

Standard Terms and Conditions Governing Foreign Exchange Transactions

THE CUSTOMER IS REQUIRED TO READ THESE TERMS CAREFULLY BEFORE EXECUTING AN AGREEMENT RELATING TO AND COMMENCING TRADING WITH THE BANK IN FOREIGN EXCHANGE TRANSACTIONS.

In consideration of OCBC Bank (Hong Kong) Limited (the "Bank") transacting any foreign exchange transaction and/or rolling over such foreign exchange transaction with a customer (the "Customer", which expression shall include, in the case of a corporation, its successors and, in the case of a partnership or other unincorporated entity consisting of two or more persons, its successors, executors and personal representatives), the Customer understands and agrees as follows.

1. DEFINITIONS AND CONSTRUCTION

1.1 Definitions

Unless otherwise required by the context, the following terms shall have the following meanings in this Agreement:-

"Account" means any account(s) opened by the Customer with the Bank and designated as such for the purposes of the Facility and/or any FX Transaction;

"Advice" means any statement or confirmation in respect of any FX Transaction;

"Agreement" has the meaning given to it in Clause 2.1 and as may be amended and supplemented from time to time;

"Applicable Terms" means the terms and conditions or such agreements which may apply to the Customer's access and/or use of the OCBC FX Online Service and in connection with any FX Transactions, including without limitation this Agreement, the Bank's Terms and Conditions for OCBC Velocity Service and Business Mobile Banking Service, and the Bank's Terms and Conditions for all Accounts and Related Services;

"Authorised User" means any user authorised by the Customer to access and/or use the OCBC FX Online Service on behalf of the Customer;

"Business Day" means a day on which commercial banks and the foreign exchange market in Hong Kong are open for business for an entire day (and shall exclude Saturdays and Sundays);

"Collateral" means a collateral security provided to the Bank by the Customer in accordance with the provisions of Clause 7;

"Currency Obligation" means any obligation of a Party to deliver a Permitted Currency pursuant to an FX Transaction;

"Currency Pair" means the two Permitted Currencies which may be exchanged in connection with an FX Transaction;

"Early Termination Date" means the date of termination designated by the Bank of the FX Transactions pursuant to Clause 6;

"Event of Default" in relation to the Customer means the occurrence of any of the following events:-

- (i) the Customer fails to pay any amount due under any FX Transaction or this Agreement at the time, in the currency and in the manner specified by the Bank;
- (ii) the Customer fails to perform or comply with any obligation under any FX Transaction or this Agreement;
- (iii) the Customer fails to maintain the required Collateral with the Bank;
- (iv) any representation or warranty made or deemed to be made by the Customer herein or any document delivered hereunder or in relation to this Agreement is not complied with or proves to be untrue in any material respect;
- (v) there is a loss of or impairment to the first priority status of any security or the Collateral given by the Customer to the Bank for the purposes of the Facility and/or any FX Transaction;
- (vi) any indebtedness of the Customer is declared to be due and payable (other than by regularly scheduled payment) prior to the stated maturity thereof or the Customer fails to pay any of its indebtedness when due (whether such indebtedness is owing to the Bank or any other person);
- (vii) any step is taken by any person or a resolution is passed for the bankruptcy or winding up of the Customer;
- (viii) the Customer stops or suspends payment of its/his debts or is unable or admits its/his inability to pay its/his debts as they fall due, or commences negotiations with its/his creditors for the rescheduling of its/his debts or proposes or enters into any composition with its/his creditors;
- (ix) an encumbrancer takes possession of, or a trustee, receiver, judicial manager, manager or similar officer is appointed for, or a distress, execution, attachment or other process is levied or enforced upon any account of the Customer with the Bank or upon any part of the Customer's assets;
- (x) a suit, arbitration or administrative proceeding or any other step under any foreign or domestic law relating to adjustment of debts, bankruptcy or insolvency of the Customer is commenced, filed or applied for against the Customer, or action is taken by the Customer to effect any of the foregoing;
- (xi) a petition is presented for a declaration of bankruptcy to be made against the Customer or the Customer declares itself bankrupt, if the Customer is an individual;
- (xii) the Customer suffers, in the opinion of the Bank, a material adverse change in its/his financial condition, or the Customer fails to give adequate assurance satisfactory to the Bank of its/his ability to perform its/his obligations under this Agreement or any FX Transaction within forty-eight (48) hours (or such other period as specified by the Bank) of a request by the Bank to do so;
- (xiii) if the Customer ceases or threatens to cease to carry on all or a substantial part of its/his business;
- (xiv) it becomes unlawful for the Bank or the Customer to perform any FX Transaction or the obligations hereunder;
- (xv) if the Customer is a company : the Customer consolidates or amalgamates with, or merges into or with, or transfers all or substantially all of its assets to, or reorganises, reincorporates or reconstitutes into or as, another entity and at the time of such consolidation, amalgamation, merger, transfer reorganisation, reincorporation or reconstitution (a) the resulting, surviving or transferee entity fails to assume all the Customer's obligations under this Agreement; (b) the creditworthiness of the resulting, surviving or transferee entity is, in the Bank's opinion, materially weaker than that of the Customer immediately before such action;
- (xvi) if the Customer is an individual : if the Customer dies or if, in the Bank's reasonable judgment, the Customer becomes incapable of managing its affair by reason of mental incapacity or for any other reason whatsoever;
- (xvii) if the Customer is a partnership or a partner or group of partners acting for a partnership : (a) there occurs any event or circumstance in relation to the partnership or any partner thereof which, in reasonable judgment of the Bank, may cause or allow it to be dissolved, wound up, or terminated by operation of law or by any action of any person, including, without limitation, by application to any court; (b) any amendment is made to or there is any breach of any partnership agreement if in the opinion of the Bank such amendment or breach may adversely

affect the Customer's ability to perform its obligations under this Agreement; (c) any partner of the partnership is convicted of any criminal offence in any jurisdiction whatsoever; (d) the death of any partner of the partnership who is a natural person or, in the reasonable judgement of the Bank, any partner of the partnership who is a natural person becomes incapable in law of managing his or her affairs (whether by reason of mental incapacity or for any other reason whatsoever);

- (xviii) any event occurs or circumstances arise which the Bank determines give(s) reasonable grounds for believing that the Customer may not be able to perform or comply with any one or more of its/his obligations under this Agreement or any FX Transaction;
- (xix) any event occurs, which under the law of any relevant jurisdiction, has an analogous or equivalent effect to any of the events mentioned in this provision; or
- (xx) any event which, with the giving of notice or the lapse of time or both, would constitute an event specified in (i) to (xix) above.

"Facility" means any foreign exchange facility made available by the Bank to the Customer subject or pursuant to this Agreement;

"Forward Rate" means, in respect of a Non-Deliverable Forward, the currency exchange rate specified as such in the relevant Advice for such transaction;

"FX Online Platform" means the Internet website, program, application or communication service or device and any other location, resource or platform through which the OCBC FX Online Service may be accessed, as the Bank may notify the Customer from time to time;

"FX Transactions" means Non-Deliverable Forwards and Transactions;

"HRR Rate" means the rate at which a Transaction was originally transacted but adjusted to include all such charges and costs (including, without limitation, costs in the form of swap points) as the Bank may in its absolute discretion impose;

"Instructions" means any instructions and/or communications relating to or in connection with the OCBC FX Online Service which have been issued by the Customer and/or its Authorised Users, including, without limitation, any Transaction Request;

"Maintenance Account" means an account opened by the Bank to record/deposit any Collateral by way of margin calls;

"Margin" means the ratio (expressed as a percentage) of the value of the Collateral as determined by the Bank or the cash Collateral which is furnished to the Bank to the aggregate exposure of the Bank as determined by the Bank;

"Non-Deliverable Forward" means a transaction between the Parties for the purchase by one Party of an agreed amount in one Permitted Currency against the sale by it to the other Party of an agreed amount in another Permitted Currency, where obligations to deliver both such amounts are discharged by settling the difference between the Settlement Rate and the Forward Rate/such amounts in accordance with the terms governing that transaction, which is subject to this Agreement and in respect of which transaction the Parties have agreed on (whether orally, electronically or in writing): the Permitted Currencies involved, the Forward Rate/the amounts of such Permitted Currencies to be purchased and sold, the Settlement Date, the Settlement Currency to be delivered on the Settlement Date (in settlement of the difference between the Settlement Rate and the Forward Rate/such amounts) and which Party will purchase which Permitted Currency;

"OCBC FX Data" shall have the meaning ascribed to it in Clause 15;

"OCBC FX Online Service" means a product or service provided as part of the Bank's eBanking Services (as defined in the Bank's Terms and Conditions for all Accounts and Related Services) known as "OCBC FX Online Service" which provides the Customer with an additional mode to view the rate of exchange for foreign currencies and to enter into FX Transactions via the FX Online Platform;

"Parties" means the Customer and the Bank, and "Party" means either of them;

"Permitted Currency" means such currencies as may be designated or agreed by the Bank from time to time for the Facility or for any particular FX Transaction;

"Settlement Currency" means, in respect of a Non-Deliverable Forward, the currency specified as such in the relevant Advice for such transaction;

"Settlement Date" means, in respect of a Non-Deliverable Forward, the date specified as such in the relevant Advice for such transaction;

"Settlement Rate" means, in respect of a Non-Deliverable Forward, the currency exchange rate to be determined in accordance with the provisions relating to the Settlement Rate in the relevant Advice for such transaction;

"Transaction" means any transaction (including any existing transaction which is rolled over at the HRR Rate) between the Parties for the purchase by one Party of an agreed amount in one Permitted Currency against the sale by it to the other Party of an agreed amount in another Permitted Currency, both such amounts being deliverable on a certain Value Date, which is subject to this Agreement and in respect of which transaction the Parties have agreed on (whether orally, electronically or in writing): the Permitted Currencies involved, the amounts of such Permitted Currencies to be purchased and sold, which Party will purchase which Permitted Currency and the Value Date;

"Transaction Request" shall have the meaning ascribed to it in Clause 14.1(i);

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

"User Credentials" means any credentials, including any user account, username, password and/or other form or means of identification and/or authentication specified by the Bank, which have been issued to the Customer and/or its Authorised Users to access the Customer's Account via Velocity;

"Value Date" in respect of an FX Transaction means the date specified by the Bank on which payment is due from the Customer to the Bank and vice versa in respect of such FX Transaction; and

"Velocity" means the Bank's eBanking Services offered to business banking customers of the Bank known as "Velocity" or "OCBC Velocity".

1.2 Construction of the Agreement

Words denoting the singular number only shall include the plural number also and vice versa and words importing the masculine gender shall also include the feminine gender. The Clause headings in this Agreement are inserted for convenience only and shall be ignored in construing this Agreement. Unless otherwise specified, references to Clauses and Paragraphs are to be construed as references respectively to the clauses and paragraphs of this Agreement.

2. FX TRANSACTIONS

2.1 Single Agreement

This Agreement and the specific terms agreed between the Parties with respect to any particular FX Transaction (and, to the extent recorded in an Advice, each such Advice), and all amendments to any

of such items, shall together govern that particular FX Transaction. This Agreement and the specific terms agreed between the Parties with respect to each FX Transaction (and, to the extent recorded in an Advice, each such Advice), and all amendments to any of such items, shall together constitute a single agreement between the Parties (collectively referred to as this "Agreement"). The Parties acknowledge that all FX Transactions are entered into in reliance upon such fact, it being understood that the Parties would not otherwise enter into any FX Transaction.

2.2 Advice

FX Transactions shall be confirmed by the Bank to the Customer by mail, telex, facsimile, electronic means or by such other method as deemed appropriate by the Bank. The failure by the Bank to provide or issue an Advice shall not prejudice or invalidate the terms of any FX Transaction.

2.3 Inconsistencies

In the event of any inconsistency between any term of an Advice and any provision of this Agreement, the Advice shall prevail for the purpose of the relevant FX Transaction.

In the event that the Customer agrees to this Agreement but has already entered or subsequently enters into a FX Master Agreement with the Bank, all provisions contained or incorporated by reference in such FX Master Agreement shall govern the FX Transaction, and this Agreement (save for the Clauses relate specifically to and governing the use of the OCBC FX Online Service, which shall continue to apply) shall not be applicable or cease to govern the FX Transaction on and from the effective date of such FX Master Agreement.

In the event that the Customer agrees to this Agreement or a FX Master Agreement but has already entered or subsequently enters into an ISDA master agreement, all provisions contained or incorporated by reference in such ISDA master agreement shall govern the FX Transaction, and this Agreement (save for the Clauses relate specifically to and governing the use of the OCBC FX Online Service, which shall continue to apply) or the FX Master Agreement (as the case may be) shall not be applicable or cease to govern the FX Transaction on and from the effect date of such ISDA master agreement.

Notwithstanding anything to the contrary as set out in this Clause 2.3 above or in the Advice, the definitions and terms under Clauses 1.1, 13, 14 and 15 hereof as they relate specifically to the OCBC FX Online Service shall prevail to the extent of any conflict or inconsistency with other terms and conditions or any of the Customer's agreement(s) with the Bank or Bank Group Company (as defined in the Bank's Terms and Conditions for all Accounts and Related Services) relating to the OCBC FX Online Service.

2.4 Bank acting as Principal only

The Bank shall enter into the FX Transactions as principal only.

2.5 Information

The Bank may make available to the Customer various information which may include indicative exchange rates and commentaries on currency trends and such information shall be provided for the Customer's reference only when it is not accompanied by a solicitation or recommendation.

The Customer understands that the Bank does not assume any responsibility for the accuracy, completeness or timeliness of any information provided, where such information is independently prepared by a third party ("Third Party Information"). The Bank is not responsible for any decision made by the Customer, or any action or omission by the Customer, as a result of any Third Party Information provided by the Bank.

The mere provision of marketing or promotional materials relating to the any service for general information purposes does not constitute an offer, recommendation or solicitation by the Bank to the Customer.

2.6 Indication of Rates

Where the Bank provides any indicative exchange rates at the request of the Customer, such rates will be provided for the Customer's reference only and shall not be taken as the exchange rate at which the Bank will enter into FX Transactions. The Bank shall not be under any obligation to enter into any FX Transactions or accept any instruction at such indicative rates.

3. FACILITY

3.1 Authority to Open and Maintain Accounts

The Customer authorises the Bank to open and maintain in the Customer's name an Account or Accounts with the Bank as the Bank deems necessary to effect the purchases and/or sales of foreign currencies pursuant to a FX Transaction. For this purpose, the Customer agrees to provide the Bank with all such documents and information as the Bank requires from time to time in connection with those Accounts and any FX Transaction.

3.2 Instructions

Subject to the provisions of this Agreement, the Customer may, on any Business Day during the Bank's business hours, by giving notice by or through a mode authorised by the Bank, request the Bank to enter into one or more FX Transactions. Each request shall be irrevocable and shall specify the Permitted Currency which the Customer wishes to transact, and, in respect of an FX Transaction, the Value Date therefor. The Bank shall have the absolute discretion to decide whether to enter into any FX Transaction with the Customer and comply with any such request. The Bank shall be entitled in its sole and absolute discretion to refuse to comply with any requests if the instructions to such requests are in the Bank's opinion unclear, ambiguous, conflicting, does not meet the Bank's prescribed requirements and/or would or might cause the Bank to contravene any law or regulation (whether or not having legal and binding effect), and the Bank shall not incur any liability to the Customer as a result of the Bank's refusal to act in such circumstances.

3.3 Limits

The Bank may at any time in its absolute discretion and without giving the Customer any reasons therefor, and without incurring any liability on its part, impose any limits on any transaction hereunder, including limits on the maturity periods of any FX Transaction and the aggregate amount of open and closed FX Transactions at any given time. The Customer agrees to be bound by and shall not exceed any such limits imposed by the Bank whether as stipulated herein or otherwise. For the avoidance of doubt, the Customer shall continue to be liable to the Bank for any liabilities incurred by the Customer over and above the limits set by the Bank.

4. SETTLEMENT AND NETTING OF FX TRANSACTIONS

4.1 Settlement of Transactions which are rolled over at the HRR Rate

- (i) The Customer may, in accordance with Clause 3.2 above, request the Bank, and the Bank may in its absolute discretion reject such request without giving any reason therefor or agree and upon terms and conditions which it may impose, to roll over any Transaction, which is not closed out by the next Business Day after the Value Date of the Transaction, at the HRR Rate.
- (ii) Upon the roll over of any Transaction at the HRR Rate, the loss or gain incurred but not realised by the Customer on the Transaction rolled over shall not become due and payable by the Customer or the Bank until (a) the Value Date of the Transaction(s) which results from the roll over at the HRR Rate of any existing Transaction between the Bank and the Customer or (b) immediately upon demand by the Bank, and the amount standing to the debit balance of any

Account shall become due and payable by the Customer immediately upon demand by the Bank.

- (iii) All outstanding Transactions which are rolled over at the HRR Rate are revalued daily to determine the unrealised loss or gain.

4.2 Settlement of Transactions and Non-Deliverable Forwards

Subject to this Clause 4.2 and Clause 4.3, in respect of any Transaction, each Party shall deliver to the other Party the amount of the Permitted Currency to be delivered by it under each Currency Obligation on the Value Date for such Currency Obligation. In respect of an FX Transaction, the Parties may agree that the FX Transaction shall be done on a non-delivery basis and once such an FX Transaction is entered into between the Parties, such FX Transaction shall be settled in accordance with the terms agreed for such FX Transaction unless such FX Transaction is closed out earlier by the Bank in accordance with this Agreement.

4.3 Payment Netting

If, on any date, more than one delivery of a particular Permitted Currency under Currency Obligations is to be made between the Parties, then the Bank may, at its absolute discretion require that each Party shall aggregate the amounts of such Permitted Currency deliverable by it and only the difference between these aggregate amounts shall be delivered by the Party owing the larger aggregate amount to the other Party, and, if the aggregate amounts are equal, no delivery of the Permitted Currency shall be made.

5. REPRESENTATIONS, WARRANTIES AND COVENANTS

5.1 The Customer's Representations

The Customer represents and warrants to the Bank as of the date of each FX Transaction (including the date of roll over at the HRR Rate of a Transaction) that:-

- (i) if the Customer is a company : the Customer is duly organised and validly existing under the laws of the jurisdiction of its organisation or incorporation and, if relevant under such laws, it is in good standing;
- (ii) if the Customer is an individual : the Customer is at least 18 years of age, is of sound mind and has full capacity to enter into this Agreement and each FX Transactions;
- (iii) if the Customer is a partnership : the Customer is a partner (a) by entering into this Agreement and each FX Transaction, the Customer is not in breach of any of its express or implied duties under the relevant agreement, deed, instrument or other document in respect of the relevant partnership and it is acting in accordance with the terms, express or implied, and conditions and purpose of the partnership with full and absolute and irrevocable power and authority; and (b) during the life of this Agreement, it will remain a partner of the partnership;
- (iv) the Customer has the power, capacity and authority to enter into and perform this Agreement (including any FX Transaction);
- (v) this Agreement is legal, valid and binding upon the Customer and enforceable against the Customer in accordance with its terms and does not and will not violate the terms of any agreements by which the Customer is bound;
- (vi) no proceedings have been commenced or threatened, and no order or declaration has been made, against the Customer for the Customer's liquidation, winding up or bankruptcy, or for the appointment of a judicial manager, administrator, receiver or similar officer to administer any or all of its/his assets and it/he has not declared itself or himself bankrupt;
- (vii) the Customer has acted independently and free from any undue influence by any person;
- (viii) no Event of Default, or event which, with notice or lapse of time or both, would constitute an Event of Default, has occurred and is continuing with respect to it;
- (ix) the Customer acts as principal in entering into each FX Transaction;
- (x) the Customer is a sophisticated investor able to evaluate the risks of foreign exchange trading, which include, but are not limited to:

(a) Risks relating to Historic Rate Rollover

Historic rate foreign exchange transactions may be used to conceal losses or to perpetuate fraud as losses are not usually realised unless a transaction is settled or closed-out by the Bank.

(b) Risks relating to Exchange Rate Volatility

Substantial losses may be sustained on the contract, trade, product or financial investment if the market conditions move against the Customer's positions. Market movements may have an impact on the extent of profit/loss the Customer would be exposed to when there is an upward or downward movement in the relevant rates, and the extent of loss if the Customer has to liquidate a position should market conditions move against the Customer. The Customer's position may be liquidated at a loss and the Customer will also be liable for any resulting deficit in his/its account with the Bank.

(c) Liquidity Risks

It may be difficult or impossible to liquidate or trade in a foreign exchange transaction, to assess a fair price or assess risk exposure. This can happen, for example, where the market for a transaction is illiquid or where there is a failure in electronic or telecommunications systems, and where there is the occurrence of an event commonly known as "force majeure". Placing contingent orders, such as "stop-loss" or "stop-limit" orders, will not necessarily limit the Customer's losses to the intended amounts, as it may be impossible to execute such orders under certain market conditions.

(d) Liquidity Risk: Non-Deliverable Forwards

The underlying currency of a non-deliverable forward transaction may not have a ready market. Consequently, the non-deliverable forward transaction may be very illiquid and, in such event, the Customer may sustain substantial losses as the bid/offer spreads may be very wide if the market moves against the Customer's position.

(e) Currency Risks

The fluctuations in foreign currency rates have an impact on the profit/loss and the financial investment where the foreign exchange transaction is denominated or settled in a different currency from the currency where you carry on your ordinary business or keep your accounts.

- (xi) the Customer understands and is able to assume the risk of loss associated with foreign exchange trading;
- (xii) the Customer enters into FX Transaction(s) at its/his sole risk, based on its/his own judgement and not in reliance of any statements or representations of the Bank;
- (xiii) the Collateral given to the Bank as security for the purposes of the Facility, any FX Transaction and/or this Agreement is free and clear of any mortgage, charge, pledge, lien, attachment, encumbrances or other security interest;
- (xiv) the Customer is acting for the Customer's own account and the Customer has made his own independent decisions to enter into that FX Transaction and whether that FX Transaction is appropriate or proper for the Customer is based upon the Customer's own judgement and upon advice from such advisers as the Customer deemed necessary;
- (xv) the Customer is not relying on any communication (written or oral) of the Bank as investment advice or as a recommendation to enter into that FX Transaction, it being understood that information and explanations related to the terms and conditions of an FX Transaction shall not be considered investment advice or a recommendation to enter into that FX Transaction;
- (xvi) the Customer has not received from the Bank any assurance or guarantee as to the expected results of that FX Transaction;
- (xvii) the Customer is capable of evaluating and understanding (on the Customer's own behalf or through independent professional advice), and understands and accepts, the terms, conditions and risks of that FX Transaction; and
- (xviii) the Bank is not acting as a fiduciary or an adviser for the Customer in respect of that FX Transaction.

Each of the representations and warranties above shall be deemed to be repeated (updated where necessary) on and as of each day on which any FX Transaction is entered into or rolled over.

6. CLOSE-OUT AND LIQUIDATION

6.1 Suspension of Obligations

Without prejudice to the foregoing, the Bank shall be entitled at any time, without prior notice to the Customer, to elect to cancel and close out with immediate effect any or all FX Transactions which are outstanding on the date of such election or deemed election.

6.2 Close-Out

(i) If an Event of Default has occurred:-

- (a) the Bank shall be entitled (but shall not be obligated), without prior notice to the Customer, to terminate with immediate effect any or all FX Transactions which are then outstanding with effect from a date specified by the Bank (the "Early Termination Date"); and/or
- (b) the Bank may forthwith terminate this Agreement.

(ii) On or as soon as reasonably practicable following the occurrence of an Early Termination Date, the Bank will make the calculations on its part and will provide to the Customer a statement specifying any amount payable in respect of outstanding FX Transactions which are terminated under this Clause. Any amount payable by the Customer to the Bank in respect of the termination of the FX Transactions including any loss of bargain, cost of funding, loss or cost incurred as a result of its terminating, liquidating, obtaining or re-establishing any hedge or related trading position shall be payable on the day on which the Bank shall by notice specify such amount to be payable or shall be debited to any Account. The determination of the Bank shall, in the absence of bad faith and manifest error, be binding and conclusive against the Customer.

(iii) Without prejudice to the foregoing, the Customer shall pay all costs, losses, damages, charges and expenses (including legal fees **on a full indemnity basis**) whatsoever and howsoever incurred by the Bank in connection with or arising out of or in any way consequential upon the termination of the FX Transactions as aforesaid, and in the enforcement and preservation of the Bank's rights under this Agreement or any FX Transaction.

(iv) The Bank may consolidate all sums due and owing from the Customer to the Bank under this Agreement including all sums arising under sub-clause (iii) above, and net off any or all sums due and owing from the Bank to the Customer arising under the said sub-clause (iii). The above rights are without prejudice to any right of set-off, combination or other right which the Bank may have under any other agreement or general law.

6.3 Set-Off

(i) Without prejudice to sub-clause (ii) below, where close-out and liquidation occur, the Bank shall also be entitled:-

- (a) to set-off the net payment calculated by the Bank which the Bank owes to the Customer (whether actual or contingent, present or future), if any, against any property including the Collateral held by the Bank (including the liquidated value of any non-cash collateral) in respect of the Bank's obligations under this Agreement; or
 - (b) to set off the net payment calculated by the Bank which the Customer owes to the Bank (whether actual or contingent, present or future), if any, against any property including the Collateral held by the Bank (including the liquidated value of any non-cash collateral) in respect of the Customer's obligations under this Agreement,
- provided that, for the purposes of either such set-off, any Collateral denominated in a currency other than the currency in which the relevant obligation is denominated shall be converted into the currency of the obligation at the rate determined by the Bank.

(ii) The Customer agrees with the Bank as follows:-

- (a) that in addition to any right of set-off or general lien or other rights to which the Bank as a banker may be entitled by law, the Bank may at its discretion and without demand or notice to the Customer, combine or consolidate all or any of the accounts of the

Customer or in the name of the Customer held at any branch whether located in Hong Kong or any other country (whether alone or jointly with any other person or persons) including without limitation the Account and the Maintenance Account (the "Bank Accounts") with all or any of the losses whether realised or unrealised arising from this Agreement, obligations, claims, expenses and other liabilities (the "Obligations") outstanding or owing or unpaid to the Bank by the Customer and set-off any sum or sums standing from time to time to the credit of any one or more of such Bank Accounts (notwithstanding that any deposit in any fixed deposit account has not matured or any of the special conditions applicable to the deposit(s) have not been satisfied) in or towards payment, discharge or satisfaction of all or any of the Obligations if an Event of Default occurs. The Bank is hereby authorised to purchase with the moneys standing to the credit of any of the accounts such other currencies as may be necessary to effect such application or set-off. Where such combination or set-off or transfer requires the conversion of one currency to another, such conversion shall be effected in such manner and at such rate as the Bank may deem appropriate;

- (b) that so long as any Obligations are outstanding or owing or unpaid to the Bank by the Customer, the Bank shall be entitled, without prior notice to the Customer, to withhold (including by way of earmarking any amount in any Bank Account), and to refuse to accept or honour any orders for or payment or withdrawal of the whole or any part of the Bank Accounts. The Customer undertakes that so long as any Obligations are outstanding or owing or unpaid to the Bank by the Customer, the Customer shall not revoke or alter the Customer's instructions with respect to any account designated by the Customer or the Bank for the purpose of this Agreement;
- (c) that so long as any Obligations are outstanding or owing or unpaid to the Bank by the Customer, the Customer shall not withdraw or in any way cause or permit to be withdrawn, or assign, deal with or create (or agree, conditionally or unconditionally, to assign, deal with or create) or have outstanding any mortgage, lien, charge, or other security on or over all or any part of the Accounts and the Maintenance Account without the Bank's prior consent in writing;
- (d) that in the event any of the Customer's creditors should seek to attach the Accounts or the Maintenance Account by any proceedings or otherwise or in the event that a liquidator, receiver, administrator, judicial manager or other similar officer should be appointed by the Customer or over any of the Customer's assets or properties, the Bank's right of set-off shall be deemed to have arisen immediately before the commencement of such proceedings or before such appointment (as the case may be); and
- (e) that the Customer shall immediately upon the Bank's request execute and sign all such documents and do or procure the doing of all such other acts and things as the Bank may deem necessary or appropriate to secure to the Bank the full benefits of all of its rights to the Bank Accounts or any part or parts thereof and shall pay all legal fees (**on a full indemnity basis**) and other costs and disbursements (and any goods and services tax payable in connection therewith) incurred in connection with demanding and enforcing the payment of moneys due or owing to the Bank or otherwise howsoever in enforcing any of its rights under this Agreement.

6.4 Consolidation

In addition to any rights the Bank may be entitled to by law or otherwise, the Bank may at its discretion at any time and from time to time without notice to the Customer combine, consolidate or merge the balances on all or any of the accounts of the Customer with the Bank held at any branch whether located in Hong Kong or any other country (notwithstanding that any fixed deposit has not matured or any of the conditions applicable to any account have not been satisfied) and the Bank's right of set-off shall extend to include a continuing right at any time and without any prior notice or demand forthwith to transfer and set-off all or any part of any balance standing to the credit of any account (including non-currency accounts) in the name of the Customer with the Bank and to apply the same in or towards

payment or satisfaction of all liabilities (whether actual or contingent, present or future) of the Customer, whether owing individually, jointly or jointly and severally.

7. COLLATERAL

7.1 Collateral

- (i) The Customer undertakes to place, and at all times undertakes to maintain, such cash, assets and other property which are acceptable to the Bank as Collateral to secure or otherwise support the obligations of the Customer under this Agreement.
- (ii) The Customer agrees that in view of administrative difficulties involved in appropriating and paying interest earned on all cash collateral placed with the Bank to the Customer, the Customer hereby waives the Customer's entitlement to such interest as part of the consideration for the Bank accepting the Customer's account opening application. Notwithstanding the foregoing, the Bank may, if it believes it to be appropriate and at its discretion, from time to time pay the Customer interest at a rate and for such period as may be determined by the Bank at the Bank's discretion and notified to the Customer in writing. All such interest if and when paid by the Bank shall be paid into the Maintenance Account and form part of the Collateral. No interest which may be paid pursuant to any other agreement shall establish any precedent for interest which may be paid herein.
- (iii) The Customer shall execute such standard form security documentation of the Bank as the Bank may require. The rights of the Bank under such security documentation shall be in addition to and without prejudice to the Bank's rights hereunder.
- (iv) The Customer further undertakes to at all times, ensure that the Margin prescribed by the Bank from time to time is complied with and ensure that any Collateral provided to the Bank remains in the minimum value notified to the Customer by the Bank from time to time.

7.2 Placements of and Dealings with Collateral

The acceptability of any asset or property as Collateral shall be determined at the sole discretion of the Bank and may be subject to change and the valuation of such Collateral for margining purposes shall be determined by the Bank in its sole discretion. Without prejudice to the Customer's obligation to deliver without any demand or request from the Bank additional Collateral which is acceptable to the Bank to prevent the Collateral from falling below the Margin determined by the Bank from time to time, the Customer undertakes to provide promptly such additional assets or property by way of Collateral as the Bank may from time to time require if the value (as determined by the Bank) of the Collateral is less than what the Bank in its absolute discretion deems appropriate, whereupon such additional assets shall be added to, and thereafter form part of, the Collateral. The Customer shall not withdraw from the Bank any Collateral except to the extent that the Bank confirms in writing that such asset or property is not required in respect of any outstanding liabilities under this Agreement. The Bank is entitled at any time, without prior notice or restriction, to appropriate the whole or any part of the Collateral held in the discharge of any indebtedness of the Customer to the Bank whether under this Agreement or otherwise and, for the purposes of so doing, may convert such sums (or any part of them) into any currency other than that in which they are held. The rates used will be at the sole discretion of the Bank but will be the market rates for the amounts so converted. Any dividends or interest received in respect of the Collateral shall form part of the Collateral.

8. CHARGES, INTEREST, INDEMNITY AND NO LIABILITY

8.1 Charges and Fees

The Customer agrees and undertakes to pay to the Bank such transaction costs, fees, charges and commissions relating to the FX Transactions and this Agreement as may be imposed from time to time.

8.2 Interest

The Customer agrees to pay such interest at such rate as the Bank may determine (i) on any amount which is due and payable to the Bank until the date of receipt of payment by the Bank, (ii) on any

shortfall in Collateral howsoever arising (that is, when the Collateral falls below the prescribed Margin) including the adjustment of any Margin requirements by the Bank whether or not a demand has been made by the Bank for additional Collateral to cover any resulting shortfall, (iii) on any deficit balances in the Account in respect of any realised losses.

8.3 Indemnity

- (i) The Customer shall pay and indemnify the Bank on demand all fees (including legal fees on a full indemnity basis) expenses, losses, costs and other liabilities (whether present or future, actual or contingent) which the Bank may suffer arising under this Agreement including, without limitation, fraud of the Customer's agent, defending its rights or protection or enforcement (including the collection of debts) by the Bank of its rights, under this Agreement. In addition and without prejudice to any of the Bank's rights arising out of this Agreement, the Customer agrees to indemnify the Bank and keep the Bank indemnified, fully and completely at all times from and against any and all claims, demands, actions, proceedings, damages, costs, expenses, losses and all other liabilities whatsoever including legal costs (on a full indemnity basis) which the Bank may suffer, incur or sustain in connection with arising out of or in relation to any transaction including the FX Transactions, in connection with acting or carrying out any instructions purportedly given to the Bank either orally or electronically, using any system or means of transmission, communication, transportation or otherwise in carrying out such instructions (including, without limitation, by reason of loss, delay, misunderstandings, mistakes, distortions or duplications), change in any existing law, regulation or official directive relating to the margin trading, the exercise of any of the Bank's rights or powers under this Agreement, the instructions or execution of the instructions of the Customer or any act, delay or omission on the Customer's part including, but not limited to, deficit balances and unrealised losses in the account of the Customer or otherwise howsoever arising out of this Agreement.
- (ii) Without prejudice to the foregoing, the Customer shall reimburse the Bank for all goods and services tax and other levies now or hereinafter imposed or required to be paid in respect of any monies payable to the Bank, and any expenses incurred by the Bank (including fees and disbursements of counsel, including attorneys who may be employees of the Bank) in connection with any reasonable collection or other enforcement proceedings related to the payments required under this Agreement.

8.4 Debiting/Crediting of Accounts

Without prejudice to any rights of the Bank or the provisions of this Agreement, the Customer hereby irrevocably authorises the Bank, and the Bank shall be entitled to debit any account (including the Maintenance Account) of the Customer with the Bank in respect of any charges, fees, losses and expenses incurred by the Customer or otherwise payable by the Customer and credit any account (including the Maintenance Account) of the Customer with the Bank in respect of any gains arising under this Agreement from the FX Transactions.

8.5 No Liability

The Bank excludes all liability of any kind whatsoever (including any loss, damage, cost or expense, loss of profits, indirect or consequential loss) and howsoever caused which may be suffered or incurred by the Customer in relation to or in connection with any FX Transaction or this Agreement.

9. MISCELLANEOUS

9.1 Assignment

The Customer shall not assign, transfer or charge or purport to assign, transfer or charge its/his rights or obligations under this Agreement to a third party without the prior written consent of the Bank and any such or such purported assignment, transfer or charge in violation of this Clause shall be void.

9.2 Termination

- (i) This Agreement may be terminated by either Party at any time, by two (2) Business Days' prior written notice to the other Party, and termination shall be effective at the end of such second day provided, however, that any such termination shall not prejudice the rights of the Bank in respect of any outstanding obligations of the Customer and, subject to sub-clause (ii)(b) below, the provisions of this Agreement shall continue to apply until all the obligations of each Party to the other under this Agreement have been fully performed.
- (ii) Upon termination of this Agreement:-
 - (a) no further FX Transactions shall be entered into; and
 - (b) the Bank may close-out any outstanding FX Transaction, irrespective of the Value Dates, and the Customer or the Bank, as the case may be, shall pay to the other an amount calculated by the Bank to be owing in respect of each FX Transaction so closed-out, which calculation shall be final and conclusive against the Customer, save for manifest error.
- (iii) The following amounts converted into United States Dollars or other currency as designated by the Bank shall be set-off against each other as appropriate, in the following order:-
 - (a) all gains realised or losses incurred, owed by one Party to the other; and
 - (b) at the election of the Bank, any or all other amounts owing and then due by one Party to the other that relates to this Agreement.
- (iv) In addition to the above rights, upon such termination, the Bank may at its election, also exercise any of its rights under Clause 6.2 as if an Event of Default had occurred.
- (v) If the Bank does not exercise its rights to close-out any outstanding FX Transaction upon termination of any of its rights under this Clause 9.2, this Agreement shall continue to apply to such FX Transaction until all obligations of each Party to the other in respect of such FX Transaction have been fully performed.

9.3 Payments

- (i) All payments to the Bank shall be made in the currency in which such obligation is denominated or in such other currency as the Bank may require. Such payments shall be made by the Customer in immediately available and freely transferable funds without set-off and counterclaim, free and clear of any deduction or withholding on account of any present or future tax or otherwise. If the Customer is required to deduct or withhold any payment whether on account of tax or otherwise, the Customer shall pay such additional amount to the Bank as may be necessary in order that the actual amount received after such deduction or withholding shall be equal to the amount that the Bank would receive if such deduction or withholding were not required. The Customer shall pay in full to the appropriate taxing authority all taxes, levies or charges imposed by law in any jurisdiction on the Customer or the Bank with regard to the facilities and promptly deliver to the Bank the original or certified copy of each receipt evidencing such payment. The Customer shall indemnify the Bank from any liability with respect to the delay or failure by the Customer to pay such taxes, levies or charge. Without prejudice to the foregoing, the Customer shall complete such forms and documentation as may be required from time to time by the Bank for the purpose of conferring upon the Bank the benefit of any applicable tax treaties or provisions under any applicable law or for any other purposes in connection therewith.

9.4 Force Majeure

- (i) The Bank shall not be responsible or liable for any loss, damage, injury or delay due to:-
 - (a) acts of government, strikes, lockouts, fire, lightning, aircraft, explosion, flooding, riots, civil commotion, epidemic, pandemic, acts of war, acts of God or other such emergencies;
 - (b) any change in exchange control, laws and regulations or any moratorium or restrictions on currency exchange or remittance; or
 - (c) any other act or circumstances beyond the control of either Party preventing this Agreement or any FX Transaction from being carried out,

and the Customer shall indemnify the Bank and hold it harmless against any loss suffered by the Bank by reason thereof.

- (ii) In the event of any of the circumstances listed in sub-clause (i) above, the Bank shall be entitled (but is not obliged) to follow the market practice of other banks in resolving the difficulty caused by such circumstances, even if such market practice would not be in accordance with the terms of this Agreement (including making payment to the Customer in a currency determined by the Bank as it deems appropriate).

9.5 Correction of Advice

- (i) If the Customer determines that any particular terms contained in any Advice do not reflect the Customer's understanding of the relevant FX Transaction, the Customer shall notify the Bank immediately in writing within seven (7) Business Days of the dispatch of such Advice, or such shorter time as may be appropriate given the Value Date of an FX Transaction. If the Bank does not receive any such notification by the Customer within these time limits, the terms of such Advice shall be deemed to be correct and binding on the Customer, save for manifest error. Nothing herein shall prohibit the Bank from amending any Advice.
- (ii) A statement by the Bank, its director, officer, agent, employee or solicitor on the amount owing by the Customer under this Agreement shall be conclusive and binding on the Customer, save for any manifest or clerical error.

9.6 Notices

- (i) All notices or other communications to the Customer, under or in connection with this Agreement may be given verbally or in writing (by post, facsimile or electronically). Notice and communications are deemed to be given by Bank to the Customer when the notification or communication is communicated to the Customer (for oral communication) or deposited in a postal system, addressed to the Customer's address (for communication by post) or sent to the Customer's fax number or electronic address (for communications by facsimile or electronic means), all as indicated in the Bank's records.
- (ii) Without prejudice to Clause 9.7, all notices or other communications to the Bank, under or in connection with this Agreement shall be given in writing (by post) or in such other manner as may be notified by the Bank to the Customer from time to time. Notices and communications are deemed to be given by the Customer to the Bank when the notification or communication is sent to the Bank and the Bank actually receives the notification or communication.

9.7 Telephone Instructions

The Customer may give instructions to the Bank through the telephone or by such other method as may be approved by the Bank, and the Bank shall be entitled (but is not obliged) to act upon such instructions without making any independent inquiry as to its genuineness and/or authorisation. The Customer undertakes to indemnify the Bank (on a full indemnity basis) against any expenses, losses or damages suffered by the Bank in relation to the Bank's acting on such instructions. The Customer agrees that the Bank may record telephone conversations between the Bank and the Customer, including any director, officer, employee, agent or representative of each party. The Customer further agrees that any such recording may be submitted in evidence to any court or in any formal proceeding for any purpose relating to this Agreement or any FX Transaction.

9.8 Disclosure

The Customer acknowledges, authorises and consents to the Bank disclosing information about this Agreement and any FX Transaction between the Parties in relation to this Agreement to (i) the Bank's head office, branch offices, holding corporation, related corporations and affiliates for the purpose of facilitating FX Transactions under this Agreement; (ii) the Bank's professional advisers and service providers; (iii) a transferee or potential transferee of any rights or obligations under this Agreement or any transaction hereunder, or any person with whom the Bank proposes to enter into a transaction which references obligations under this Agreement or any FX Transaction hereunder; (iv) any rating agency, insurer or insurance broker, or direct or indirect provider of credit protection; (v) any swap

repository or trade data repository or reporting agent or any clearing house or centralised clearing party (including any clearing member of such clearing house or centralised clearing party) or clearing broker appointed by the Bank or multilateral or other trading facility, system or platform or such other communication network or auction facility; (vi) any guarantor or third party provider of security for the obligations of the Customer; (vii) any person as required by law, regulation or order of a court of competent jurisdiction; or (viii) any regulatory or governmental authority. For the avoidance of doubt, any person or entity to whom or which information is disclosed may be inside or outside of Hong Kong and may be a local or foreign person or entity.

9.9 Severability

If any provision of this Agreement is illegal, invalid or unenforceable for any reason, it will be severed from the remaining provisions, which will remain unaffected.

9.10 Third Party Rights

Nothing in this Agreement is intended to grant to any third party any right to enforce any term of this Agreement or to confer on any third party any benefits under this Agreement for the purposes of the Contracts (Rights of Third Parties) Ordinance (Cap.623) and any re-enactment thereof, the application of which legislation is hereby expressly excluded.

10. DATA PROTECTION

10.1 (Where personal data relating to the Customer is or will be collected, used or disclosed by the OCBC Group (as defined herein) and/or the OCBC Representatives (as defined herein))

The Customer consents to the Bank, its holding and related corporations (collectively, the "OCBC Group"), and their respective business partners and agents (collectively, the "OCBC Representatives") collecting, using and disclosing the Customer's personal data for purposes reasonably required by the OCBC Group and the OCBC Representatives to enable them to provide any facilities (including without limitation the Facility and/or any FX Transaction) to the Customer or to act in connection with this Agreement. Such purposes are set out in the Notice to Customers and Other Individuals relating to the Personal Data (Privacy) Ordinance ("PDPO Notice"), which is accessible at [https://www.ocbc.com.hk/webpages/en-us/doc/download_form/pdf/Bank_PDPO.pdf] or available on request and which the Customer has read and understood.

10.2 (Where personal data relating to any of the Individuals (as defined herein) is or will be collected, used or disclosed by the OCBC Group and/or the OCBC Representatives)

The Customer hereby confirms and represents to the OCBC Group and the OCBC Representatives that with respect to any personal data of individuals ("Individuals") disclosed to the OCBC Group and/or the OCBC Representatives in connection with this Agreement or any facilities granted to the Customer (including without limitation the Facility and/or any FX Transaction) or at the Customer's request from time to time, the Individuals to whom the personal data relates have, prior to such disclosure, agreed and consented to such disclosure, and the collection, use and disclosure of their personal data by the OCBC Group and the OCBC Representatives for purposes reasonably required by them to enable them to provide any facilities (including without limitation the Facility and/or any FX Transaction) to the Customer or to act in connection with this Agreement. Such purposes are set out in the PDPO Notice, which is accessible at [https://www.ocbc.com.hk/webpages/en-us/doc/download_form/pdf/Bank_PDPO.pdf] or available on request and which the Customer confirms that each of the Customer and the Individuals have or will have read and consented to.

11. FATCA AND CRS PROVISIONS AND THESE TERMS AND CONDITIONS FOR ALL ACCOUNTS AND RELATED SERVICES

For the avoidance of doubt, to the extent applicable all other provisions of the Bank's TERMS AND CONDITIONS FOR ALL ACCOUNTS AND RELATED SERVICES (including, without limitation, (i) Schedule VI (Foreign Law Requirement) which schedule contains the Bank's Foreign Account Tax Compliance Act ("FATCA") provisions and Common Reporting Standard ("CRS") provisions (collectively the "FATCA & CRS Provisions") thereto and (ii) Clause 3 (Common Terms and Conditions) thereof) shall apply to each FX Transaction and form part of this Agreement, and the Customer agrees that the Customer will comply with and be bound by all these provisions, including without limitation, the FATCA & CRS provisions and the said Common Terms and Conditions.

Should there be any inconsistency between any provisions of the said Schedule VI (Foreign Law Requirement) and any other terms and conditions in this Agreement, the provisions of the said Schedule VI (Foreign Law Requirement) shall prevail to the extent of the inconsistency.

12. CURRENCY CONVERSION

Where the Bank exercises any of its rights under this Agreement and requires the conversion of one currency to another, the Bank shall be entitled to effect such conversion in such manner and at such rate as the Bank may at its absolute discretion deem appropriate and the Customer shall immediately compensate the Bank for the shortfall, if any.

13. ACCESS AND/OR USE OF THE OCBC FX ONLINE SERVICE

13.1 Eligibility

The Customer acknowledges and agrees that the Customer's and its Authorised Users' access and/or use of the OCBC FX Online Service is subject to such eligibility criteria as the Bank may determine from time to time in its sole and absolute discretion.

13.2 Mandates

Subject to the Applicable Terms, upon approval by the Bank of the Customer's application for the activation of the OCBC FX Online Service, the Customer hereby authorises the Bank to permit Authorised Users to access and/or use the OCBC FX Online Service to issue any and all Instructions for and on behalf of the Customer in accordance with the authorisations and/or mandates provided to the Bank for the time being in effect specifically in relation to the use of corporate internet banking services via Velocity ("Velocity Mandates").

Where applicable for clarity, in the event of any inconsistencies between (A) the Velocity Mandates and (B) any separate treasury board resolutions provided to the Bank to trade treasury products (including, without limitation, FX Transactions), the Velocity Mandates shall prevail for purposes of determining corporate authority with respect to OCBC FX Online Services. Notwithstanding the foregoing and without prejudice to the Applicable Terms, the Bank may decline to act in any instance where the relevant Velocity Mandate has not been complied with.

13.3 User Credentials and Instructions

The Customer hereby represents, warrants and undertakes for the benefit of the Bank that the Customer shall:

- (i) ensure that the Customer and each Authorised User use only the User Credentials issued to the Customer and/or such Authorised User (as the case may be) to access and/or use the OCBC FX Online Service to issue any Instructions; and
- (ii) procure that each Authorised User shall comply with and be bound by the Applicable Terms as may be amended by the Bank from time to time.

The Customer and each Authorised User shall be solely responsible for ensuring that, when issuing any Instructions, the relevant fields of each Instruction are duly completed and that the content thereof is complete, up-to-date, accurate, true and in accordance with such requirements as may be prescribed by the Bank from time to time in its sole and absolute discretion.

13.4 Use of the OCBC FX Online Service

The Customer and each Authorised User jointly and severally acknowledges, agrees and undertakes to the Bank that:

- (i) its access and/or use of the OCBC FX Online Service and User Credentials shall be subject to and comply with the Applicable Terms;
- (ii) it shall not engage in any conduct, whether on its own or in combination with other acts, which is in contravention of any applicable law, including, without limitation, any rules, applicable foreign exchange restrictions or guidance, codes, sanctions, anti-money laundering laws, regulations and/or any relevant foreign exchange market practices, including, without limitation, any market manipulation or any foreign exchange rate benchmarking service;
- (iii) any access and/or use of the OCBC FX Online Service referable to the User Credentials of the Customer or an Authorised User shall be deemed to be the Customer's, and such Authorised User's (as the case may be), access and/or use of the OCBC FX Online Service;
- (iv) any Instruction referable to the User Credentials of the Customer or an Authorised User shall be deemed to be validly issued and transmitted by the Customer, and such Authorised User (as the case may be). The Bank may treat such Instruction as fully authorised by, binding and conclusive upon the Customer, and such Authorised User (as the case may be), and meeting the signing or approval authority of the Customer and/or such Authorised User (as the case may be) in all respects and may at its sole and absolute discretion rely upon and act in accordance such Instruction without any further action on the Bank's part;
- (v) the Bank shall not be obliged to investigate or verify the authenticity, authority or the identity of any persons effecting any Instructions or the authenticity, accuracy and completeness of any Instructions. Notwithstanding this, the Bank shall have the right, in its sole and absolute discretion, to decline to act or refrain from acting promptly upon any Instructions and if the Bank so chooses, to investigate or verify the authenticity, authority or identity of such persons effecting the Instructions, or the authenticity, accuracy and completeness of any Instructions;
- (vi) the Customer shall be bound by all Instructions and FX Transactions effected by the Customer and/or any Authorised User via the OCBC FX Online Service;
- (vii) the Bank may at any time and in its sole and absolute discretion suspend, terminate, restrict or block access and/or use of the OCBC FX Online Service by the Customer and/or any Authorised User; and
- (viii) the Bank may in its sole and absolute discretion, refuse to comply with any Instructions if such Instructions are ambiguous, conflicting, and/or does not meet the Bank's prescribed requirements, and the Customer and/or any Authorised User undertakes to ensure that such Instructions shall be resolved to the Bank's satisfaction.

The Customer and each Authorised User further undertakes to provide the Bank with such information and assistance as the Bank may require to comply with applicable law, including, without limitation, to respond to any queries raised by any courts, regulatory or governmental authority.

13.5 Limitation of liability

Without prejudice to any Applicable Terms and to the maximum extent permitted by applicable law, each of the Customer and its Authorised Users acknowledges and agrees that the Bank and Bank Group Company shall not be liable to any Customer and/or any Authorised Users for any all losses, liabilities, costs, expenses, damages, claims, actions or proceedings of any kind whatsoever (whether direct, indirect or consequential) in respect of any matter of whatever nature and howsoever arising (whether in contract, tort, negligence or otherwise) in connection with any:

- (i) access to, use of and/or inability to access or use the OCBC FX Online Service;
- (ii) use (whether authorised or not) of any User Credentials by any person, including without limitation the Customer and/or any Authorised User;
- (iii) reliance by the Bank or Bank Group Company on any existing mandate and/or authorisation provided to the Bank;
- (iv) Instructions and/or Transaction Requests, including, without limitation, any reliance on or action taken by the Bank or Bank Group Company in connection with such Instructions and/or Transaction Requests;
- (v) FX Transactions; and/or
- (vi) OCBC FX Data.

13.6 Indemnity

Without prejudice to the generality of the other indemnities given by the Customer in this Agreement, each of the Customer and its Authorised Users shall jointly and severally indemnify the Bank and Bank Group Company, and any of their officers, directors, agents, employees and licensors (collectively, "Indemnitees"), from and against any and all demands, claims, actions, proceedings, suits, liabilities, Losses, damages, settlements, penalties, fines, costs or expenses (including legal fees) which any Indemnitee may suffer or suffers arising out of or in connection with:

- (i) this Agreement;
- (ii) any breach of the Customer's and/or its Authorised User's representations, warranties, undertakings or obligations under this Agreement;
- (iii) any access to, use of and/or inability to access or use the OCBC FX Online Service by the Customer and/or its Authorised Users;
- (iv) reliance by the Bank or Bank Group Company on any existing Velocity Mandates provided to the Bank in accordance with and pursuant to Clause 13.2;
- (v) use (whether authorised or not) of any User Credentials by any person, including without limitation the Customer and/or any Authorised User;
- (vi) any Instructions, Transaction Requests and/or FX Transactions; and/or
- (vii) any breach by the Customer or any Authorised User of this Agreement or any other agreements of the Bank and/or Bank Group Company with Customer.

14. EXECUTION OF FX TRANSACTIONS THROUGH THE OCBC FX ONLINE SERVICE

14.1 Procedure

Subject to the Applicable Terms, the execution of FX Transactions through the OCBC FX Online Service shall be in accordance with the following procedure:

- (i) The Customer and its Authorised Users may, through the OCBC FX Online Service, request the Bank to enter into one or more FX Transactions (each a "Transaction Request") with the Customer in accordance with such requirements as may be prescribed by the Bank from time to time in its sole and absolute discretion, including without limitation, to specify the Currency Pair, selected transactional rate, transaction value, and value date.
- (ii) Upon the Bank's receipt of any Transaction Request, the Bank may verify such Transaction Request in accordance with such criteria as the Bank may determine from time to time in its sole and absolute discretion, including, without limitation, to ensure that the Customer's Account has been duly opened and maintained and that such Account has sufficient funds for the Bank to perform the earmarking arrangements as set out below in Clause 14.2.
- (iii) The Bank may, in its sole and absolute discretion, reject any Transaction Request and the Bank may (but shall not be obliged to) transmit or make available to the Customer a notice specifying the same.
- (iv) If the Bank accepts any Transaction Request in its sole and absolute discretion, the Bank may issue or make available an Advice to confirm the FX Transaction(s) to the Customer.

The Customer acknowledges and agrees that any pricing data displayed via the FX Online Platform and/or the OCBC FX Online Service by the Bank shall not constitute an offer to enter into any FX Transaction.

The Customer further acknowledges and agrees that each Transaction Request shall constitute an irrevocable offer to enter into an FX Transaction with the Bank. Only confirmation by the Bank through the issuance of the Advice referred to in Clause 14.1(iv) to the Customer shall constitute the Bank's acceptance and a binding agreement between the Bank and the Customer in respect of such FX Transaction.

14.2 Earmarking Arrangements and Settlement Failure

The Customer acknowledges and agrees that:

- (i) the Bank shall be entitled to earmark such sums in the Customer's Account as the Bank determines appropriate in its sole and absolute discretion as Collateral in connection with any FX Transaction ("Earmarked Amount") from time to time. For the avoidance of doubt, all terms applicable to "Collateral" under this Agreement shall apply to any Earmarked Amount and all references to Collateral shall be read with the necessary modifications as applying to such Earmarked Amounts; and
- (ii) the Customer shall not, and shall not be entitled to transfer, dispose of, demand the refund or release of or otherwise encumber any Earmarked Amount (or any part thereof) until such FX Transaction has been duly settled in accordance with the Applicable Terms and all amounts due in connection with such FX Transaction have been paid to the Bank.

Without prejudice to any of the Bank's rights and remedies under the Applicable Terms or otherwise at law, if an Event of Default has occurred (including without limitation any settlement failure), the Customer irrevocably agrees that the Bank has the right to debit any Earmarked Amount from time to time from the Customer's Account or an amount equivalent to such Earmarked Amount from any other account which the Customer may have with the Bank.

For the avoidance of doubt, no failure or delay by the Bank in exercising or enforcing any right or option under the Applicable Terms shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right against the Customer and/or any Authorised User or render the Bank responsible for any loss or damage arising therefrom.

15. OCBC FX DATA

The Customer acknowledges and agrees that all rights, title and interest, including any intellectual property rights, in and to any: (i) pricing data and/or information; (ii) transaction data; and (iii) any data or content within, produced by, distributed by or made available by the Bank in connection with the OCBC FX Online Service and/or any FX Transaction (collectively, "OCBC FX Data") shall be vested at all times solely in the Bank.

Save as otherwise expressly agreed by the Bank in writing and unless permitted by applicable law, the Customer shall not sell, resell, assign, sublicense, distribute, transmit, publicly display, rent, lease, lend, export, offer on a "pay-per-use" basis or publish the OCBC FX Data or any part thereof in any form by any means to any third party, for monetary benefit or any other consideration.

16. AMENDMENTS

Notwithstanding anything to the contrary herein, the Bank may revise the provisions in this Agreement or introduce additional terms and conditions at any time and from time to time.

Any revision or addition to the provisions of this Agreement shall become effective subject to the Bank's notice of the same which shall be given to the Customer at least 30 days before the date such revision or addition is to become effective and which may be given by letter or any other means as the Bank thinks fit. Each such amendment shall be binding on the Customer after the effective date of that amendment.

17. LAW AND JURISDICTION

17.1 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of Hong Kong SAR.

17.2 Submission to Jurisdiction

In relation to any legal actions or proceedings ("Proceedings") arising out of or in connection with this Agreement or any transaction contemplated under this Agreement, the Customer hereby irrevocably submits to the jurisdiction of the courts of Hong Kong SAR and waives any objection to the Proceedings being instituted in any such courts on the grounds of venue or on the grounds that the Proceedings have been brought in an inconvenient forum. This submission shall not affect the rights of the Bank to take Proceedings in any other jurisdiction nor shall the taking of Proceedings in any other jurisdiction preclude the Bank from taking Proceedings in any other jurisdiction.

18. Language

The Chinese version of these Terms and Conditions is translated from English for reference only. If there is any conflict or inconsistency between the two versions, the English version shall prevail.