s) and any security mechanism(s) (including, without limitation, any Security Code and/or such other details as DBS may require) by which Instructions must be given. Any provision of Remote Instructions is subject to any applicable documents required by DBS from time to time.

DBS is hereby authorised (but is not obliged) to accept any Remote Instructions without any inquiry by DBS as to the authority or identity of the person making or purporting to give such Remote Instruction or their authenticity, notwithstanding any error, misunderstanding, fraud, forgery or lack of clarity in, or authorisation for, their terms. You acknowledge and accept that giving Remote Instructions increases risks for you and agree to be bound by the resulting Transaction, as understood and carried out by DBS in good faith.

(3) Any Transaction effected pursuant to or as a result of an Instruction shall be binding on you in all respects.

(4) DBS shall be entitled to act in accordance with its regular business practice and procedures and will only accept Instructions insofar as it considers practicable and reasonable to do so and may choose not to act on an Instruction if there is any ambiguity or conflict. DBS may (but is not obliged to) prescribe any conditions and/or procedures before it accepts (or refuses to act on) any Instruction and/or make inquiries to clarify any Instructions, and will not be responsible for any delay.

(5) Instructions will not be acted on by DBS unless there are sufficient funds or prearranged credit in your relevant account to carry out the Instruction in full and on a timely basis. However, DBS may at its discretion act on an Instruction notwithstanding insufficiency of funds or lack of credit without prior notice to you or your approval and you shall be responsible for any obligation so incurred or for repaying any debit to the relevant account (including any interest charged thereon by DBS) as a result.

(6) DBS shall have no obligation or liability where DBS has carried out Instructions in good faith, or if despite reasonable efforts by DBS the Instructions cannot reasonably be performed or completed by DBS in full and on a timely basis.

(7) **You shall bear all risks arising from the Instructions and shall on demand indemnify DBS and hold it harmless against all actions, proceedings, claims, losses, liabilities, damages, costs and expenses that may be brought against or incurred by DBS directly or indirectly in connection with acting on any Instructions which DBS believes to have been given by you or on your behalf.**

### 2. Eligibility of Customers

(1) You must be a limited company holding a current business registration certificate.

(2) If you maintain an Investment Fund Account or a Securities Account, you warrant to DBS that you are not a resident of the United States of America and, pursuant to Clause 21(3) of this Section A, you will notify DBS in writing as soon as reasonably practicable and in any event within 14 days of any change in such status or of becoming aware of the likelihood of any change of such status.

### 3. Settlement of Transactions

(1) As a condition to DBS providing any Services to you, you must open with DBS one or more Settlement Account(s).

(2) You request and authorise DBS to:

- (a) credit any proceeds of a Transaction to, and debit any payment or withdrawal pursuant to or as a result of a Transaction (on such date as DBS may require for the purpose of effecting such Transaction) from, the Settlement Account(s); and
  - (b) credit any Units received by DBS on behalf of you pursuant to or as a result of a Transaction to, and withdraw any Units pursuant to or as a result of a Transaction (on such date as DBS may require for the purpose of effecting such Transaction) from, the Investment Fund Account unless DBS has received Instructions to the contrary.
- (3) If you wish to change your designated Settlement Account in respect of any Transaction, you must notify DBS no later than two Business Days before the relevant payment date. If your designated Settlement Account has ceased to be operative or if you have not designated any Settlement Account, DBS will credit any proceeds of a Transaction to any of your other accounts as DBS may in its sole and absolute discretion determine. DBS shall not be responsible for any loss or damage suffered by you from any delay in effecting such payment if you do not notify DBS within the time period stipulated herein of the account to which DBS should make payment.
- (4) No further interest or other payment will be made as a result of any delay in payment for any reasons unless due to the negligence or wilful default of DBS.

#### 4. **Not your investment adviser**

- (1) In respect of any transaction with you, **DBS is not acting as an adviser or in a fiduciary capacity to you.** DBS has not given and will not give any representation, guarantee or other assurance as to the outcome of any investment. **You should seek your own investment advice from a suitably qualified adviser.**
- (2) You represent to DBS that as of the date of giving any relevant Instruction and entering into any Transaction:
- (a) you are fully capable of assessing the merits of and understanding (where needed, with or through independent professional advice), and fully understand and accept, the terms, conditions and risks of the resulting Transaction and you also fully understand and are capable of assuming and assume the risks of the Transaction;
  - (b) you are acting on your own account and have reviewed carefully your specific financial needs and investment objectives, and have made your own independent decisions to enter into the Transaction and as to the legality, suitability and appropriateness of the Transaction based upon your own judgment and upon advice from such advisers as you have deemed necessary;
  - (c) you are not relying on any communication (written or oral) of DBS as investment advice or as a recommendation to enter into the Transaction. You understand that information and explanations provided by DBS, including in relation to the terms and conditions of the Transaction, shall not be considered investment advice or a recommendation to enter into the Transaction; and
  - (d) no communication (written or oral) received from DBS shall be deemed to be an assurance, representation or guarantee as to the expected results of the Transaction.

#### 5. **Customer representations and warranties**

- (1) You represent, warrant and undertake to DBS that, as of the date of accepting these Consolidated Terms and as of each time a Transaction is entered into:
- (a) **you have read, understood and accepted in full these Consolidated Terms and the risk disclosure statements as set out in Section F, the Order Forms, the Offering Documents and/or other relevant materials as distributed by DBS and are fully aware of the risks involved in investing in any Investment Product;**
  - (b) you are duly incorporated or organised under the laws of the place of your incorporation, validly existing and have full power to own your property and assets under the laws of your place of incorporation;
  - (c) you have obtained all necessary government consents, internal corporate and other approvals, and taken all actions, to enter into any Transaction; and to open the

Investment Account, execute these Consolidated Terms and the Customer Agreement, Order Form and any other document in relation to any investment under the Investment Account;

- (d) you shall maintain in full force and effect all consents of any Government Authority or other authority that are required to be obtained by you with respect to the Customer Agreement and will obtain any that may become necessary in the future;
- (e) you and your representative(s) have full capacity, power and authority to agree to these Consolidated Terms and enter into Transactions and execute, deliver and perform your obligations under the Customer Agreement and any other contract, agreements and/or forms for any such purpose;
- (f) all the information provided to DBS in connection with these Consolidated Terms and any Services or to facilitate the provision or maintenance of any Services is true, complete and up-to-date;
- (g) these Consolidated Terms constitute, and each Transaction and other dealings in accordance with these Consolidated Terms will constitute, your valid and legally binding obligations which are enforceable in accordance with their terms;
- (h) you are entering into the Customer Agreement, including each Transaction, as principal and ultimate beneficiary and not as agent or trustee of any other person or entity;
- (i) you shall read the up-to-date versions of any Offering Documents prior to giving any Instruction relating to that Investment Product and shall consult such professional advisers as you consider appropriate and in respect of each Instruction given in relation to an Investment Product;
- (j) the opening and maintenance of the Investment Account, the giving of Instructions, the entering into of Transactions and performance of your obligations under the Transactions and any other dealings contemplated in these Consolidated Terms by you will not (i) contravene any existing applicable law, statute, regulation or permit to which you are subject, or (ii) conflict with, or result in any breach of any of the terms of, or constitute a default under, any agreement or other instrument to which you are a party or are subject, or (iii) contravene or conflict with any provision of any of your constitutional documents (if applicable);
- (k) the execution, delivery and performance of the Customer Agreement, any Transaction and any other contracts by which you are bound pursuant to the Customer Agreement do not violate or conflict with any laws or regulations applicable to you and your use of the Services will comply with all applicable laws, rules and regulations, policies, practices and requirements of any relevant securities and futures exchanges (including HKEx) and associations, alternative trading facilities, clearing houses and regulatory or self-regulatory organisations (including HKEx) as such may be amended from time to time;
- (l) no Event of Default or Potential Event of Default or, to your knowledge, event entitling DBS to terminate the Customer Agreement with respect to you has occurred and is continuing and no such event or circumstance would occur as a result of your entering into or performing your obligations under the Customer Agreement;
- (m) there is not pending or, to your knowledge, threatened against you, any litigation, action, suit or proceeding at law or in equity or before any court, tribunal, governmental body, agency or official or any arbitrator that is likely to affect the legality, validity or enforceability against you of the Customer Agreement or your ability to perform your obligations under the Customer Agreement;
- (n) you will not create security over, assign, transfer or otherwise dispose of in any way any of your benefits, interests and/or obligations under the Customer Agreement or any Investment Account or Investment Product without the prior written consent of DBS;
- (o) any and all representations made by you remain true, accurate and up-to-date; and
- (p) you are not insolvent or otherwise experiencing financial difficulties.

- (2) You request and direct DBS to accept and to act on any of your Instructions in connection with any and all Investment Products or Transactions on the basis of your representations under Clauses 4(2), 5(1), 7(5) and 7(6) of this Section A.
- (3) In addition to the above, you must promptly (and in each case no later than 30 days from such change, termination and/or amendment or, if earlier, the date on which you enter into any Transaction) notify DBS in writing of:
  - (a) any change to your name, address, telephone/fax numbers and other particulars (including your particulars in any public register);
  - (b) the termination of, or amendment to, the authority of any person or any power of representation towards DBS conferred on any person (whether or not such authority or power is recorded in any public register); and
  - (c) any material change to the information provided in your Investment Account or Investment Product application and any other document containing information submitted or supplied by you to DBS.
- (4) Where any Authorised Person is an employee of an intermediary regulated by the Securities and Futures Commission and/or the Hong Kong Monetary Authority:
  - (a) you undertake to provide each relevant employer's written consent for such Authorised Person to deal on your behalf before any dealing is carried out by such Authorised Person;
  - (b) DBS is not obliged to accept or act on any Instructions provided by an Authorised Person acting on behalf of the Customer unless and until DBS has received the written consent of such Authorised Person's employer in the form and substance to DBS's satisfaction; and
  - (c) you shall notify DBS in writing as soon as reasonably practicable (and in any event within 30 calendar days or, if earlier, before you enter into any Transaction) of any change in employment status or upon becoming aware of the likelihood of any change of such employment status.

## 6. Personal data

- (1) You agree that DBS's general policy on disclosing customer information (including any personal data) as set out in any statements, circulars, notice or other communications or terms and conditions DBS has provided to you ("**Data Policy Notice**") will apply and are part of these Consolidated Terms. You acknowledge that DBS has given you a copy of our current Data Policy Notice before you entered into this Customer Agreement. You also acknowledge that you can obtain a copy of the Data Policy Notice which applies at any DBS branch or from DBS's website ([www.dbs.com.hk](http://www.dbs.com.hk)). You confirm that our Data Policy Notice applies to any information you give DBS or which DBS receives from any other sources or which arises from your relationship with DBS or any of the DBS Group.
- (2) You confirm that you have the permission of each individual whose personal data you give DBS for DBS to receive, hold and process those data in line with the Data Policy Notice.
- (3) You agree that DBS may provide or disclose information to any other person whose main place of business is outside Hong Kong in line with DBS's Data Policy Notice and such information may be held, processed or used by them outside Hong Kong.
- (4) Nothing in the Customer Agreement shall limit your rights under the Personal Data (Privacy) Ordinance (Cap. 486).

## 7. Limitations on DBS's liability

- (1) **Any application for subscription, switching, redemption or other disposal of Investment Products is subject to approval by DBS and/or the relevant fund manager/bank/issuer/market. DBS assumes no responsibility for ensuring that any application will be approved by it or the relevant fund manager/bank/issuer/market.**

- (2) **The provision of the Services does not constitute DBS as your trustee or investment adviser. DBS shall have no other obligations in respect of any Investment Product or Transaction except those contained in these Consolidated Terms.**
- (3) **None of DBS, its Affiliates or any DBS Personnel shall have any liability to you or any other person in respect of:**
  - (a) **acting in good faith upon any signature or document believed to be signed, or any verbal Instruction believed to be given, by the proper party or parties;**
  - (b) **any loss, costs, damages or expenses or inconvenience which may result from the good faith exercise or non-exercise of any of the powers, authorities and discretions vested in DBS; and/or**
  - (c) **any liability to tax or similar charges payable in connection with any Investment Products or the Services.**
- (4) **DBS gives no representation, assurance or guarantee as to any investment outcome or any gains or profitability to you. DBS shall not be liable for any loss of or diminution in the value of any Investment Products.**
- (5) **Any commentaries, financial information explanations and data that may be provided by DBS are for reference only and are not intended as investment advice or a recommendation for trading or other purposes. No reliance should be placed on any conversations that take place with respect to any investment or proposed investment. They may be provided to DBS by other persons or compiled by DBS from information and materials provided by other persons. DBS does not assume any liability (whether in tort or contract or otherwise) for any reliance on any commentaries, information or data by you or any other person.**
- (6) **Notwithstanding that you may have informed DBS of any of your investment objectives, you shall be solely responsible for making your own independent investigation, decision and appraisal of any Investment Products or Transactions in which you intend to deal.**
- (7) **Unless due to the negligence or wilful default of DBS or DBS Personnel and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom, DBS does not assume any liability or responsibility to you or any third party for any consequence arising from:**
  - (a) **access to the Services by you or any other person whether or not authorised;**
  - (b) **any interruption, suspension, delay, loss, mutilation or other failure or inaccuracy in transmission of Instructions or other information howsoever caused;**
  - (c) **any inability of DBS to execute any Instruction due to prevailing market conditions, or the manner or timing of the execution of any Instruction;**
  - (d) **any imposition or change of any applicable law, market disruption or fluctuation, or procedures, restrictions or suspension of trading imposed by any government exchange, clearing house or market, or insolvency or liquidation of any relevant bank, financial institution, broker, exchange, clearing house or government;**
  - (e) **any mechanical failure, power failure, malfunction, breakdown, interruption or inadequacy of equipment or installation in connection with the Services; and/or**
  - (f) **Force Majeure.**
- (8) **DBS may act as a principal or an agent of a third party in any Transaction. You should refer to each Transaction document (e.g. Confirmation, or Term Sheet) in order to determine DBS's capacity.**
- (9) **In no circumstances will DBS be liable, whether in contract, tort (including negligence) or otherwise, for any consequential, indirect or incidental losses or special or punitive**

damages, however they arise, even if advised of the possibility of such damages or losses.

**8. Customer's indemnity**

- (1) **You shall on demand indemnify DBS, any DBS Personnel, and their respective nominees and sub-contractors against all liabilities, claims, demands, losses, damages, taxes, costs, charges and expenses of any kind, including, without limitation, legal fees and other expenses (on a full indemnity basis) which may be incurred by any of them and all actions or proceedings which may be brought by or against any of them in connection with the provision of the Services, the maintenance of any Investment Account, the execution of any Transaction or the exercise or preservation of DBS's powers and rights under these Consolidated Terms, except in the case of negligence or wilful default of DBS, DBS Personnel, and their respective nominees or sub-contractors and only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely from such negligence or wilful default.**
- (2) **DBS is entitled to withhold, retain or deduct such portion from your assets in the possession or control of DBS or such amount(s) from any of your accounts with DBS as it determines to cover any amount which may be owed by you under Clause 8(1) of this Section A.**
- (3) This Clause 8 shall continue to have effect notwithstanding the termination of the Customer Agreement, the Investment Account and/or the Services.

**9. Joint accounts – joint and several liability**

- (1) Where the Customer comprises two or more persons, the liability of each such person under these Consolidated Terms is joint and several and references to the Customer shall be construed as references to each and/or any of those persons and:
  - (a) references to the Customer shall include each such person individually;
  - (b) any act or omission of one such person shall be deemed the act or omission of all of them;
  - (c) they shall be jointly and severally liable to DBS under the Consolidated Terms and any Transaction;
  - (d) any communication to the Customer may be sent to the last known address of any one or more of such persons;
  - (e) any notice to the Customer shall be validly served if served on either/any one of them;
  - (f) in the absence of written instructions to the contrary, if the Investment Account or the Settlement Account is maintained in joint names, each person constituting the Customer who owns or utilizes that account or the Services shall be entitled (i) to operate and authorise termination of that account and/or the Services individually and independently from the other(s); and (ii) if prior to acting on instructions received from one such person, DBS receives contradictory instructions from another such person, it shall act only on the instructions of all persons constituting the Customer (provided that any Instruction for transfer out of any Unit must be given by both/all account holders, in accordance with Clause 2 of Section B); and
  - (g) if the Customer defaults, DBS may release or discharge any one or more persons constituting the Customer from liability or compound with, accept compositions from, or make any other arrangement with, any of them without affecting DBS's rights against the remaining person(s).
- (2) The liability of any person constituting the Customer shall not be affected by:
  - (a) failure of any term to be binding on any other person;
  - (b) DBS's giving of time, forbearance, indulgence or waiver to any other person;
  - (c) DBS's release or discharge of any other person;



- (d) the insolvency, limitation or incapacity or any change in the constitution or status of any other person;
- (e) any irregularity or deficiency in the powers of any other person; or
- (f) any other circumstance which may otherwise affect any liability or obligation of any other person.

#### 10. **Set-off and lien**

- (1) **DBS is irrevocably and unconditionally authorised and entitled, at any time and without prior notice to you or your consent, to set-off, combine or consolidate any balances standing to the credit of any of your accounts with DBS (including, without limitation, the Settlement Account) and any other obligation of DBS or any of its Affiliates owed to you (whether or not actual or contingent or joint or several and whether or not arising under the Customer Agreement or any Transaction, and regardless of the currency, place of payment or booking office of the obligation) towards the repayment or discharge of any of your obligations owed to DBS or any of its Affiliates (whether or not matured or contingent and whether or not arising under the Customer Agreement or any Transaction, and regardless of the currency, place of payment or booking office of the obligation). Where such combination, consolidation, set-off, debit, withholding or transfer requires the conversion of one currency into another, such conversion shall be calculated at the Exchange Rate on the relevant date, as determined by DBS in its sole and absolute discretion. If an obligation is unascertained, DBS may in good faith estimate that obligation and set-off in respect of the estimate, subject to the relevant party accounting to the other when the obligation is ascertained.**
- (2) In the case of a joint account, DBS may exercise the rights in Clause 10(1) of this Section A and apply any credit balance on the joint account in or towards satisfaction of any obligation, indebtedness or liability owed to DBS or any of its Affiliates by one or more of the holders of the joint account.
- (3) DBS is authorised to exercise a lien over all your property which is or comes into the possession or control of DBS, for custody or any other reason, and whether or not in the ordinary course of its business, with power for DBS to sell such property and apply the proceeds of sale, after deduction of reasonable charges and expenses, to satisfy any obligations, indebtedness and liabilities owed by you to DBS or any of its Affiliates.
- (4) This Clause 10 shall continue to have effect notwithstanding the termination of the Customer Agreement, the Investment Account and/or the Services.

#### 11. **Tax**

- (1) You agree that DBS shall not be liable for any tax, withholding, gross-up or similar charges payable in connection with any Transaction and DBS is authorised to deduct or withhold, without notice to you, any amount of tax deducted from any payments, interest, dividends or any other amounts whatsoever payable to you, pay such taxes to the relevant tax authorities and to credit the balance to the Settlement Account.
- (2) You agree to be bound by the terms relating to tax reporting, withholding and associated requirements specified in the Tax Requirements Notice from time to time issued by DBS, which are incorporated by reference into and shall form part of these Terms. A copy of the Tax Requirements Notice is available on request at any branch of DBS or from its website ([www.dbs.com.hk](http://www.dbs.com.hk)).

#### 12. **Authorisation**

You irrevocably authorise DBS, with full power of substitution, and in your name or otherwise on your behalf and as your act and deed to do all things which may be required or which DBS may think fit for carrying out any of your obligations in the Customer Agreement. You ratify and confirm (and agree to ratify and confirm) all DBS's acts and deeds in exercise of this power.

#### 13. **Delegation**

- (1) DBS reserves the right to appoint any other person(s) as its nominee, broker or agent to perform any services for the Investment Account or Settlement Account on its behalf. DBS may delegate any of its powers under the Customer Agreement to such person to be carried

out in accordance with market practice and the normal dealing and operational practices of such broker or agent. **Save in the case of negligence or wilful default, DBS shall not be liable for any act, omission, negligence or default of any such person and in any such case, such liability shall be strictly limited to reasonably foreseeable loss directly and solely arising as a result of any of the foregoing.**

- (2) DBS may also appoint any person as its agent to collect any or all indebtedness owed by you to DBS and you shall be responsible for all costs and expenses of reasonable amount and reasonably incurred by DBS for that purpose on each occasion.

#### 14. **Transaction Confirmation, Investment Account/Investment Product statements and records**

- (1) DBS will send you account statements in respect of your Investment Account and your Investment Products through the post or through any electronic services or by any other method DBS has agreed with you. DBS may not send you any statements if there are no entries covering the statement period and/or there is no outstanding balance on the Investment Account since the last statement.
- (2) The parties intend that they are legally bound by the terms of each Transaction from the moment those terms are agreed (whether orally or otherwise). DBS will, where applicable, deliver to you a written confirmation in respect of any Transaction within the time limit (if any) prescribed by law.
- (3) **You shall, upon receipt of any Investment Account or Investment Product statement or Confirmation, have a duty to examine the same and to give immediate notice to DBS if you consider that any details stated therein are incorrect in any respect. If DBS does not receive any notice from you within 90 days of delivery of such statement (or such other time period stipulated in the statement or Confirmation for this purpose), you shall be deemed to have accepted all the transaction details therein contained as true and accurate in all respects.**
- (4) In providing the Services, DBS shall maintain records in compliance with all applicable laws, rules and regulations.
- (5) **You shall never treat DBS's confirmation telephone call as final notification or confirmation.**

#### 15. **Renminbi transactions**

In respect of any Renminbi denominated deposits or Investment Products, you acknowledge that Renminbi is currently not a freely convertible currency and the conversion of Renminbi through banks in Hong Kong is subject to certain exchange controls and restrictions (as the same may be modified, amended or substituted from time to time). As a result, any holding or investment in Renminbi or Renminbi related products may be subject to exchange rate risks (including, but not limited to, lower liquidity and higher volatility) and disruption risks which are less common with respect to freely convertible currencies. You should read the Offering Documents of the relevant Investment Products for more details.

#### 16. **Fees, charges and expenses**

- (1) **You shall pay to DBS all fees, applicable charges, commissions, brokerage or any other service charges (including related custodian charges) as shown in DBS's Bank Charges Schedule and any reasonable expenses incurred by DBS in connection with providing the Services to you (whether in respect of legal advice, enforcement or otherwise). DBS may vary or charge further fees, charges or commissions on any account or service and you should therefore check our current rates of fees, charges and commissions.**
- (2) **You shall pay all sums due to DBS (whether or not demanded by DBS) in immediately available funds at DBS's Hong Kong office or to any other account specified by DBS, without set-off, counterclaim or any other condition and free and clear of any tax or other deduction or withholding of any nature.**
- (3) **Every transaction executed by DBS shall be subject to any applicable levy, normal stock transaction charges, stamp duty, deposit fee, custody fee and settlement fees which an Exchange, CCASS and/or any Clearing House may from time to time impose and DBS is authorised to deduct any such amounts from the Investment Account (including any Settlement Account). The rules of such Exchange and the Clearing**

**House (including those relating to trading and settlement) shall be binding upon both you and DBS.**

- (4) **In respect of any Currency Linked Investment or SIP, you hereby irrevocably authorise DBS to collect such fees, commissions and other remuneration by deduction from the Principal Amount, the Final Redemption Amount or the Interest Amount if you shall fail to make any such payment.**

**17. Rebate and commission**

DBS may receive, either directly or indirectly, remunerations, commissions, retrocession fees, monetary or other non-monetary advantages from third parties (including any entities belonging to the DBS Group) in connection with the provision of Services and/or the handling of Transactions. The nature, amount and method of calculating these remunerations, commissions, retrocession fees, monetary or other non-monetary advantages may vary over time, depending on the third parties and/or investments and transactions carried out.

DBS or any members of the DBS Group may receive certain benefits from the product issuer for distribution of an investment product. DBS may also receive monetary benefit from distributing its own investment products. When DBS distributes investment products issued by a member of the DBS Group, DBS may not explicitly receive monetary benefits for doing so, but DBS and/or any member of the DBS Group may nevertheless benefit indirectly from the origination and distribution of such investment products. Accordingly, the benefits which might be received by DBS include: (i) non-explicit monetary benefits for distributing an investment product which is issued by DBS or any member of the DBS Group; (ii) monetary benefits which are not quantifiable prior to or at the point of sale such as trailer fees and rebates; (iii) retrocession fees; and (iv) non-monetary benefits such as research and advisory services, market analysis, portfolio analysis, training and seminars.

You hereby consent to DBS receiving such remunerations, commissions, retrocession fees, monetary or other non-monetary benefits.

**18. Exchange rate**

- (1) DBS shall be entitled to effect any Transaction or payment under this Customer Agreement in any currency as DBS may consider appropriate. Where a conversion of one currency into another currency is required under the Customer Agreement, such conversion shall be at the Exchange Rate.
- (2) No payment to DBS under the Customer Agreement pursuant to any judgment or order of any court or otherwise shall operate to discharge your obligations under the Customer Agreement unless and until payment in full shall have been received by DBS in the currency in which such payment was due (the "**currency of obligation**"). To the extent that the amount of such payment shall on actual conversion into the currency of obligation at the Exchange Rate fall short of the amount due in the currency of obligation, DBS shall have a separate and additional cause of action against you for the recovery of such sum as shall, after conversion into the currency of obligation, be equal to the amount of the shortfall.

**19. Assignment and transfer of rights and obligations**

- (1) You may not assign, transfer or otherwise dispose of the Customer Agreement, any Investment Account, any Transaction, or any interest, benefit, right or obligation in respect of or under the Customer Agreement, any Investment Account or any Transaction without the prior written consent of DBS.
- (2) DBS may assign or transfer any of its interests, benefits, rights or obligations under the Customer Agreement, any Investment Account or any Transaction without your consent.

**20. Amendments**

- (1) Any amendment, modification or waiver in respect of the Customer Agreement or any Transaction will only be effective if made in writing.
- (2) DBS may revise these Consolidated Terms from time to time subject to DBS giving to you reasonable prior written notice, and the changes will be effective from the date specified in such notice. If you do not accept any revisions to these Consolidated Terms, you may close your Investment Account and if you do not close your Investment Account, DBS will treat you as having agreed to the changes.

## 21. Notices and communications

- (1) DBS shall be entitled to prescribe, from time to time, the form of notice acceptable to DBS and the mode of communication.

Any notice or communication in respect of the Customer Agreement from DBS to you will be deemed effective as indicated below:

- (a) if by hand, on the date it is delivered;
- (b) if by post, three Business Days after posting;
- (c) if sent by facsimile transmission, at the time shown in DBS's transmission report as being successfully sent;
- (d) if sent by e-mail or other electronic services, at the time it was sent;
- (e) if made through the press, radio, television or internet, at the time it was made,

subject to any contrary provisions in the Offering Documents of any Investment Products.

- (2) Any notice or communication in respect of the Customer Agreement from you to DBS must be given in writing and must be received by a responsible officer of DBS before it will be effective.
- (3) Any facsimile, letter or payment to you or to your authorised representative is sent, delivered or transmitted at your risk. It is your responsibility to ensure that DBS is kept informed of your up-to-date address and other contact details.

## 22. Binding effect

These Consolidated Terms shall be binding on and enure to the benefit of DBS and its successors and assigns and you, and with DBS's prior written consent, your successors and assigns.

## 23. Suspension of Services

- (1) DBS reserves the right to suspend any of the Services at any time without giving any reason or notice.
- (2) The suspension of any of the Services, and any withdrawal of cash or property from an Investment Account, whether or not following such suspension, shall be without prejudice to the right of DBS to settle any Transaction entered into, or to settle any liability incurred, by you under the Customer Agreement or by DBS on your behalf, prior to suspension.
- (3) Notwithstanding any suspension of any Investment Account, you shall continue to be bound by these Consolidated Terms to the extent that they relate to any of your obligations or liabilities which remain to be performed or discharged.

## 24. Termination Events and Events of Default

- (1) The occurrence at any time of any of the following events shall constitute a "**Termination Event**":
- (a) by reason of Force Majeure or act of state:
    - (i) occurring after a Transaction is entered into (A) DBS is prevented from settling such Transaction, or (B) it becomes impossible for DBS to settle such Transaction; and/ or
    - (ii) DBS's performance under the Customer Agreement, Investment Product or Investment Account is prevented or materially hindered or delayed;
  - (b) any Investment Account is or is suspected of being used for any illegal purpose; or
  - (c) any event beyond the control of DBS which makes it impracticable, illegal or impossible for DBS to perform its obligations under or in respect of the Customer Agreement or any Investment Product, Investment Account or Transaction or to

- hedge its obligations effectively under the Customer Agreement or any Investment Product, Investment Account or Transaction; or
- (d) DBS may terminate a Currency Linked Investment or a SIP, to the extent it determines in its sole and absolute discretion that any impracticality, illegality, impossibility or other circumstances may affect a Currency Linked Investment or a SIP (as applicable) following the occurrence of any Currency Disruption Event; or
  - (e) DBS's books and records show a zero balance in any Investment Account for a period of at least six continuous months or for such shorter period as DBS may prescribe.
- (2) The occurrence at any time of any of the following events with respect to you shall constitute an **"Event of Default"**:
- (a) Payment default – You fail to pay or deliver, when due, any amount payable or deliverable under the Customer Agreement or any other agreement with DBS;
  - (b) Misrepresentation – Any representation or warranty made or repeated or deemed to have been made or repeated by you to DBS pursuant to the Customer Agreement or pursuant to DBS customer documentation proves to have been incorrect, false or misleading in any material respect;
  - (c) Insolvency – You (or, if you comprise more than one person, any such person):
    - (i) are dissolved;
    - (ii) become bankrupt or insolvent or are unable to pay your debts;
    - (iii) make a general assignment, arrangement or composition with or for the benefit of all or any class of your creditors;
    - (iv) institute, or have instituted against you, a proceeding seeking a judgment of insolvency or a petition is presented for your winding-up or liquidation;
    - (v) seek or become subject to the appointment of a receiver, administrator, liquidator or other similar official; or
    - (vi) cause or are subject to any event with respect to you which, under the applicable laws of any jurisdiction, has a similar or analogous effect to any of the events specified in (i) to (v) above;
  - (d) Breach – You fail to comply with or perform any obligation in respect of the Customer Agreement or any other agreement with DBS or any of its Affiliates;
  - (e) Failure to respect undertakings regarding security – You fail to comply with any undertaking with regard to security, collateral or margin as required by the Customer Agreement including, but not limited to, your failure to deposit additional cash or investments in order to satisfy promptly and in full a demand for security, collateral or margin hereunder within the time specified in such demand;
  - (f) Cross default – A default, potential event of default, event of default or termination event (howsoever described) occurs or is declared under the Customer Agreement or any other agreement (whether or not arising under the Customer Agreement) between (i) you or any of your Affiliates and (ii) DBS or any of its Affiliates;
  - (g) Creditors' process – Any expropriation, attachment, sequestration, distress or execution affects any of your or your Affiliates' assets;
  - (h) Repudiation – You (or any Insolvency Official acting on your behalf) disaffirm, disclaim or repudiate any obligation under the Customer Agreement;
  - (i) Breach of applicable law – An event occurs or circumstances arise or exist which DBS considers are or might be a violation of any applicable law or good standard of market practice;
  - (j) Material adverse effect – DBS concludes that any change of your legal status, tax residency, business or financial condition or any other event has occurred or

circumstance has arisen which in DBS's opinion (i) may be prejudicial, impractical or may lead to a material increase of cost for DBS or for the maintenance of your Investment Account or any Investment Product or Transaction, or (ii) may adversely affect or prejudice your ability to perform, or the actual performance of, your obligations under the Customer Agreement or such that it would be contrary to prudent banking practice to allow any of your obligations to remain outstanding or incur any new obligation to you or for your account;

- (k) Change in law – There is or may be, in DBS's opinion or belief, a change in or adoption of a new law, regulation or policy or in its interpretation or administration or in the requirements, guidance or policy of any monetary, fiscal or other competent authority in or affecting the law, regulation or policy of any jurisdiction, which might, in any such case, result in an increase in the cost to DBS of providing the Services, maintaining your Investment Account or Investment Product or having any Transaction outstanding or have an adverse effect on the ability of:
  - (i) you or DBS to make or receive any payment or delivery under the Customer Agreement or any Investment Product or Transaction; or
  - (ii) any party to any hedging transaction entered into in connection with DBS's hedging of any Transaction to make or receive any payment or delivery under that hedging transaction; or
- (l) Failure to notify Event of Default – You fail to notify DBS in writing immediately after you become aware of the occurrence of, or the impending or threatened occurrence of, any event referred to in the foregoing paragraphs of this Clause 24(2).

## 25. Termination

- (1) DBS may close any of your Investment Accounts at any time (without giving any reason) by giving you reasonable notice.
- (2) You may close any of your Investment Accounts at any time prior to the occurrence of a Termination Event or an Event of Default, by giving reasonable notice in writing to DBS.
- (3) If a Termination Event or an Event of Default has occurred or you or DBS have given notice to close any of your Investment Accounts, DBS may at any time and without prior notice to you do all or some of the following:
  - (a) terminate the Customer Agreement whereupon all outstanding liabilities owing by you to DBS will become immediately due and payable, including overdrawn amounts (if any), interest, costs, expenses, commission and any other charges you owe to DBS;
  - (b) terminate early and closeout any or all outstanding Transactions;
  - (c) determine all amounts payable under Transactions (including losses or costs or gains under terminated (closed-out) Transactions) in its sole and absolute discretion (taking into consideration all information which DBS may consider relevant and taking into account the cost of initiating, replacing or terminating any hedge arrangement);
  - (d) set off pursuant to Clause 10 of this Section A of these Consolidated Terms the obligations of each party to pay an amount to the other party under the Transactions and determine a single net sum amount payable in respect thereof;
  - (e) sell any or all of your property or collateral which DBS holds (including any assets held in any Investment Account) and apply the sale proceeds (after deduction of costs) towards discharge of your liabilities;
  - (f) convert any amount payable by you in one currency into another currency at the Exchange Rate;
  - (g) terminate the Services and/or close all accounts; and
  - (h) take any other action DBS considers appropriate to mitigate or limit its potential loss from any Termination Event or Event of Default or the closing of any Investment Accounts.

- (4) In addition to the rights of DBS under Clause 25(3) above, upon and following the occurrence of a Termination Event or an Event of Default or the giving of notice by you or DBS to close any of your Investment Accounts, DBS shall:
- (a) be entitled to ignore any Instructions in respect of any Investment Account, Investment Product and/or Transaction (as the case may be) until such time as DBS shall (in its sole and absolute discretion) be satisfied that it is properly and lawfully instructed, approved or authorised, by any appropriate party or authority, to release or otherwise deal with the Investment Account, Investment Product and/or Transaction (as the case may be), **provided that** pending such satisfaction DBS may, in its sole and absolute discretion and on such terms as DBS may require, continue to accept Instructions;
  - (b) on the closure of any Investment Account that shall be in credit, pay you the balance (after exercising its rights under the Customer Agreement, including under Clause 25(3) above, and deducting any amount you owe DBS) by posting a cashier's order or a banker's draft for the balance to your last notified mailing address or in any other manner DBS deems fit, and DBS shall not be liable to you for any interest on any unclaimed balance on any closed Investment Account;
  - (c) on the termination (close-out) of any Currency Linked Investment or SIP, pay you the net amount (if any) determined by DBS to be payable to you in respect thereof, such payment to be made in such manner and in such currency as DBS may notify to you; and
  - (d) not be liable for (and you shall not hold DBS responsible for) any loss, expense, damage, liability or other consequence which you may suffer or incur by reason of the exercise by DBS of any of its rights under Clause 25(3) above.

**26. Severability**

Each of the provisions of these Consolidated Terms is severable and distinct from the others and, if at any time one or more of such provisions is or becomes illegal, invalid or unenforceable in any respect under the laws of any jurisdiction, the legality, validity or enforceability of the remaining provisions shall be unaffected.

**27. No waiver**

No act or omission by DBS pursuant to these Consolidated Terms shall affect DBS's rights, powers and remedies thereunder or any further or other exercise of such rights, powers or remedies.

**28. Recording**

DBS may (but is not obliged to) record communications between you and DBS. You consent to such recording by DBS, which DBS shall be entitled to produce as evidence of the contents of the communications in any dispute.

**29. Legal advice**

DBS may seek, at your cost, and act on, advice given by any lawyer, accountant or other professional adviser and shall not incur any liability by acting upon such advice.

**30. Product specifications, offering document**

If any of the Services relates to derivatives products, including options, DBS shall provide you with any prospectus or other offering document covering such products upon your request.

**31. Miscellaneous**

- (1) Survival of Obligations – The obligations of the parties under the Customer Agreement will survive the termination of any Transaction.
- (2) Cumulative Remedies – The rights and remedies provided in the Customer Agreement are cumulative and not exclusive of any rights and remedies provided by law.

- (3) Inconsistency – If there is any inconsistency among these Consolidated Terms, the terms in the Term Sheet, the Order Form and the Confirmation, the order of precedence shall (in the absence of manifest error) be as follows:
- (a) Confirmation;
  - (b) Order Form;
  - (c) Term Sheet; and
  - (d) Consolidated Terms.

**32. Governing law and jurisdiction**

- (1) The Consolidated Terms, any Investment Account and the Transactions will be governed by the laws of Hong Kong.
- (2) With respect to any suit, action or proceedings relating to the Customer Agreement ("**Proceedings**") and for the sole benefit of DBS, you irrevocably:
- (a) submit to the non-exclusive jurisdiction of the courts of Hong Kong; and
  - (b) waive (i) any objection which you may have at any time to the venue of any Proceedings brought in any such court; (ii) any claim that such Proceedings have been brought in an inconvenient forum; and (iii) the right to object, with respect to such Proceedings, that such court does not have jurisdiction over you.

Nothing in the Customer Agreement precludes DBS from bringing Proceedings in any other jurisdiction nor will the bringing of Proceedings in any one or more jurisdictions preclude the bringing of Proceedings in any other jurisdiction.

**33. Interpretation**

These Consolidated Terms and all other contractual agreements are only available in English. You acknowledge and agree to receive these Consolidated Terms and all other contractual agreements in English, being the agreed language for communication between you and us.

綜合條款及所有其它合同約定僅提供英文版本。閣下確認及同意收取綜合條款及所有其它合同約定的英文版本，亦英文為閣下與本公司之間同意使用的通訊語言。



## B. Investment Fund Account

This Section B will apply if you use the Investment Fund Service.

### 1. Services

- (1) You request and authorise DBS to open one or more Investment Fund Accounts which shall be maintained and operated subject to and in accordance with Section A and this Section B.
- (2) You request and authorise DBS to subscribe for Units, effect switching between Schemes, redeem or otherwise dispose of Units and provide other services in connection with Units and Schemes, in each case in accordance with Instructions. Units shall be registered in the name of DBS's nominee (the "**Nominee**") unless otherwise agreed by you and DBS.
- (3) DBS may at its discretion specify the Schemes which are available for the purposes of the Investment Fund Services. DBS may add to, reduce or otherwise change the list of available Schemes without prior notice to you.
- (4) For the purpose of Clauses 1(1), 1(2) and 1(3) of this Section B, DBS may (but is not obliged to) provide all or any of the following services to you:
  - (a) making applications on your behalf to the relevant Fund Manager for subscription, switching, redemption and/or other disposal of Units in accordance with Instructions following receipt of any funds required for the transaction;
  - (b) without prejudice to the generality of paragraph (a) above, offering monthly investment plan or other products relating to Units and/or Schemes subject to such terms and conditions as DBS may from time to time prescribe;
  - (c) transmitting to the relevant Fund Manager or its authorised representatives the relevant application forms signed by you, subscription proceeds and/or other requisite materials and documents in connection with the application;
  - (d) holding or arranging for the Units to which you are entitled to be held in safe custody and registering such Units in such name(s) as it shall think fit and, where appropriate, in your name or the name of the Nominee in compliance with all applicable laws and regulations. In this connection, DBS shall procure that the Nominee shall record and hold in a separate account in its books all Units received and held by it from time to time for your account and shall arrange for all Units to be held in safe custody in such manner as DBS may in its absolute discretion determine. For operational ease and efficiency, the Nominee shall be entitled, without any prior notice to you and without any liability on the part of the Nominee or DBS, to round down the number of Units held by it for your account in its books to the number of decimal places specified for the relevant Scheme by the relevant Fund Manager or administrator;
  - (e) dealing with the proceeds from redemption or other disposal of Units in accordance with Instructions;
  - (f) delivering to you or to your order the documents of title and any other instruments relating to any Units to which you are entitled in accordance with Instructions at your risk;
  - (g) requesting, collecting, receiving and making payments or distributions attributable to any Units to which you are entitled;
  - (h) entering into any Customer Agreement or instrument in relation to Units and/or Schemes on your behalf in each case in accordance with Instructions;
  - (i) providing ancillary and incidental services; and
  - (j) providing such other services as you and DBS may from time to time agree.
- (5) DBS shall be entitled (but not obliged), without prior notice to or consent from you, to take such steps as it may consider appropriate to enable it to provide the Investment Fund Service, including, without limitation, the following:

- (a) to comply with any law or regulation of any competent authority, Government Authority, exchange or body (whether or not having the force of law) requiring DBS to take or refrain from action (including requiring DBS to provide identity details and/or other information relating to you and/or the Investment Fund Account);
  - (b) on your behalf, to withhold and/or to make payment of any taxes, duties or levies payable on or in respect of the Units to which you are entitled;
  - (c) to combine your orders with orders of other persons (including other customers or employees of DBS), and DBS may allocate Units, redemption proceeds, distributions, dividends and other payments in such manner as DBS considers appropriate subject to all applicable laws, rules and regulations;
  - (d) subject to any specific Instructions to the contrary received by DBS, to reinvest any dividends payable on Units to which you are entitled by subscribing for Units in any Scheme at DBS's discretion or in such other manner as DBS may consider appropriate;
  - (e) where Units to which you are entitled are registered in the name of DBS or the Nominees (but not otherwise), to refrain from sending you any proxies, prospectuses, annual reports, updates, financial statements or other information relating to the relevant Scheme(s). DBS may decide in its sole and absolute discretion whether to give or withhold giving approval to voting on any notice or document which requires approval in writing or at a meeting of investors of any relevant Scheme. Any proxies, notices, communications and information will be supplied to you on request. DBS is not obliged to act as your proxy, attend meetings or vote in any meetings in accordance with instructions or take any other action in relation to such information, notices or communications unless such proxies or instructions are received by DBS in time for such actions to be taken; and, in the absence such proxies or instructions or if such proxies or instructions are delayed, DBS may act or refrain from acting as it may deem expedient;
  - (f) to co-mingle the Units to which you are entitled with the property of other persons;
  - (g) to return to you Units which may not have the same serial number or identification as those originally deposited with or received by DBS;
  - (h) to act (at your cost) on the opinion or advice of its legal advisers, accountants, brokers or other professional advisers but without liability for any acts or omissions on their part;
  - (i) to return to you any of the Units to which you are entitled without giving any reason or prior notice;
  - (j) upon termination of the Investment Fund Account and/or the Investment Fund Service for any reason and in the absence of instructions to dispose of the Units in the Investment Fund Account, or at DBS's discretion to continue to hold the Units (but DBS shall no longer be required to provide the Investment Fund Service or perform any obligation under this Section B);
  - (k) to participate in and comply with the regulations of any organisation which regulates the conduct of banking and/or securities business and any system which provides central clearing, settlement, custodian, depository and similar facilities for banks and/or in respect of securities but, in each case, without liability for any acts or omissions on the part of the operator or manager of any such organisation or system; and
  - (l) generally to do all acts and things which are necessary for or incidental to the provision of the Investment Fund Service.
- (6) You and DBS shall notify each other in the event of any material change to the information provided in connection with or pursuant to this Section B.
- (7) DBS (on your behalf) may instruct the Nominee to perform the following services in accordance with and subject to the terms of this Section B:
- (a) to hold all Units purchased by you in the name of the Nominee;

- (b) to redeem Units and pay the redemption proceeds to you;
- (c) to transfer Units into your own name or as directed by you; and
- (d) to take such steps as it may consider expedient or necessary to enable it to provide a nominee service and to perform the services referred to in the foregoing paragraphs (a) to (c).

No other obligations or duties (whether expressed or implied) are or will be assumed by the Nominee unless otherwise specifically agreed in writing; and the Nominee shall be entitled to refuse to perform any of the above-mentioned services, if in its opinion there are reasonable grounds for such refusal.

- (8) Subject to any right accruing to DBS by law or expressly provided by the Customer Agreement, DBS will not, without your specific authority, deposit any Units to which you are entitled as collateral for any loan or advance by DBS or lend or otherwise part with the control of such Units for any purpose.

## 2. **Joint name accounts**

Notwithstanding Clause 9(1)(f) of Section A, in relation to any Investment Fund Account in joint names, any instruction for a transfer out of any Unit (including a transfer to an external agent or other Investment Account within DBS) must be duly given by ALL account holders.

## 3. **Customer acknowledgements**

- (1) You acknowledge and agree that:
  - (a) DBS has no authority to accept any application for subscription, switching, redemption or other disposal of Units for and on behalf of any Fund Manager;
  - (b) receipt of application forms and the requisite payment and other materials by DBS shall not amount to acceptance of the applications by the relevant Fund Manager;
  - (c) all Instructions and the resulting dealings, transactions and payment in relation to the subscription, switching, redemption or other disposal of Units shall be subject to the Offering Documents and the Dealing Procedures;
  - (d) DBS is entitled, without consulting you, either to ignore any Instruction which fails to comply with the Offering Documents or the Dealing Procedures or to execute such Instruction with such modifications or changes as may be necessary to comply with the same;
  - (e) where there is any conflict in respect of a procedural matter between the Offering Documents and the Dealing Procedures, the Dealing Procedures shall prevail;
  - (f) you shall provide DBS with such information, materials and documents as DBS may require to effect an Instruction;
  - (g) you shall ensure that the information provided to DBS and in application forms is complete and accurate in all respects (and DBS shall be under no obligation to verify the completeness and accuracy of such information and accepts no liability for any loss or damage arising as a result of any error or omission in completing any application form unless due to the negligence or wilful default of DBS or its officers or employees and then only to the extent of direct and reasonably foreseeable loss and damage (if any) arising directly and solely therefrom);
  - (h) any application to subscribe, switch, redeem or otherwise dispose of Units must be accompanied by the requisite payment in available funds, the requisite unit certificate (if required) and any other necessary materials and documents;
  - (i) any application for Unit(s) must be submitted to DBS by the relevant cut-off time prescribed in the relevant Scheme's explanatory memorandum or otherwise notified to you by DBS. Without limiting the generality of the foregoing, any application received by DBS on a Business Day after the prescribed cut-off time shall be processed by DBS on the next Business Day on which such applications may be accepted under the Scheme in accordance with or as permitted by the rules of the Scheme;

- (j) the actual bid and offer prices of any Transaction will be determined at the time when such Transaction is effected and any figures which may be quoted by DBS or its representatives at any time are indicative only;
  - (k) DBS shall be entitled to disclose to any Government Authority, statutory or public authority and/or other competent regulator the details of any Transaction effected by or through DBS under the Investment Fund Service;
  - (l) DBS may deal in Units for its own account or for the account of its other customers;
  - (m) in executing instructions, DBS may effect transactions as principal with you and may effect transactions in which DBS has, directly or indirectly, a material interest or a potential conflict with your position. DBS shall ensure that such transactions are effected on terms which are not less favourable in substance to you than if DBS had not traded as principal or if the material interest or potential conflict had not existed. DBS shall be entitled to retain for its benefit any profit, commission, remuneration and/or other benefit made or received from or by reason of such transactions and/or any connected transactions and shall not be liable to account for them to you;
  - (n) DBS is authorised to enter into any transaction with any other member of the DBS Group, and DBS may be interested in any transaction and shall not be accountable to you for any profit or benefit arising therefrom;
  - (o) DBS may have banking or other financial relationships with the Fund Manager or the issuer of any Scheme;
  - (p) any other member of the DBS Group may be the Fund Manager or the issuer of any Scheme; and
  - (q) in providing the Investment Fund Service to you, DBS shall act as your agent and shall not act as principal in relation to any Transaction effected by it on your behalf unless DBS indicates (in the contract note, Confirmation or advice for the relevant transaction or otherwise) that DBS is acting as principal.
- (2) You agree and confirm that DBS shall be entitled to disclose to any Fund Manager, at its request, your personal information in connection with any Transaction or proposed Transaction.

#### 4. **Investment Fund Savings Plan**

- (1) This Clause 4 applies if you invest in the Investment Fund Savings Plan.

(2) **Scope**

The Investment Fund Savings Plan, if applicable, will be offered by DBS subject to Section A and this Section B.

(3) **Monthly Contributions**

- (a) You shall make Monthly Contributions to the Plan and direct and authorise DBS to use the Monthly Contributions to subscribe for Units in the Schemes selected by you for the Plan.
- (b) DBS is entitled to prescribe from time to time any minimum or maximum amount (whether in respect of the Plan or any particular Scheme) of initial contribution to be made by you to the Plan and each Monthly Contribution.
- (c) The initial contribution shall be made in the currency of the Scheme on such date and by such means as you and DBS may agree. Unless otherwise specified by DBS, all Monthly Contributions shall be made in Hong Kong Dollars by direct debit to the Settlement Account, which must be denominated in Hong Kong Dollars.
- (d) The Monthly Contributions shall be debited from the Settlement Account on each Debit Date.
- (e) If any Debit Date is not a Business Day, the relevant Monthly Contribution will be debited on the next Business Day, unless the Debit Date is a Saturday or a Sunday

which falls on month end, in which case the relevant Monthly Contribution will be debited on the preceding Business Day or the preceding Dealing Day.

(4) **Direct debit arrangements**

- (a) You shall make the necessary direct debit arrangement regarding the Settlement Account for the purpose of the Plan.
- (b) You represent and warrant that you are the beneficial owner of the funds in each Settlement Account and have full authority to dispose of them free from any encumbrances or third party rights.
- (c) DBS shall not be under any duty to subscribe for Units on your behalf unless DBS has actually received the relevant Monthly Contribution in cleared funds.
- (d) **Notwithstanding paragraph (c) above, if DBS subscribes for Units on your behalf and the relevant Monthly Contribution is not received in cleared funds for any reason other than DBS's negligence or wilful default, DBS shall be entitled to be reimbursed by you (together with any interest charged) on demand. If you fail to so reimburse DBS, DBS shall be entitled at any time without prior notice to or consent from you to sell or redeem the Units subscribed at such price and in such manner as DBS considers appropriate and apply the net proceeds (that is after deduction of reasonable charges and expenses) to satisfy your liability to reimburse DBS and you shall remain liable to pay any shortfall.**
- (e) You shall be responsible for all costs, fees, charges, interest and expenses which may be imposed by DBS in relation to the direct debit arrangement regarding the Settlement Account.

(5) **Selection of Schemes**

You may include in the Plan such Schemes as you wish to select from the Schemes made available by DBS for the purpose of the Plan, from time to time, subject to any minimum or maximum number of Schemes that may be so included as DBS may prescribe. You are solely responsible for making the selection and DBS shall have no responsibility or liability for the selection or the performance of the Scheme(s) selected.

(6) **Investment of Monthly Contributions**

- (a) DBS shall use any Monthly Contribution actually received by it to subscribe for Units in the Scheme(s) selected by you for the Plan and, if applicable, in such proportion as you may have specified to DBS.
- (b) DBS will normally subscribe on your behalf for Units in a Scheme on the Business Day (the "**Subscription Date**") which falls such number of Business Days after the Debit Date as may be specified by DBS to you for that Scheme for that purpose. If the Subscription Date is not a Dealing Day, the relevant subscription will be made on the next Dealing Day.
- (c) No interest will be payable by DBS on any Monthly Contribution for the period between its Debit Date and its Subscription Date.

(7) **Change of Customer's Instructions**

- (a) Subject to paragraphs (b) and (c) below, you may:
  - (i) vary the Scheme covered by the Plan;
  - (ii) vary the amount of Monthly Contributions to the Plan or to any particular Scheme covered by the Plan; and/or
  - (iii) make any other variation as you and DBS may agree from time to time.
- (b) You must give at least seven Business Days' prior written notice to DBS in such form as DBS may prescribe for making any variation.

- (c) DBS shall be entitled to prescribe any minimum or maximum amount applicable to any variation or type of variation.
- (d) You must make any necessary adjustment to the direct debit arrangement to enable DBS to implement the variation requested by you.

(8) **Reinvestment**

Subject to any instructions to the contrary, DBS shall reinvest any distributions, dividends and other payments actually paid on the Units of any Scheme comprised in the Plan by subscribing for further Units in the same Scheme.

(9) **Redemption and switching**

You may instruct DBS to effect any redemption and/or switching of the Units comprised in the Plan subject to (a) any fees payable upon any redemption and/or switching and (b) such minimum or maximum amount as DBS may prescribe from time to time including, without limitation, any amount in respect of the value of the Units redeemed or switched or the value of the Units remaining in the Plan after redemption or switching.

(10) **Termination of the Plan**

- (a) You may terminate the Plan at any time by giving to DBS at least seven Business Days' prior written notice.
- (b) DBS shall be entitled to terminate the Plan at any time if:
  - (i) you fail to make two consecutive Monthly Contributions;
  - (ii) the direct debit arrangement for the purpose of the Plan is cancelled or becomes ineffective for any reason; or
  - (iii) the Investment Fund Account is suspended or closed for any reason.
- (c) Subject to any Instructions to the contrary, all Units in the Plan at the time of termination of the Plan shall remain in the Investment Fund Account after termination; except where the Investment Fund Account is closed, in which case Clause 1(5)(j) of this Section B shall apply.

## C. Securities Account

This Section C will apply if:

- (1) you use the Securities trading Service pursuant to which Securities dealing is provided;
- (2) you maintain any Securities Account;
- (3) you purchase any certificate of deposit from DBS; and/or
- (4) you purchase any Structured Investment Product from DBS (unless it is specified in the Offering Documents in respect of such Structured Investment Product or notified to you by DBS that such Structured Investment Product will not be held in your Securities Account).

### 1. Services

- (1) You request and authorise DBS to open one or more Securities Account(s) which will be maintained and operated subject to and in accordance with Section A and this Section C.
- (2) DBS may provide all or any of the following services to you in connection with Securities:

- (a) in accordance with an Instruction received:
  - (i) to purchase or subscribe for Securities or other investments following receipt of the funds required for such purpose;
  - (ii) to sell or otherwise dispose of Securities and to deal with the proceeds and to enter into any agreement or instrument on your behalf in connection with Securities; and/or
  - (iii) to deliver the Securities, the documents of title and any other instruments relating to Securities to you or to your order;
- (b) to hold or arrange for Securities to be held in safe custody and to register Securities in your name or that of the Nominee subject to compliance with all applicable laws and regulations;
- (c) to hold Securities which are not fully paid, subject to such conditions as DBS may decide;
- (d) to request, collect, receive and make payments or distributions attributable to Securities arising from any call, subscription, offer, acquisition, ownership, exchange, conversion, redemption, disposal or other dealing and to take any action as regards any merger, consolidation, reorganisation, receivership, bankruptcy or insolvency proceedings, compromise or arrangement as DBS may decide; and
- (e) to provide such other services as DBS may from time to time offer and which you accept or request,

in each case at your risk. DBS reserves the right to reject Securities for deposit without giving any reason or prior notice.

- (3) DBS will deliver to you, within the time limit prescribed by law, a combined advice in respect of the relevant Investment Account in respect of all contracts for the purchase, sale or exchange of Securities effected on your behalf, together with the debit for the related transaction charges. **You shall, upon receipt of such combined advice, have a duty to examine the same and to give immediate notice to DBS if you consider that any details stated therein are incorrect in any respect. If DBS does not receive any notice from you within the period stipulated in the combined advice for this purpose or within 90 days of delivery of the combined advice (whichever is longer), you shall be deemed to have accepted all the transaction details therein contained as true and accurate in all respects.**

### 2. Applicable rules and regulations

Each Transaction shall be subject to the constitution, rules, regulations, customs, usages, rulings and interpretations from time to time in force of the Exchange, the relevant Clearing House through which

the Transaction is conducted and any other authority having jurisdiction and to the applicable laws and regulations in Hong Kong or in any other jurisdiction so that:

- (1) in the event of any conflict between (a) any provision of these Consolidated Terms and (b) any such constitution, rules, regulations, customs, usages, rulings, interpretations, laws and regulations, the relevant provision of these Consolidated Terms shall be deemed to be modified or rescinded to the extent necessary to secure compliance; and
- (2) DBS may take or omit to take any action which it determines to be necessary in order to ensure compliance with the same, which shall bind you, who shall at all times ensure your compliance with the same.

### 3. Fees and exchange levies

**Every transaction executed by DBS for you on any Exchange shall be subject to levies which such Exchange may from time to time impose and DBS is authorised to collect any such levies from the Settlement Account. The rules of such Exchange and the Clearing House (including those relating to trading and settlement) shall be binding upon both you and DBS.**

### 4. Title to Securities

- (1) You represent and warrant as of the date of accepting these Consolidated Terms and each date a Transaction is entered into that all Securities are held exclusively by you with absolute and unencumbered title, that you are investing on your own account only and no one else has any interest in the Securities Account or any Securities held.
- (2) You shall on request provide details in writing to DBS, its broker(s) and/or other agent(s) and/or any Government Authority or regulatory bodies, of the person(s) originating any Instruction as soon as possible but in any case within one Business Day or any other period as required by the relevant Government Authority or regulatory body having jurisdiction (including HKEx and the Securities and Futures Commission), whether or not the requirement has the force of law; and you consent to DBS making such disclosures in respect of you and/or any Instruction, to any such person or body.
- (3) Subject to any right accruing to DBS by law or expressly provided under the Customer Agreement, DBS will not, without your specific authority, deposit any Securities to which you are entitled as collateral for loans or advances by DBS or lend or otherwise part with the control of such Securities for any purpose.

### 5. Other Services

- (1) DBS shall be entitled (but not obliged), without prior notice to or consent from you, to take such steps as it may determine to be expedient to enable it to provide the Services and exercise its powers under these Consolidated Terms including, without limitation, the following:
  - (a) to comply with any law or regulation requiring DBS to take or refrain from action including on your behalf of, to withhold and/or to make payment of any taxes or duties payable on or in respect of, Securities;
  - (b) to comply with all disclosure requests, rules and regulatory requirements of any Exchange, Clearing House or other securities industry organisation or any Government Authority;
  - (c) where Securities are registered in the name of the Nominee (but not otherwise), to notify you of notices and other communications received in relation to such Securities (but DBS shall be under no obligation to forward the same to you in sufficient time for instructions to be given to DBS with regard to any matters referred to therein nor to take any other action except in accordance with Instructions from you and subject to such conditions as DBS may determine) and, in the absence of instructions or in the case of delay in DBS receiving instructions, to act or refrain from acting as DBS in its discretion sees fit;
  - (d) in accordance with Instructions received, to subscribe, take up or otherwise dispose of such rights or new issues in relation to Securities, which actions shall be binding on you;



- (e) to surrender any Securities against receipt of the moneys payable upon maturity or on redemption of any Securities if called prior to maturity;
  - (f) to act on the advice of its legal advisers, accountants, brokers or other professional advisers; and
  - (g) generally to do all acts and things which are reasonably necessary for or incidental to the provision of the Services.
- (2) When you purchase any Securities, DBS and the Nominee may act as agent or as principal (i.e. as your counterparty), or as both agent and principal unless it is unambiguously clear from the terms of the accepted order or the Rules of an Exchange that DBS or the Nominee shall act in a specific capacity. In addition, in certain circumstances and in respect of the Structured Investment Products, DBS and the Nominee may purchase such Structured Investment Products as principal for on-sale to you as a principal whereby you will bear the risk of any failure by the third-party issuer or counterparty to meet its obligations under any such Structured Investment Products.
- (3) If the Rules of an Exchange require DBS and the Nominee to act as agent because DBS or the Nominee cannot deal as principal on that Exchange, then you undertake to sign and deliver to DBS any further documentation that DBS may require.

## 6. Nominee

- (1) You authorise DBS to hold any Securities on your behalf in your own name or through the Nominee. The Nominee shall have all requisite powers and authorities to carry out any nominee duties (as from time to time determined by DBS) including, without limitation:
- (a) to request payment of and receive all interest, dividends and other payments or distributions in respect of the Securities;
  - (b) to complete and deliver any document, application or other instrument in connection with the Securities;
  - (c) at its discretion to comply with any existing or future laws or regulations in respect of any of the Securities or the holder thereof; and
  - (d) to hold, dispose of or otherwise deal in Securities on your instructions (and the Nominee may require such instructions to be in writing or in any form satisfactory to it).
- (2) The Nominee shall have no duty or responsibility in respect of proxies received by it in respect of the Securities and/or for sending any proxies or giving any notice of the receipt of such proxies to you.
- (3) The Nominee may retain or deal with the Securities in accordance with the provisions of any charge or mortgage to secure the payment of any amount owing from you to DBS, including fees, charges and expenses, as from time to time directed by DBS.
- (4) You shall perform such acts and sign and execute all such agreements, proxies, authorities or documents whatsoever as may from time to time be required by the Nominee for the performance or implementation of these Consolidated Terms and all other applicable terms and conditions.
- (5) The Nominee (with full power to delegate) is hereby irrevocably authorised, for all of the foregoing purposes, with power to sign and execute all documents and perform all acts in your name and on your behalf or as otherwise required.
- (6) **You shall indemnify the Nominee on demand in respect of all expenses, losses, liabilities, claims and demands arising out of its holding your Securities or anything lawfully done in good faith hereunder.**

## 7. Fungibility of Securities

Securities traded and/or deposited and/or held through CCASS or any other Clearing House which are returned to you may not have the same serial number or identification as those originally deposited or received by DBS.

**8. Transaction limit**

DBS reserves the right to impose a transaction limit for trading of Securities from time to time at its discretion.

**9. Customer's accounts**

In connection with Securities Account transactions, DBS is authorised to:

- (1) pay all dividends or other distributions or benefits accrued in respect of Securities deposited with DBS, to such Settlement Account and/or Securities Account as DBS may determine or agree with you;
- (2) credit proceeds of a transaction to, and debit all payments, costs and other amounts arising as a result of a transaction (on such date as DBS may determine for the purpose of effecting such transaction) from, such Settlement Account as DBS may determine or agree with you;
- (3) credit any Securities purchased on your behalf to, and withdraw any Securities pursuant to or as a result of a Transaction (on such date as DBS may determine for the purpose of effecting such Transaction) from, the Securities Account unless DBS has received contrary Instructions;
- (4) not execute an Instruction, if there are insufficient funds or pre-arranged credit is not available in the relevant Settlement Account. DBS may, however, at its discretion act on such Instruction without the approval of or without giving prior notice to you; and
- (5) place order(s) or enter into transaction(s) at its discretion to set-off any order which has been placed or entered into, for the purpose of effecting an Instruction which is subsequently not effected due to insufficiency of funds/Securities in your Settlement Account and/or Securities Account. Any resulting loss shall be borne by you. DBS's notification in writing as to such loss shall in the absence of manifest error be conclusive and binding.

**10. Scope of DBS's responsibility**

- (1) DBS shall exercise the due care of a professional custodian for hire.
- (2) DBS shall be under no duty to take or omit to take any action with respect to the Securities or for your benefit except in accordance with these Consolidated Terms.
- (3) DBS shall as soon as reasonably practicable account to you for all dividends, interest payments or other entitlements accruing to you in relation to the Securities.
- (4) DBS shall be under no duty or obligation to insure the Securities for you against any risk (including, without prejudice to the generality of the foregoing, the risk of loss, damage, destruction or mis-delivery) to the Securities or any part thereof howsoever caused.
- (5) DBS shall have no duty to make or take (or require the Nominee or Settlement System to make or take) any special arrangements or precautions beyond those currently made or taken by DBS, the relevant Nominee or Settlement System for the safekeeping of the Securities.
- (6) Except where required by relevant law or regulation, DBS shall have no duty to make any special enquiries as to the safekeeping arrangements or the collection, delivery or transfer procedures of any Nominee, any other custodian or Settlement System, or to take local legal advice in connection therewith.
- (7) DBS will use reasonable endeavours to forward to you any information which DBS receives in connection with the Securities regarding: any matters in respect of which voting rights arise, calls for redemption, grants or expirations of conversion rights, takeovers, grants or expirations of subscription rights, mergers, offers, consolidations, reorganisations and capitalisations or any other corporate actions, or any other administrative or supervisory matters affecting the Securities (but DBS shall be under no obligation to forward the same to you in sufficient time for instructions to be given to DBS with regard to any matters referred to therein not to take any other action except in accordance with Instructions from you and subject to such conditions as DBS may determine) and, in the absence of instructions or in the case of delay in DBS receiving instructions, to act or refrain from acting as DBS in its discretion sees fit. DBS will not forward to you any other information relating to the Securities other than as specified in this Clause 10(7).

- (8) DBS will not exercise any voting rights in respect of the Securities. If so requested in Instructions, DBS will use reasonable endeavours to forward to you or as you may direct proxy and other voting forms or take such other reasonable steps as may enable you or your nominee to exercise such rights. In the absence of Instructions regarding voting rights, DBS may destroy proxy and other voting forms received in respect of the Securities. DBS will not take any action in relation to the matters described in this Clause 10(8) except in accordance with Instructions.
- (9) Notices sent to you in accordance with Clause 10(7) of this Section C may have been obtained from sources which DBS does not control and may have been translated or summarised. DBS is not providing any service of verification of the information contained in such notices, or the faithfulness of any translation or summary, and has no responsibility in relation to the accuracy or completeness of such information.
- (10) You shall be responsible for all filings, tax returns and reports on any transactions undertaken or settled pursuant to these Consolidated Terms which must be made to any relevant Government Authority, and for the payment of all unpaid calls, taxes (including any value added tax), imposts, levies or duties, or any other liability or payment arising out of or in connection with the Securities.
- (11) You shall be responsible for all your reporting and disclosure requirements under any laws or regulations applicable to you, including the Securities and Futures Ordinance and its subsidiary legislation.

#### 11. Right of disposal upon default

- (1) DBS may without notice to you, in such manner as DBS sees fit, sell or realise any or all Securities or other property held in the Securities Account, cancel any open orders for the purchase or sale of Securities or other property or realise any collateral deposited with DBS at any time upon the occurrence of any of the following:
  - (a) you fail to deliver scrip, pay for or accept delivery of Securities purchased;
  - (b) you fail to pay DBS any amount due or owing, on demand, or to comply with any other obligations you owe to DBS;
  - (c) you breach any by-law, rule or regulation of the Exchange; or
  - (d) you are subject to any winding-up or any analogous proceedings or a receiver or liquidator is appointed to you of any of your property or your business or any arrangement or composition is made with your creditors generally.
- (2) If DBS exercises the above rights, any sales proceeds may be applied:
  - (a) first, in payment of all costs and expenses incurred by DBS in connection therewith;
  - (b) second, in settlement of any of your liabilities that you may owe to DBS; and
  - (c) third, in the payment of the balance (if any) to you,

**provided always that, if such proceeds are insufficient to discharge such liabilities in full, you shall on demand and (notwithstanding that the payment date or other date originally stipulated for settlement may not then have arrived) pay DBS and indemnify and hold DBS harmless against any shortfall arising therefrom or in the Settlement Account together with interest thereon and all reasonable professional costs and expenses (including reasonable legal and other professional advisers' fees) reasonably incurred by DBS.**

#### 12. Market data

You understand and agree that:

- (1) the market data and information available through the Securities trading Services are provided to DBS by each participating Securities Exchange or association or agent (which disseminates such data and information) with assertion of a proprietary interest in such data and information;

- (2) none of DBS, the Mobile Service Provider and any disseminating party guarantees the timeliness, sequence, accuracy or completeness of market data or any other market information or shall be liable in any way for any loss or damage arising from or caused by any inaccuracy, error or delay in or omission from any such information, data or message, or the transmission or delivery of the same or for any non-performance or interruption of any such information, message or data, or for any other consequence beyond the reasonable control of any such party;
- (3) you shall use all such data, information and real-time quotes for your personal use and reference only, and these must not be reproduced, duplicated, re-sold, licensed, sub-listed or transmitted or framed on a third party website or otherwise used for commercial purposes, and you shall not furnish such data to any other person or entity for any of these purposes; and
- (4) information related to Securities trading that is quoted by the DBS phone banking Service may not be reflective of current market prices. The actual buy and/or sell price for any transaction will be determined at the time when such transaction is effected. DBS and DBS Personnel shall have no liability whatsoever in respect of any such variation.

### 13. Limitations on liability

- (1) **DBS gives no representation, assurance or guarantee as to any investment outcome or any gains or profitability to you and shall not be liable for any loss or diminution in the value of the Securities save and except direct and reasonably foreseeable loss and damage (if any) arising directly and solely from any negligence or wilful default of DBS.**
- (2) You understand and accept that the internet, electronic and mobile telecommunication channels are subject to inherent technological deficiencies, network traffic congestion and other extraneous factors beyond DBS's reasonable control. For these reasons, internet, electronic and mobile telecommunications are not always reliable means of communication. **You acknowledge and agree that, as a result of any of the above factors, there may be failure or delays in DBS's receipt of Instructions and consequential failure or delays in the execution of Instructions, and/or the execution of Instructions at prices different from those prevailing at the time the Instructions were given.** Such failure or delays are more likely when there are high volumes of instructions on the internet or electronic banking service and when the markets show greater volatility. You further acknowledge and agree that there are risks of interception of Instructions and that such risks shall be borne by you (save only where another party is lawfully responsible). **You acknowledge and agree that it is not usually possible to cancel an Instruction after it has been given.**
- (3) In jurisdictions restricting foreign ownership of securities, DBS shall have no duty to ascertain the nationality of the owner of the Securities or that the Securities deposited are approved for foreign ownership unless specifically instructed by you and in circumstances where DBS accepts such instructions.
- (4) DBS shall not be liable for any expense, loss or damage ("**Loss**") suffered by you as a result of the acts or omissions, or insolvency, of (a) any Nominee, except where the Nominee is a branch or subsidiary of DBS and such Loss is a direct result of an act or omission of such Nominee which is regarded by the law of the place where the Nominee provides its services as negligence or wilful default of such Nominee or (b) any third party custodian, regardless of whether such custodian is an Affiliate of DBS.
- (5) DBS shall in no circumstances be liable for the acts, omissions or insolvency of any Settlement System.
- (6) DBS is not providing any service of, and accepts no liability for any Loss resulting from the absence of, the monitoring or cross-checking of:
  - (a) any act, omission or insolvency of any third party (other than a Nominee to the extent set out in Clause 13(4) of this Section C);
  - (b) the completeness or accuracy of any notices forwarded by DBS in accordance with Clause 10(7) of this Section C;
  - (c) whether Securities received by DBS for deposit in the Securities Account are invalid, stolen, fraudulent or forged Securities;

- (d) the validity or genuineness of Instructions, notices, requests, waivers, consents, receipts, corporate actions or any other documents which DBS in good faith believes to be valid or genuine; or
- (e) the general risks of investment, or investment in or the holding of assets, including, but not limited to, risk of loss arising from nationalisation, expropriation or other governmental actions, regulation of the banking or securities industries, including changes in any applicable laws, rules and regulations, currency restrictions, devaluations or fluctuations, and market conditions affecting the execution or settlement of transactions or the value of assets.

**14. Dealings by DBS**

Nothing herein contained shall restrict or prevent DBS or DBS's Affiliates (whether acting in any capacity for DBS or on behalf of any other person):

- (1) from holding or dealing in any Securities for DBS's own or its Affiliates' account or for the account of DBS's other clients, notwithstanding that similar Securities may be comprised in any Securities Account;
- (2) from purchasing for the Securities Account securities held by DBS or DBS's Affiliates (in any capacity); or
- (3) from purchasing for DBS's own or DBS's Affiliates' account or for the account of DBS's other clients Securities forming part of the Securities Account (provided that in any such case the terms of purchase are not less favourable to you than they would have been had the Transactions been entered into at arm's length on the day in question).

**15. Restriction on short selling**

You must notify DBS, at the time of placing Instructions to sell securities, if the Instruction relates to securities which you do not own (that is, the Instruction involves short selling). DBS may at its absolute discretion refuse to act on an Instruction to short sell securities. You acknowledge and agree that DBS has the right to request delivery of such documentary evidence as it may deem necessary in relation to any short selling order. If DBS inadvertently accepts or executes any Instruction without the relevant securities being available to you, DBS may at its absolute discretion cancel the Transaction or obtain the securities from the market or otherwise for delivery. You shall indemnify DBS on demand from any loss, liability, claim, damages, costs and expenses that DBS may suffer or incur as a result of your short selling Instruction.

**16. New issue application**

- (1) Whenever you ask DBS to apply for new issues of securities on your behalf, you represent and warrant to and agree with DBS that:
  - (a) (if the application is made for your own Securities Account) no other application is being made for your account by you or by anyone applying as your agent or by any other person;
  - (b) (if the application is made by you as agent for the account of another person) no other application is being made by you as agent for or for the account of that person or by that person or by any other person as agent for that person;
  - (c) each applicant under such application is fully entitled to make such application and hold the securities applied for and no breach of any law, regulation or other requirement in any part of the world will arise or result from the making or approval of any such application; and
  - (d) DBS is irrevocably authorised to sign and deliver an application and all other necessary documents on your behalf.
- (2) You acknowledge that, if the application is made for an unlisted company which does not carry any business other than dealing or investment in shares and in respect of which you exercise control, such an application shall be deemed to be made for your benefit.
- (3) You declare that your application through DBS will be the only application made, and the only application intended by you to be made, for your Securities Account or for the person(s) for

whose account you are applying. You understand that the foregoing declaration/representation will be relied upon by DBS in making the application, and by the issuer in deciding whether to make allotment pursuant to such application.

**17. Certificates of deposit**

This Section C applies if you purchase any certificate of deposit from DBS as any such certificate will be held in your Securities Account, notwithstanding that any such certificate may not fall within the definition of "securities" in the Securities and Futures Ordinance.

**18. Certain Structured Investment Products**

This Section C applies if you purchase any Structured Investment Products from DBS or place an order for a SIP which is linked to an underlying asset that is an equity security. Any such Structured Investment Products will be held in your Securities Account (unless otherwise specified in the Offering Documents or notified to you by DBS).

**19. Delivery of Securities**

If DBS is at any time under an obligation to deliver Securities to you, DBS shall be entitled to arrange for such delivery obligation to be fulfilled in any manner that it deems fit. DBS may itself deliver or procure a third party to deliver the relevant Securities to you. Where such Securities are delivered to you, you shall have no claim against DBS with respect to the delivery of such Securities.

**20. Hedging by DBS**

You acknowledge that, in respect of any trade or transaction entered into with you, DBS may (but need not) enter into funding, hedging and/or other supporting arrangements. If you do not perform all of your obligations under any such trade or transaction, you shall reimburse DBS (on a full indemnity basis) for any loss or cost reasonably incurred by DBS (which shall be determined by DBS in good faith) in varying and/or terminating such arrangements.

## D. Structured Investment Product (SIP)

**This Section D shall apply if you are to enter into or hold any SIP.**

Each SIP will be subject to the terms and conditions in respect of such SIP as set out in the Offering Documents of the SIP. In the event of any inconsistency between the provisions of the Offering Documents and these Consolidated Terms, the Offering Documents shall prevail.

### 1. Introduction

- (1) A SIP is a structured investment product involving derivatives and intended to provide a potentially higher return than a normal time deposit. A SIP may be linked to the performance of a currency, an interest rate, an equity security or other underlying asset, rate or index. The terms of a SIP are set out in the Offering Documents and the Confirmation in respect of such SIP.
- (2) **You should note that a SIP is subject to risks as set out in Section F and the Offering Documents.**
- (3) DBS may from time to time originate or offer new Structured Investment Products for the benefit of its customers generally. In the event that you may wish to invest in any such product or utilize such services, DBS may request you to sign or acknowledge receipt of additional documentation in relation thereto.
- (4) The product terms and conditions, subscription and redemption process and details relating to payments applicable to a Structured Investment Product are set out in the relevant Offering Documents and shall be deemed to be incorporated herein with effect from the date on which they are signed or acknowledgement of receipt received by DBS or the date of the first transaction to which they relate (whichever is earlier), and in the event of any conflict between their terms and these Consolidated Terms, the former shall prevail.
- (5) Upon your request, DBS will provide to you product or service specifications and any prospectus or other offering documents relating to derivative products and a full explanation of margin procedures (where relevant).
- (6) Investment in any Structured Investment Products may involve special risks. By investing in a Structured Investment Product, you confirm that you have received a copy of or been provided with the relevant Offering Documents of the Structured Investment Product and you have read and understood the information contained therein and have carefully considered the terms of and risks set out in such documents.

### 2. Placing and acceptance of Orders for a SIP

Unless otherwise provided in the Offering Documents of a SIP, the following provisions shall apply.

- (1) All Orders must be placed by Order Forms, where applicable, duly completed and signed by you or Remote Instructions given by you to DBS. Once submitted to DBS, the Order is binding on you and cannot be amended or withdrawn without the written agreement of DBS.
- (2) Orders are subject always to acceptance by DBS and to final execution. DBS shall have no obligation or liability in respect of any Order that is not accepted or executed.
- (3) You shall deposit the Principal Amount in an account specified by DBS for placing an Order for a SIP on or before the Investment Value Date and for value that date.
- (4) **The Principal Amount must be received by DBS on or before the close of business on the Investment Value Date. Once the Principal Amount has been so received, it may not be withdrawn prior to the Maturity Date.** You hereby authorise DBS to direct debit your designated account for payment of the Principal Amount when you place an Order for a SIP.
- (5) DBS reserves the right, in its sole and absolute discretion, on or before the Investment Value Date not to accept any funds received (or to accept only part of such funds) as the Principal Amount for a relevant SIP. In such event, DBS will notify you as soon as practicable and any funds received but not accepted will be paid to your Settlement Account and DBS is not obliged to pay any interest on such funds.

- (6) DBS reserves the right not to accept and execute any Orders in respect of a SIP unless the aggregate of all the Orders in respect of such SIP received on or before the closing date for subscription of such SIP is of a minimum offer amount as prescribed by DBS in its sole and absolute discretion.
- (7) If any significant movement takes place in relation to any underlying asset, rate or index of a SIP before the closing date for subscription of such SIP, DBS may shorten the period for subscription of such SIP and stop accepting new orders prior to the closing date for subscription of such SIP. If an Order for such SIP has not yet been confirmed by DBS as being successfully executed (a "**Pending Order**"), DBS will on a best efforts basis seek to execute such Pending Order, but DBS will otherwise have no obligation with respect to a Pending Order.

### 3. **Confirmation**

DBS will, as soon as practicable after it has accepted an Order for a SIP, issue and send to you a Confirmation.

### 4. **No early withdrawal/termination**

- (1) **You may not terminate or withdraw all or any part of the Principal Amount in respect of a SIP before the Maturity Date.**
- (2) **DBS may in its sole and absolute discretion agree to terminate a SIP prior to the Maturity Date, if you shall so request. In such circumstances you will bear the costs and losses incurred by DBS in relation to such termination; and you understand that the costs and losses incurred by DBS in relation to such termination may substantially reduce, or result in a total loss of, the Interest Amount, the Final Redemption Amount and/or the Principal Amount and the earnings thereon, and you may bear further costs and expenses in addition to a loss of the Interest Amount, the Final Redemption Amount or the Principal Amount and the earnings thereon.**

### 5. **Interest**

If interest is specified to be payable under the terms of a SIP, then the Interest Amount (if any) shall be subject to all applicable withholding taxes and other deductions in respect of tax and shall be payable in arrears on the Interest Payment Date to the Settlement Account.

### 6. **Payment to Customer on Maturity Date**

- (1) If a Final Redemption Amount is specified to be payable under the terms of a SIP, then the Final Redemption Amount shall be paid on the Maturity Date to the Settlement Account.
- (2) In the event that the Maturity Date is not a Business Day, you shall not be entitled to any interest on the Final Redemption Amount from, and including, the Maturity Date, unless otherwise specified in the Offering Documents of a SIP.

### 7. **Certain specific SIPs**

- (1) If the offer of a SIP requires authorisation from the Securities and Futures Commission, then DBS will only offer such SIP after obtaining such authorisation. A copy of the Offering Documents of such SIP will be available on the SFC website. You have to read and understand the information contained in the Offering Documents and carefully consider the terms of and risks set out in such Offering Documents.
- (2) If an asset underlying a SIP is an equity security, you (by applying for such SIP) undertake and warrant that you will on request provide details in writing to DBS or to the relevant Government Authority or regulatory body of the ultimate beneficiary and of the person originating any instruction for an Order, within one Business Day or any other period as required by the relevant Government Authority or regulatory body having jurisdiction (including HKEx or any other relevant stock exchange) whether or not the requirement has the force of law.
- (3) Any SIP linked to an underlying asset that is an equity security will also be subject to the provisions set out in Section C of these Consolidated Terms (unless otherwise specified in the Offering Documents or notified to you by DBS).



## 8. Alternate Currency Event

- (1) This Clause 8 shall only apply to a SIP if it is made applicable in the relevant term sheet in respect of a SIP and/or the Relevant Currency of the SIP includes offshore deliverable Renminbi. References to "Renminbi" in this Clause 8 shall refer to Renminbi deliverable offshore outside the People's Republic of China.
- (2) Upon the occurrence of an Alternate Currency Event at any time from and including the Investment Value Date or the Trade Date (as applicable) to and including the Maturity Date, DBS may (but shall not be obliged to) give notice to you designating the occurrence of such Alternate Currency Event ("**Mandatory Redemption Notice**"). The Mandatory Redemption Notice may be given by DBS at any time (even if such Alternate Currency Event is no longer continuing at such time) so long as it is given not later than two (2) Business Days after the Maturity Date. Upon designation of an Alternate Currency Event by DBS, DBS will pay the Mandatory Redemption Amount (which may be payable in Renminbi or an alternate currency as selected by DBS in its sole and absolute discretion) to you on the Mandatory Redemption Date and no Interest Amount shall be payable to you. The Mandatory Redemption Amount is likely to be substantially less than the Principal Amount and, in the worst case scenario, the Mandatory Redemption Amount may be zero.

Where:

"**Alternate Currency Event**" means one of the following:

- (a) Banking Event;
- (b) Currency Event;
- (c) Currency Hedging Disruption Event; and
- (d) Governmental Event.

"**Banking Event**" means a declaration of a banking moratorium or any suspension, waiver, deferral or repudiation of payments by banks with respect to indebtedness or deposits in the Relevant Jurisdiction; the imposition by any Governmental Authority of any moratorium on or any suspension, waiver, deferral, repudiation or required rescheduling of, or the required approval of, the payment of any amount of principal, interest or other amount of indebtedness of banks, or restriction on withdrawal of any deposited funds from banks, in the Relevant Jurisdiction; any general disruption in the bank payments system in the Relevant Jurisdiction which prevents banks from receiving or paying in any currency payable under the SIP; or any condition created by or resulting from any action or failure to act by a Governmental Authority which, in the opinion of DBS, has an analogous effect.

"**Currency Event**" means the occurrence of any event or existence of any condition (including, without limitation, any such event or condition that occurs as a result of the enactment, promulgation, execution, ratification, interpretation or application of, or any change in or amendment to, any law, rule or regulation by any Governmental Authority) that generally makes it impossible, illegal or impracticable, or materially hinders the ability of any person, (a) to convert Renminbi into United States Dollars and/or Hong Kong Dollars or, in each case, vice versa through customary legal channels; or (b) to effect currency transactions on terms as favourable as those available to residents of the Relevant Jurisdiction; or (c) to transfer any funds (i) from accounts inside the Relevant Jurisdiction to accounts outside the Relevant Jurisdiction; or (ii) between accounts inside the Relevant Jurisdiction, except to the extent any such restrictions or conditions are already in force and applicable to any person of the Relevant Jurisdiction as of the Investment Value Date or the Trade Date, as applicable.

"**Currency Hedging Disruption Event**" means DBS is either (a) unable, after using commercially reasonable efforts, or (b) would incur a materially increased (as compared with circumstances existing on the Investment Value Date or the Trade Date, as applicable) amount of tax, duty, expense or fee to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency risk (or any other relevant risk including, but not limited to, interest rate risk) of entering into and performing its obligations with respect to the SIP, or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of such transaction(s) or asset(s).

"**Governmental Authority**" means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other

governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Relevant Jurisdiction.

**"Governmental Event"** means any expropriation, confiscation, freezing, requisition, nationalisation or other action by any Governmental Authority, which directly or indirectly deprives any person or entity of any of its assets (including rights to receive payments) in the Relevant Jurisdiction.

**"Hedging Costs"** means the losses, expenses and costs (if any) incurred by DBS of unwinding, terminating, liquidating, adjusting, obtaining, replacing or re-establishing any underlying or related hedging arrangements (including, but not limited to, any options or selling or otherwise realising any instruments of any type whatsoever which DBS may hold as part of such hedging arrangements), all as calculated by DBS acting in good faith and in a commercially reasonable manner.

**"Mandatory Redemption Amount"** means an amount in Chinese Renminbi or an alternate currency to be determined by DBS acting in good faith and in a commercially reasonable manner, adjusted downward to account fully for all Hedging Costs. The Mandatory Redemption Amount is likely to be substantially less than the Principal Amount and, in the worst case scenario, the Mandatory Redemption Amount may be zero.

**"Mandatory Redemption Date"** means the date designated as such in the Mandatory Redemption Notice, which shall be a date falling not less than two Business Days after the date of the Mandatory Redemption Notice.

**"Relevant Jurisdiction"** means The People's Republic of China (for the purpose of this Clause 8, including the Hong Kong Special Administrative Region but excluding the Macao Special Administrative Region and/or the Republic of China (Taiwan)).

## **E. Currency Linked Investment (CLI)**

**This Section E shall apply if you are to enter into or hold any Currency Linked Investment.**

### **1. Introduction**

- (1) A Currency Linked Investment is a structured investment product involving a currency option. A Currency Linked Investment is intended to produce a yield higher than that of a conventional time deposit. Part of or the entire yield on a Currency Linked Investment represents the premium on the underlying currency option. For a Currency Linked Investment, you may choose an Investment Currency and a Linked Currency and agree with DBS a Conversion Rate and the Investment Tenor.

If, during the Investment Period, the Linked Currency appreciates or remains constant against the Investment Currency (measured by comparing the Fixing Rate at the Fixing Time on the Maturity Date and the Conversion Rate), you will receive, for value on the Fixing Date, the Principal Amount and the Interest Amount in the Investment Currency (being the original currency of your investment).

If, during the Investment Period, the Linked Currency depreciates against the Investment Currency (measured by comparing the Fixing Rate at the Fixing Time on the Fixing Date and the Conversion Rate), you will receive the Principal Amount and the Interest Amount in the Linked Currency, converted at the Conversion Rate.

- (2) **You should note that a Currency Linked Investment is subject to risks as set out in Section F.**

### **2. Terms of acceptance of a Currency Linked Investment**

- (1) **Currency Conversion** – DBS reserves the right to convert the Investment Currency into the Linked Currency on the Maturity Date of a Currency Linked Investment at the Conversion Rate without notifying you.
- (2) **Investment Period** – A Currency Linked Investment may be placed for an Investment Period of one week, two weeks, one month, two months, three months or such other Investment Period as DBS may from time to time agree.
- (3) **No Automatic Renewal** – A Currency Linked Investment will not under any circumstances be automatically renewed upon its maturity. A new Order must be agreed and placed for any subsequent Currency Linked Investment.
- (4) **DBS's discretion to accept a Currency Linked Investment** – DBS reserves the right not to accept any Order received (or to accept only part of any Order) in respect of a Currency Linked Investment. In such event, or if the Order cannot be effected in the market, DBS will notify you as soon as practicable and any funds received by DBS in respect of such Currency Linked Investment will be placed in the Settlement Account and DBS is not obliged to pay any interest on such funds.

### **3. No early withdrawal/termination**

**A Currency Linked Investment, or any part thereof, cannot in any circumstances be withdrawn or terminated by you prior to the Maturity Date.**

### **4. Placing and acceptance of Orders for a CLI**

- (1) All Orders must be placed by Order Forms, where applicable, duly completed and signed by you or Remote Instructions given by you to DBS. Once submitted to DBS, the Order is binding on you and cannot be amended or withdrawn without the written agreement of DBS.
- (2) Orders are subject always to acceptance by DBS and to final execution. DBS shall have no obligation or liability in respect of any Order that is not accepted or executed.

- (3) The Conversion Rate will be determined by DBS by reference to the actual spot price traded upon execution of the Order. Such Conversion Rate will be notified to you in the Confirmation.
- (4) You shall deposit the Principal Amount in an account specified by DBS for placing an Order for a CLI on or before the Investment Value Date and for value that date.
- (5) **The Principal Amount must be received by DBS on or before the close of business on the Investment Value Date. Once the Principal Amount has been so received, it may not be withdrawn prior to the Maturity Date.** You hereby authorise DBS to direct debit your designated account for payment of the Principal Amount when you place an Order for a CLI.
- (6) DBS reserves the right, in its sole and absolute discretion, on or before the Investment Value Date not to accept any funds received (or to accept only part of such funds) as the Principal Amount for a relevant CLI. In such event, DBS will notify you as soon as practicable and any funds received but not accepted will be paid to your Settlement Account and DBS is not obliged to pay any interest on such funds.
- (7) DBS reserves the right not to accept and execute any Orders in respect of a CLI unless the aggregate of all the Orders in respect of such CLI received on or before the closing date for subscription of such CLI is of a minimum offer amount as prescribed by DBS in its sole and absolute discretion.

5. **Confirmation**

**If an Order is executed, a Confirmation will be posted to you no later than two Business Days after execution of the relevant Order.**

6. **Proceeds on Maturity Date and interest**

- (1) The Final Redemption Amount shall be calculated and paid to you on the Maturity Date as follows:
  - (a) in respect of a CLI where the Fixing Rate and the Conversion Rate are quoted and expressed in terms of the amount of the Investment Currency per one unit of Linked Currency,
    - (i) if the Fixing Rate at the Fixing Time on the Fixing Date is equal to or greater than the Conversion Rate, then the Final Redemption Amount shall be the sum of the Principal Amount and any Interest Amount, payable in the Investment Currency; and
    - (ii) if the Fixing Rate at the Fixing Time on the Fixing Date is less than the Conversion Rate, then the Final Redemption Amount shall be the sum of the Principal Amount and any Interest Amount, converted at the Conversion Rate and payable in the Linked Currency;
  - (b) in respect of a CLI where the Fixing Rate and the Conversion Rate are quoted and expressed in terms of the amount of the Linked Currency per one unit of Investment Currency,
    - (i) if the Fixing Rate at the Fixing Time on the Fixing Date is equal to or less than the Conversion Rate, then the Final Redemption Amount shall be the sum of the Principal Amount and any Interest Amount, payable in the Investment Currency; and
    - (ii) if the Fixing Rate at the Fixing Time on the Fixing Date is greater than the Conversion Rate, then the Final Redemption Amount shall be the sum of the Principal Amount and any Interest Amount, converted at the Conversion Rate and payable in the Linked Currency.

The quotation and expression of the Fixing Rate and the Conversion Rate in respect of a CLI shall be determined in accordance with market convention for such currency pair by DBS in its sole and absolute discretion.

- (2) The Interest Amount on the Currency Linked Investment shall be calculated as follows:

$$\text{Interest Amount} = \text{Principal Amount} \times \text{Interest Rate} \times \frac{\text{Day Count}}{\text{Fraction}}$$

- (3) As soon as practicable after the Maturity Date, DBS will notify you whether the Final Redemption Amount will be paid in the Investment Currency or the Linked Currency, and the maturity advice of the Currency Linked Investment will be sent to the Customer by post.
- (4) The Final Redemption Amount and any other amounts due (if any) (either in the Investment Currency or the Linked Currency, as the case may be) shall be credited to your Settlement Account for value on the Maturity Date, or, if such day is not a Business Day, the Business Day immediately following the Maturity Date. In the event that the Maturity Date is not a Business Day, you shall not be entitled to any interest on the Final Redemption Amount from, and including, the Maturity Date.

#### 7. "Roll over" on Maturity Date

DBS may, in its sole and absolute discretion, accept Instructions from you via telephone, facsimile or other electronic means permitted by DBS to place the Final Redemption Amount payable to you (or part thereof) on the Maturity Date in respect of one Currency Linked Investment immediately in another Currency Linked Investment on terms to be agreed between you and DBS as if set out in a new Order Form.

#### 8. Market disruption

- (1) If any event occurs making it impossible or impracticable for DBS to obtain a Fixing Rate at the Fixing Time on the Fixing Date, DBS will, acting in good faith and in a commercially reasonable manner, determine the Fixing Rate; such determination by DBS will, in the absence of manifest error, be binding and conclusive on you.
- (2) Notwithstanding the above Clause 7 of this Section E, if there is a No. 8 typhoon signal or above or a black rainstorm warning that affects or occurs at or around the Fixing Time on the Fixing Date causing DBS to be unable to obtain the Fixing Rate, DBS will determine a fixing rate in its sole and absolute discretion in respect of the relevant Currency Linked Investment and inform you of such rate pursuant to Clause 6(3) of this Section E on the following Business Day.

#### 9. Indemnity and set-off upon early withdrawals/termination

**In the event of an early termination of a Currency Linked Investment pursuant to Clause 25 of Section A, or by you with DBS's consent, you shall indemnify DBS on demand for all costs and losses incurred by DBS as a result of or arising from such termination, including unwinding any underlying or related hedging arrangements (including, but not limited to, selling or otherwise realising any option or futures contract in relation to the Currency Linked Investment), all as determined by DBS in its sole and absolute discretion. DBS shall be entitled to set-off all such costs and losses against the CLI Proceeds (or any of your other accounts) and pay to you the remaining balance thereof. You understand that the costs and losses incurred by DBS in relation to such termination may substantially reduce, or result in a total loss of, the Principal Amount and the earnings thereon, and you may bear further costs and expenses in addition to a loss of the Principal Amount and the earnings thereon.**

#### 10. Alternate Currency Event

- (1) This Clause 10 shall only apply to a Currency Linked Investment that has an Investment Currency or a Linked Currency in offshore deliverable Renminbi. References to "Renminbi" in this Clause 10 shall refer to Renminbi deliverable offshore outside the People's Republic of China.
- (2) Upon the occurrence of an Alternate Currency Event at any time from and including the Investment Value Date to and including the Maturity Date, DBS may (but shall not be obliged to) give notice to you designating the occurrence of such Alternate Currency Event ("**Mandatory Redemption Notice**"). The Mandatory Redemption Notice may be given by DBS at any time (even if such Alternate Currency Event is no longer continuing at such time) so long as it is given not later than two (2) Business Days after the Maturity Date. Upon designation of an Alternate Currency Event by DBS, DBS will pay the Mandatory Redemption Amount (which may be payable in Renminbi or an alternate currency as selected by DBS in its sole and absolute discretion) to you on the Mandatory Redemption Date and no Interest Amount shall be payable to you. The Mandatory Redemption Amount is likely to be substantially less than

the Principal Amount and, in the worst case scenario, the Mandatory Redemption Amount may be zero.

Where:

**"Alternate Currency Event"** means one of the following:

- (a) Banking Event;
- (b) Currency Event;
- (c) Currency Hedging Disruption Event; and
- (d) Governmental Event.

**"Banking Event"** means a declaration of a banking moratorium or any suspension, waiver, deferral or repudiation of payments by banks with respect to indebtedness or deposits in the Relevant Jurisdiction; the imposition by any Governmental Authority of any moratorium on or any suspension, waiver, deferral, repudiation or required rescheduling of, or the required approval of, the payment of any amount of principal, interest or other amount of indebtedness of banks, or restriction on withdrawal of any deposited funds from banks, in the Relevant Jurisdiction; any general disruption in the bank payments system in the Relevant Jurisdiction which prevents banks from receiving or paying in any currency payable under the Currency Linked Investment; or any condition created by or resulting from any action or failure to act by a Governmental Authority which, in the opinion of DBS, has an analogous effect.

**"Currency Event"** means the occurrence of any event or existence of any condition (including, without limitation, any such event or condition that occurs as a result of the enactment, promulgation, execution, ratification, interpretation or application of, or any change in or amendment to, any law, rule or regulation by any Governmental Authority) that generally makes it impossible, illegal or impracticable, or materially hinders the ability of any person, (a) to convert Renminbi into United States Dollars and/or Hong Kong Dollars or, in each case, vice versa through customary legal channels; or (b) to effect currency transactions on terms as favourable as those available to residents of the Relevant Jurisdiction; or (c) to transfer any funds (i) from accounts inside the Relevant Jurisdiction to accounts outside the Relevant Jurisdiction; or (ii) between accounts inside the Relevant Jurisdiction, except to the extent any such restrictions or conditions are already in force and applicable to any person of the Relevant Jurisdiction as of the Investment Value Date.

**"Currency Hedging Disruption Event"** means DBS is either (a) unable, after using commercially reasonable efforts, or (b) would incur a materially increased (as compared with circumstances existing on the Investment Value Date) amount of tax, duty, expense or fee to (i) acquire, establish, re-establish, substitute, maintain, unwind or dispose of any transaction(s) or asset(s) it deems necessary to hedge the currency risk (or any other relevant risk including, but not limited to, interest rate risk) of entering into and performing its obligations with respect to the Currency Linked Investment, or (ii) freely realise, recover, receive, repatriate, remit or transfer the proceeds of such transaction(s) or asset(s).

**"Governmental Authority"** means any de facto or de jure government (or any agency, instrumentality, ministry or department thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of the Relevant Jurisdiction.

**"Governmental Event"** means any expropriation, confiscation, freezing, requisition, nationalisation or other action by any Governmental Authority, which directly or indirectly deprives any person or entity of any of its assets (including rights to receive payments) in the Relevant Jurisdiction.

**"Hedging Costs"** means the losses, expenses and costs (if any) incurred by DBS of unwinding, terminating, liquidating, adjusting, obtaining, replacing or re-establishing any underlying or related hedging arrangements (including, but not limited to, any options or selling or otherwise realising any instruments of any type whatsoever which DBS may hold as part of such hedging arrangements), all as calculated by DBS acting in good faith and in a commercially reasonable manner.

**"Mandatory Redemption Amount"** means an amount in Chinese Renminbi or an alternate currency to be determined by DBS acting in good faith and in a commercially reasonable

manner, adjusted downward to account fully for all Hedging Costs. The Mandatory Redemption Amount is likely to be substantially less than the Principal Amount and, in the worst case scenario, the Mandatory Redemption Amount may be zero.

**"Mandatory Redemption Date"** means the date designated as such in the Mandatory Redemption Notice, which shall be a date falling not less than two Business Days after the date of the Mandatory Redemption Notice.

**"Relevant Jurisdiction"** means The People's Republic of China (for the purpose of this Clause 10, including the Hong Kong Special Administrative Region but excluding the Macao Special Administrative Region and/or the Republic of China (Taiwan)).

## F. Risk Disclosure Statements

You note that in all cases where DBS provides any Services to you or sells any Investment Products to you, you should inform yourself and be aware of the risks generally and, in particular, the risk characteristics and warnings set out below. However, you understand that not all of the following risk disclosures may be relevant to your particular circumstances or the Services, Investment Products or Transactions provided to you by DBS. **You confirm that the following is not an exhaustive list of all the risks and you should therefore carefully consider any Services, Investment Products or Transactions provided to you by DBS before you deal and consider whether such Services, Investment Products or Transactions are suitable in the light of your own experience, financial position and investment objectives. You should be aware that this is your sole responsibility.**

You confirm that you have read carefully the Consolidated Terms, the terms and conditions governing electronic banking services, the product specific information contained in the Offering Documents and the Order Form in relation to each Transaction. In particular, DBS is not advising you or giving you any assurance or guarantee regarding any outcome of investment or any Transaction. You confirm that you were invited to ask questions and to take independent advice if you wish. You must make your own independent decision as to whether and on what terms to enter into a Transaction and should take professional advice if you are uncertain of or have not understood any aspect of this Risk Disclosure Statements or the nature and risk involved.

### 1. General

The following risks apply in respect of all Investment Products:

- (1) **Suitability.** You must ensure that you understand the characteristics of the relevant Investment Product or Transaction and the nature of the risks associated with your investment and carefully consider whether an investment is suitable for you in light of your financial position and investment objectives. In case you wish to subscribe for a product which has a product risk rating that does not fit within your risk profile in the most recent customer suitability assessment records in DBS, you should understand that such product may not be suitable taking into account your investment objective(s), investment experience, risk tolerance, financial capacity, investment horizon and/or sophistication. You should take extra caution and separately confirm to DBS your intention to invest in such product and accept sole responsibility for your investment decision.
- (2) **Concentration.** You should be satisfied that you have the risk appetite for, and are not over exposed to, a particular type of Investment Product or Transaction and, if applicable, the underlying asset of a Structured Investment Product, taking into account the risk exposure you may face under adverse market conditions.
- (3) **Credit risks of issuer of Investment Product.** You are subject to the credit risk of the issuer of an Investment Product and the issuer of the underlying asset (if applicable), and the financial ability to repay any Investment Products may further be subject to any intervening circumstances such as government action or legal inhibitions placed on the issuer or affecting the currency in which the instrument is denominated. Many Investment Products are not secured by collateral. In the worst case scenario, where such issuer defaults on its payment obligations under the relevant Investment Product, you will receive no return and may also lose your original investment.
- (4) **Credit risk of nominee or custodian.** Where any Securities are held in an account with a third party nominee, custodian or sub-custodian, you will be subject to the credit risk of such persons. Such persons are not under the control of DBS, and DBS accepts no liability for any default of any nature by such persons.
- (5) **Risk disclosure in Offering Documents.** In respect of any Investment Product, there are risk factors contained in the Offering Documents of such Investment Products. You must ensure that you have read and understood those risk factors.
- (6) **Potential conflicts of interest.** DBS and/or its Affiliates may play a variety of roles (including, without limitation, acting as issuer, distributor, custodian and calculation agent) in connection with any Transactions. Conflicts of interest may arise from the different roles played by DBS and/or its Affiliates and DBS's economic interests in each role may be adverse to your interest in any Investment Products or Transactions.
- (7) **Risks associated with brokers – counterparty risks.** On many exchanges, the performance of a transaction by your broker, custodian, sub-custodian (or the third party with whom he is



dealing on your behalf) is "guaranteed" by the exchange or its clearing house. As a result, brokers, custodians and sub-custodians are not subject to counterparty risks when they transfer securities or positions to an exchange and/ or clearing house. However, this guarantee is unlikely in most circumstances to cover you and may not protect you if your broker, custodian, sub-custodian or another party defaults on its obligations to you. The insolvency or default of your broker, custodian, sub-custodian, clearing house, or any relevant third party may lead to positions being liquidated or closed out without your consent and you may suffer losses as a result.

## 2. Risk of securities trading

- (1) **Price risks.** The prices of any securities fluctuate, sometimes dramatically. The price of a security may move up or down, and may become valueless. It is likely that losses will be incurred rather than profit made as a result of buying and selling securities. This is a risk which you should be prepared and are able to accept.
- (2) **Liquidity risks.** Certain securities may not be readily realisable. There may be no or a limited secondary market and you may need to be prepared to hold any Securities for an indefinite period.
- (3) **Past performance.** Any representation of past performance is not necessarily a guide to future performance.
- (4) **Foreign exchange risks.** Where investments in Securities involve exposure to foreign currency, changes in rates of exchange may cause the value of the Securities to fluctuate.
- (5) **Execution only.** The Securities Account is provided only as a transaction execution service; DBS is not your investment adviser.
- (6) **Settlement risks.** You will be exposed to the risks of settlement failure of securities purchased. There are also risks involved in not registering purchased securities in your name or in the name of your nominee or custodian.
- (7) **Risk of trading Growth Enterprise Market ("GEM") securities.**

You understand that GEM securities involve high investment risks. In particular:

- (a) companies may list on GEM without any track record or previous profitability nor any obligation to provide any future profitability forecast;
- (b) there may be risks arising from the emerging nature of the companies listed on GEM, the business sectors and/or the countries in which they operate;
- (c) securities traded on GEM may experience higher market volatility than securities traded on the "Main Board" operated by HKEx; and
- (d) there can be no certainty that there will be a liquid market in the securities traded on GEM.

You should only make a decision to invest in GEM after due and careful consideration. Given the higher risk profile and the other characteristics of GEM, you understand that it is a market more suitable for professional and other sophisticated investors.

You further understand that, generally, GEM listed companies are usually not required to issue paid announcements in gazetted newspapers and current information on GEM securities may only be found on the internet websites operated by HKEx. Accordingly, you understand that information sources are limited and to obtain up-to-date information on GEM listed companies, you must have regular access to the websites operated by HKEx.

You should also seek independent professional advice if you are uncertain about trading or if you do not understand any aspect of these risk disclosure statements, the nature and the risks involved in trading of the securities listed on GEM or any other matters. You acknowledge that these risk disclosure statements do not disclose all the risks and other significant aspects of GEM.

- (8) **Risk of trading NASDAQ-AMEX securities on HKEx.** You understand that securities under the NASDAQ-AMEX Pilot Programme ("PP") are aimed at sophisticated investors. You

understand that you should consult your licensed or registered person and become familiarised with the PP before trading in PP securities. You are aware that PP securities are not regulated as a primary or secondary listing on the "Main Board" or GEM operated by HKEx.

### 3. **Risks of your assets received or held outside Hong Kong**

You understand that client assets received or held by the licensed or registered person outside Hong Kong are subject to the applicable laws and regulations of the relevant overseas jurisdiction which may be different from the Securities and Futures Ordinance and the rules made thereunder. Consequently, such client assets may not enjoy the same protection as that conferred on client assets received or held in Hong Kong.

### 4. **Risk of leveraging or gearing**

You understand that if you invest wholly or partly in any banking or investment service by using borrowed funds, the risk of loss can be significantly greater. You further understand that you may lose not only the amount invested but will still be liable to repay to DBS as lender the principal amount of the loan and any unpaid interest thereon.

### 5. **Risk of trading bonds**

You should understand that any investments in bonds, including plain-vanilla bonds, are subject to various risks, including but not limited to the following:

- (1) **Credit risk.** Bonds are subject to the risk of the issuer defaulting on its obligations. It should also be noted that credit ratings assigned by credit rating agencies do not guarantee the creditworthiness of the issuer.
- (2) **Liquidity risk.** Some bonds may not have active secondary markets and it would be difficult or impossible for investors to sell the bond before its maturity.
- (3) **Interest rate risk.** Bonds are more susceptible to fluctuations in interest rates and generally prices of bonds will fall when interest rates rise.
- (4) **High-yield bonds.** In addition to the generic risks listed above, investments in high-yield bonds are subject to risks such as:
  - Higher credit risk. Since they are typically rated below investment grade or are unrated and as such are often subject to a higher risk of issuer default;
  - Vulnerability to economic cycles. During economic downturns such bonds typically fall more in value than investment grade bonds as (i) investors become more risk averse and (ii) default risk rises.
- (5) **Bonds with special features.** You should understand that some bonds may contain special features and risks that warrant special attention.
- (6) **Perpetual bonds.** Perpetual bonds are perpetual in nature, which means they do not have a maturity date, and the coupon payments may be deferred or even suspended subject to the terms and conditions of the issue. Accordingly, their pay-out depends on the viability of the issuer in the very long term. Furthermore, as perpetual debentures are often callable and/or subordinated, you should be aware of the potential re-investment risk, and/or the potential risk that your claim as a bondholder may have a lower priority (e.g. on liquidation of the issuer).
- (7) **Subordinated bonds.** Some bonds may be subordinated in ranking and in the case of liquidation of the issuer, bondholders can only get back the principal amount after other senior creditors are paid. You should pay attention to the credit information in relation to the bonds as provided in the Offering Documents and understand that holders of subordinated debentures will bear higher risks than holders of senior debentures of the issuer due to a lower priority of claim in the event of the issuer's liquidation.
- (8) **Callable feature.** In respect of any bonds that are callable, this means the issuer may redeem the bonds prior to their stated maturity, and you may face re-investment risk when the bonds are redeemed early.

- (9) **Variable or deferral of interest.** Some bonds may have variable and/or deferral of interest payment terms. If you choose to invest in such bonds, you should understand that you would face uncertainty over the amount and time of the interest payments to be received.
- (10) **Extension of maturity.** Some bonds may have extendable maturity dates. If you choose to invest in such bonds, you should understand that you would not have a definite schedule of principal repayment.
- (11) **Convertible or exchangeable bonds.** Some bonds are convertible or exchangeable in nature. If you choose to invest in such bonds, you are subject to both equity and bond investment risk.
- (12) **Contingent write down or loss absorption or "bail-in" feature.** Some bonds may have a contingent write down or loss absorption or "bail-in" feature. If you choose to invest in such bonds, you face the risk that the bonds may be written-off fully or partially or converted to common stock on the occurrence of a trigger event. You are advised to review the Offering Documents carefully before making any investment decisions.

## 6. Risk of Equity Linked Products

- (1) Investments in any equity linked Structured Investment Products ("**Equity Linked Products**") carry a high degree of risk. Equity Linked Products are investments that may combine notes/deposits with stock options, the payout of which may be based on the performance of a single equity security, a basket of equity securities, or an equity index. You should study carefully the product features, characteristics and risks of any Equity Linked Products set out in the relevant Offering Documents before making any investments and seek professional advice if in doubt. While the maximum return on Equity Linked Products is usually limited to a predetermined amount of cash, you stand to potentially lose up to the entire investment amount if the underlying share price moves substantially against your view.
- (2) **Physical settlement.** In the event that an Equity Linked Product is settled by delivery of shares to its investors, the value of the shares received may be worthless and you may lose your entire investment.
- (3) **Basket equity-linked products.** If you choose to invest in Equity Linked Products linked to a basket of equities with a bull structure, you should note that you may be obliged to buy at the strike price of (or suffer a financial loss with reference to) the worst-performing stock in the basket of linked stocks, if the final price of the worst-performing stock is below the strike price. You should understand the fact that you are exposed to the risks of the basket of stocks, especially the stock having the worst performance.

## 7. Foreign exchange risks

In respect of any investment in foreign currency or foreign exchange investment, the risk and loss can be substantial due to currency and market movements. Changes in exchange rates may be unpredictable, sudden and large, and will be influenced by the complex interrelated global and regional, political, economic, financial, regulatory and other factors that can affect currency markets. You may sustain substantial (or even unlimited) losses to your original investments.

## 8. Risk of Certificate of Deposit

Certificates of deposit are generally designed to be an investment for holding to maturity. There may be no secondary market at all. If you decide to sell any certificate of deposit prior to its maturity, you may suffer a loss.

## 9. Structured Investment Product (SIP)

- (1) **No early termination.** A SIP should be considered a "hold to maturity" financial product and you should be prepared to hold the SIP until the Maturity Date. No early uplift, early withdrawal or early termination by you is permitted unless agreed by DBS. Any early termination agreed by DBS will be subject to any break costs determined by DBS in its sole and absolute discretion which may substantially reduce, or result in a total loss of, your original investment amount and any expected return of the SIP.
- (2) **Value.** The value of performance of a SIP may be affected by a number of factors, including changes in the value and volatility of any underlying asset, rate or index, changes in foreign exchange rates and economic, financial and political events that are difficult to predict, and thus

may be subject to appropriate adjustments by DBS. The total payout you will receive may be less than the return or interest you would otherwise receive from other investments.

- (3) **Investment risk.** A SIP has investment risks. You will receive a return (if any) determined in the manner set out in the Term Sheet and other Offering Documents, if any.
- (4) **Reinvestment risks.** You must be prepared to accept the re-investment risk. Where a SIP is redeemed early for any unforeseen reasons, you will have to seek reinvestment opportunities. The returns from such reinvestment may be less than the returns from the SIP, had they not been redeemed early.
- (5) **Credit risks.** You are subject to the credit risk of DBS and the issuer of the underlying asset (if applicable). A SIP is not secured by any collateral. In the worst case scenario, where DBS defaults on its payment obligations under the SIP, you will receive no interest payment and may also lose your original investment.
- (6) **Additional risk factors.** Additional risk factors in relation to a SIP are set out in the Term Sheet. You should carefully read, understand and consider the risk factors in the Term Sheet before making any investment in a SIP.

#### 10. **Currency Linked Investment (CLI)**

- (1) **Derivative risks.** A CLI is embedded with one or more currency options. An option transaction involves risks, especially for the seller of an option: in relation to a CLI, you are the seller(s) of the option(s). All or part of the interest payable on the CLI represents the premium for the currency option. Although the amount of this premium (for selling an option) is fixed, you may sustain a loss well in excess of such premium amount, and your loss could be very substantial.
- (2) **Currency risk.** The interest return on the investment amount in respect of a CLI is generally higher than a time deposit in the Investment Currency. However, such opportunity also carries with it currency risk because DBS has an absolute right to pay the Principal Amount and Interest Amount of the investment amount on the Maturity Date in the Linked Currency instead of the Investment Currency. You must be prepared to receive the Principal Amount and the interest amount in either the Investment Currency or the Linked Currency. By investing in a CLI, you give DBS the right, but not the obligation, to repay you at a future date in a Linked Currency that is different from the currency in which your initial investment was made, regardless of whether you wish to be repaid in this currency at that time.

Although the amount payable in the Linked Currency was pre-determined at the time of establishment of the CLI, if you convert amounts from another currency into the Investment Currency in order to make the investment in the CLI, you should bear in mind the risk of exchange rate fluctuations that may cause a loss on re-conversion of the Investment Currency (if DBS pays you the Investment Currency at maturity) or the Linked Currency (if DBS pays you the Linked Currency at maturity). This is because the Principal Amount and Interest Amount will be converted at the relevant Conversion Rate, which at that point in time will be worse (for you) than the prevailing spot exchange rate.

A decline in the Linked Currency relative to the Investment Currency of the investment amount before its Maturity Date will most certainly result in an exercise of DBS's right to pay you the Linked Currency. The value of a weaker Linked Currency and currency depreciation relative to the Investment Currency will and could (depending on the decline in the Linked Currency) be substantially less than that at the time of investment in the CLI. The exchange loss you may suffer may be greater than the interest earned on the CLI, and, in the worst case scenario, the exchange loss could be very substantial and you may lose the original Principal Amount.

You may wish to seek advice from a financial adviser before investing in the CLI. If you choose not to seek such advice, you should carefully consider whether the CLI is suitable for you.

- (3) **Limited potential gain.** The maximum potential return is limited to the pre-determined Interest Rate.
- (4) **Maximum potential loss.** A CLI is not principal protected. You could lose the entire Principal Amount.
- (5) **Not the same as investing in the Linked Currency.** Investing in a CLI is not the same as buying the Linked Currency directly. You will have no entitlement to any amount of the Linked Currency during the Investment Tenor. A change in the exchange rate of the Linked Currency

during the Investment Tenor may not necessarily lead to a corresponding change in your return on the CLI.

- (6) **Market risks.** An investment in a CLI is subject to market fluctuations and the risks inherent in investments generally. In particular, the return of a CLI is linked to the exchange rate of the Investment Currency and the Linked Currency. Movements in exchange rates can be unpredictable, sudden and drastic, and affected by complex political and economic factors.
- (7) **Liquidity risks.** A CLI is a commitment by the investor for the Investment Tenor. No early uplift, early withdrawal or early termination by you is permitted. You must maintain the CLI with DBS up to the Maturity Date. There is no secondary market for the CLI.
- (8) **Credit risks.** A CLI is not secured by any collateral. If you invest in a CLI, you will be relying on DBS's creditworthiness. If DBS becomes insolvent or defaults on its obligations under a CLI, you can claim only as an unsecured creditor of DBS. In the worst case scenario, you may lose all the original investment amount.
- (9) **Alternate Currency Event Designation by DBS.** If you choose Renminbi as a Investment Currency or a Linked Currency, then you should also note that upon Alternate Currency Event Designation by DBS, DBS will pay the Mandatory Redemption Amount in Renminbi or an alternate currency selected by DBS in its sole and absolute discretion to you on the Mandatory Redemption Date. The Mandatory Redemption Amount is likely to be substantially less than the Principal Amount and, in the worst case scenario, the Mandatory Redemption Amount may be zero. Upon designation of an Alternate Currency Event by DBS on or prior to the Maturity Date, no interest amount shall be payable in respect of the CLI.

#### 11. Renminbi currency risks

- (1) In respect of Structured Investment Products or Currency Linked Investment denominated in Renminbi, the PRC government's imposition of restrictions on the repatriation of Renminbi out of the PRC may limit the depth of the Renminbi market in Hong Kong, and in respect of any Structured Investment Product that has a market, may reduce the liquidity of such Structured Investment Products. The PRC government's policies on exchange control and repatriation restrictions are subject to change, and customers' positions may be adversely affected. In addition, you note that Renminbi is not freely convertible at present and conversion of Renminbi through banks in Hong Kong is subject to certain restrictions and (if applicable) a daily conversion limit.
- (2) All payments in respect of Structured Investment Products or Currency Linked Investment denominated in Renminbi shall be made solely by credit to a Renminbi bank account maintained in Hong Kong in accordance with applicable laws and regulations at a bank in Hong Kong. It is your responsibility to establish and maintain such an account. The issuer of the Structured Investment Product or Currency Linked Investment cannot be required to make payment by any other means (including in bank notes or by transfer to a bank account in the PRC or anywhere else outside Hong Kong).

In addition, if the issuer of the Structured Investment Product or Currency Linked Investment is not able to obtain a sufficient amount of Renminbi for the purposes of making payments on a Structured Investment Product or Currency Linked Investment denominated in Renminbi in a timely manner due to exchange controls and restrictions applicable to Renminbi, you may not receive the full amount in Renminbi upon redemption or may receive it in an alternate currency, as provided in the Offering Documents of the relevant Structured Investment Product.