

GLOBAL CUSTODY ACCOUNT TERMS AND CONDITIONS

These Global Custody Account Terms and Conditions (the “Terms”) together with the applicable Documentation shall govern the appointment by the Customer (as defined in the Terms) of Oversea-Chinese Banking Corporation Limited as its custodian (the “Custodian”) and the agreement by the Custodian to act as custodian of the Customer.

1. INTERPRETATION

1.1. In these Terms, except to the extent that the context requires otherwise:-

“Account(s)” means the Cash Account and/or Custody Account that a Customer may have with the Custodian;

“Agreement” means these Terms and any applicable Documentation;

“Authorised Person” means:-

- (i) any officers or employees of the Customer as have been authorised by the Customer by notice in writing to the Custodian to act on the Customer’s behalf in the performance of any acts, discretions or duties under the Agreement;
- (ii) any officers or employees of the Investment Manager as have been authorised by the Investment Manager by notice in writing to the Custodian to act on the Investment Manager’s behalf (in its capacity as the investment manager of the Customer) in the performance of any acts, discretion or duties under the Agreement; and
- (iii) any other person, firm or company holding a duly executed power of attorney from the Customer which is in a form acceptable to the Custodian;

“Cash Account” shall have the meaning ascribed to it in Clause 2;

“Clearance System” means Clearstream Banking Luxembourg, Euroclear, the First Chicago Clearing Centre, the Malaysian Central Depository Sdn Bhd, The Depository Trust Company, The Central Depository (Pte) Limited and such other clearance or depository system as may from time to time be used in connection with transactions relating to Securities, and any depository or nominee for any of the foregoing;

“Custodian” means Oversea-Chinese Banking Corporation Limited;

“Customer” means the person or persons named in the Documentation and includes its successors, permitted assigns and personal representatives;

“Custody Account” shall have the meaning ascribed to it in Clause 2;

“Documentation” means any custody account opening form or similar documentation (whether physical, electronic or otherwise) signed by or for and on behalf of the Customer in connection with the appointment of the Custodian to provide custody services, including any application form or document for the opening of any Custody Account and any Cash Account in connection with such custody services;

“Investment Manager” means such Person as may be notified by the Customer to the Custodian to be the investment manager of the Customer for the time being;

“Instructions” shall have the meaning ascribed to it in Clause 5;

“OCBC Group” means the Custodian and any other company of which the Custodian is, now or hereafter, directly or indirectly, a shareholder;

“Parties” means the Custodian and the Customer, and “Party” means either of them;

“Person” means any person, firm, company, corporation, government, state or agency of a state or any association or partnership (whether or not having separate legal personality) of two or more of the foregoing,

“Property” means all or any part of any Securities, cash, or any other property of the Customer from time to time held by the Custodian or its nominees, sub-custodians or agents under the Agreement; and

“Securities” means bank acceptances, bills of exchange, bonds, certificates of deposits, debentures, notes, stocks, shares, trade bills, treasury bills, units in a unit trust or other securities and all moneys, rights or property which may at any time accrue or be offered (whether by way of bonus, redemption, preference, option or otherwise) in respect of any of the foregoing and any certificates, receipts, warrants or other instruments (whether in registered or unregistered form) representing rights to receive, purchase or subscribe for any of the foregoing or evidencing or representing any other rights of interests therein (including, without limitation, any of the foregoing not constituted, evidenced or represented by a certificate or other document but an entry in the books or other permanent records of the issuer, a trustee or other fiduciary thereof, or a Clearance System).

- 1.2. The headings in these Terms are inserted for convenience only and shall be ignored in construing these Terms. Unless the context otherwise requires, words (including words defined in these Terms) denoting the singular number only shall include the plural and vice versa. References to an individual shall include corporations and vice versa, and references to a particular gender shall include all genders. The words “written” and “in writing” include any means of visible reproductions. References to “Clauses” are to be the clauses of these Terms. Any reference to a paragraph is to a paragraph of the Clause in which such reference appears.

2. ESTABLISHMENT OF ACCOUNTS

The Customer authorises the Custodian to establish on its books on the terms of the Agreement, a custody account or accounts (the “Custody Account”) in the name of the Customer, for the deposit of any Securities and other property (apart from cash) from time to time received by the Custodian for the account of the Customer, and a cash account or accounts (the “Cash Account”) in the name of the Customer for the deposit of cash in any currency from time to time received by the Custodian for the account of the Customer, whether by way of deposit or arising out of or in connection with any Securities or other property in the Custody Account.

3. PROPERTY ACCEPTABLE FOR CUSTODY

- 3.1. Subject to Clause 3.3, the Custodian agrees to accept for custody in the Custody Account:-

- (i) Securities; and
- (ii) any other form of property (apart from cash) acceptable to the Custodian which is capable of deposit under these Terms.

- 3.2. Subject to Clause 3.3, the Custodian agrees to accept for deposit in the Cash Account, cash in any currency (which shall if necessary be credited by the Custodian to different accounts in the currencies concerned).

- 3.3. The Custodian may in its absolute discretion refuse to accept (in whole or in part) any proposed deposit in either the Custody Account and/or the Cash Account without giving a reason for the refusal.

4. REPRESENTATIONS AND WARRANTIES

The Customer hereby represents and warrants to the Custodian that throughout the term of the Agreement:-

- (i) it (and any person on whose behalf it may act as agent or otherwise in a representative capacity) has and will continue to have full capacity and authority to enter into the Agreement and to carry out the transactions contemplated in the Agreement, and has taken and will continue to take all action (including, without limitation, the obtaining of all necessary governmental consents in any applicable jurisdiction) to authorise the execution, delivery and performance of the Agreement;
- (ii) if it is a company or other corporate body, the resolutions or other requisite approvals of its board of directors or other managing body authorising the execution, delivery and performance of the Agreement have been obtained and certified copies thereof, if requested by the Custodian, have been delivered to the Custodian prior to the execution of the Agreement, and that these remain and will continue to remain in full force and effect as at the date of the Agreement and during the currency of the Agreement without revocation or amendment;
- (iii) if the Customer should act as agent or otherwise in a representative capacity for any person in respect of the Agreement, notwithstanding the foregoing, the Customer shall remain fully responsible and liable to the Custodian for the performance of all obligations expressed to be obligations of the Customer hereunder as if the Customer were acting as principal and not as agent or in a representative capacity; and
- (iv) the Customer has validly appointed the Investment Manager as its investment manager in respect of the Property and that the appointment has not been terminated and that the Investment Manager has and will continue to have full power and authority to give Instructions to the Custodian.

5. INSTRUCTIONS

5.1. In these Terms, the term “Instructions” means instructions from the Customer or the Investment Manager in respect of any of the Custodian’s duties hereunder which have been received by the Custodian:-

- (i) in writing (including, without limitation, facsimile transmission) or by tested telex signed or given by any Authorised Person;
- (ii) which have been transmitted electronically through an electronic on-line service and communications system offered by the Custodian or other electronic instruction system or network acceptable to the Custodian; or
- (iii) by way of such other form of communication as the Customer or the Investment Manager may from time to time authorise in writing and which the Custodian has agreed in writing to accept.

5.2. Instructions may relate to specific transactions or to types or classes of transactions, and may be in the form of standing instructions. Instructions shall continue in full force and effect until cancelled or superseded.

5.3. If any Instructions are unclear and/or ambiguous, the Custodian may in its absolute discretion and without any liability on its part, act upon what it believes in good faith such Instructions to be or, refuse to execute such Instructions until any ambiguity or conflict has been resolved to its satisfaction. In the event that the Custodian shall receive conflicting Instructions from the Customer and the Investment Manager, the Instructions of the Customer shall prevail.

- 5.4. Instructions shall be carried out by the Custodian subject to the rules, operating procedures and market practice of any relevant stock exchange, clearing house, settlement system or market where or through which they are to be executed, and will be acted upon by the Custodian only during banking hours and on banking days when the applicable financial markets are open for business. The Custodian may further refuse to execute Instructions if in the Custodian's opinion they are contrary to any applicable law, rule or other regulatory requirement (whether arising from any governmental authority, self-regulatory organisation or that of a relevant stock exchange, clearing house, settlement system or market as aforesaid).
- 5.5. Instructions shall be given in the English language and the Custodian shall be entitled to rely upon the continued authority of any Authorised Person to give the same until the Custodian receives notice from the Customer to the contrary.

6. TRANSACTIONS NOT REQUIRING INSTRUCTIONS

In the absence of contrary Instructions, the Custodian is authorised by the Customer to carry out the following relating to the Property without recourse to the Customer or the Investment Manager:-

- (i) to sign any affidavits, certificates of ownership or other certificates relating to the Property which may be required by the Inland Revenue Authority of Singapore or any other regulatory authority in any relevant jurisdiction, whether governmental or otherwise, and whether relating to ownership, income tax or capital gains, or any other tax, duty or levy (and the Customer further agrees to ratify and to confirm or to do, or to procure the doing of, such things as may be necessary to complete or evidence the Custodian's actions under this paragraph (i) or otherwise under the Agreement);
- (ii) to collect and receive, for the account of the Customer, all income and other payments and distribution in respect of the Property, and (in the absence of contrary Instructions) credit the same to the Cash Account;
- (iii) to take any action necessary and proper in connection with the receipt of income and other payments and distributions as are referred to in paragraph (ii), including (without limitation) the presentation of coupons and other interest items;
- (iv) to receive and hold for the account of the Customer any capital arising out of or in connection with the Property whether as a result of its being called or redeemed or otherwise becoming payable (other than at the option of the holder thereof) and (in the absence of contrary Instructions) credit the same to the Cash Account;
- (v) to take any action necessary and proper in connection with the receipt of any capital as is referred to in paragraph (iv), including (without limitation) the presentation for payment of any Property which becomes payable as a result of its being called or redeemed or otherwise becoming payable (other than at the option of the holder thereof) and the endorsement for collection of cheques, drafts and other negotiable instruments;
- (vi) to receive and hold for the account of the Customer all Securities received by the Custodian as a result of a stock dividend, share sub-division or reorganisation, capitalisation of reserves or otherwise;
- (vii) to exchange interim or temporary receipts for definitive certificates, and old certificates for new certificates;
- (viii) to make cash disbursements for any expenses incurred in handling the Property and for similar items in connection with the Custodian's duties under the Agreement, and debit the same to the Cash Account or any other account of the Customer with the Custodian; and
- (ix) to deliver to the Customer and the Investment Manager transaction advices and/or regular statements of accounts showing the Property held at such intervals as may be agreed between the

Parties and to notify the Customer and the Investment Manager of all official notices, reports and financial information relating to the Property when received by the Custodian, and to seek Instructions as to any action to be taken in connection therewith.

7. TRANSACTIONS REQUIRING INSTRUCTIONS

The Custodian is authorised by the Customer to carry out the following transactions relating to the Property upon receipt of specific Instructions:-

- (i) to deliver Property sold by or for the account of the Customer, as may be specified by the Customer or the Investment Manager in its Instructions, such delivery to be made by the Custodian in accordance with then prevailing rules, operating procedures or market practice on any relevant stock exchange, clearing house, settlement system or market where or through which such delivery is to be made;
- (ii) to make payment for and/or to receive Property purchased by or for the account of the Customer, as may be specified by the Customer or the Investment Manager in its Instructions, such payment to be made by the Custodian in accordance with then prevailing rules, operating procedures or market practice on any relevant stock exchange, clearing house, settlement system or market where or through which such payment is to be made;
- (iii) to deal with scrip issues, warrants, conversions, options and other similar interests offered or received by the Custodian (or its nominees, sub-custodians or agents) in connection with the Property, only as may be specified by the Customer or the Investment Manager in its Instructions;
- (iv) to exercise any voting rights attached to Securities, only as may be specified by the Customer or the Investment Manager in its Instructions;
- (v) except as otherwise provided in the Agreement , to deliver or dispose of the Property, only as may be specified by the Customer or the Investment Manager in its Instructions; and
- (vi) to insure the Property on the Customer's behalf provided that the Customer makes available to the Custodian, the cost of such insurance in advance or authorises the Custodian to debit such cost to the Cash Account or any other account of the Customer with the Custodian.

8. POOLING AND REGISTRATION

The Customer agrees and undertakes that:-

- (i) any Property may be pooled with other property, like with like, and that the Customer's beneficial entitlement to any property that has been pooled shall be proportionate to the Property deposited with the Custodian by the Customer (as increased or diminished by subsequent sales or purchases from time to time);
- (ii) except as may be specified by the Customer or the Investment Manager in its Instructions or in the case of book-entry securities required to be registered in the name of any Clearance System, Property with registration requirements in Singapore or any relevant jurisdiction shall be registered as the Custodian may direct either in the name of the Custodian or its nominee company or its agent or sub-custodian in Singapore or in such jurisdiction where the Property is required to be registered or may otherwise be held; and
- (iii) in respect of any Property the title to or rights in respect of which are evidenced by book entry records in a Clearance System, the Custodian may require that such transfers be made as are necessary for such Property to be credited to a Clearance System account or sub-account in the name of the Custodian or its nominee, sub-custodian or its agent.

9. CASH ACCOUNT PAYMENTS

Save as otherwise provided in the Agreement , the Custodian shall make, or cause its nominees, sub-custodians or agents to make, payments of cash out of the Cash Account only:-

- (i) in connection with the purchase of Securities and other property for the account of the Customer and their delivery to the Customer, or their crediting to the Custody Account or other account of the Customer;
- (ii) in the payment for the account of the Customer of taxes, management or supervisory fees, agents' and other advisers' fees, distribution and operating expenses incurred under the terms of the Agreement ;
- (iii) for payments to be made in connection with the conversion, exchange or surrender of Property held in the Custody Account;
- (iv) for other purposes as may be specified by the Customer or the Investment Manager in its Instructions; or
- (v) upon the termination of the Agreement on the terms hereof,

PROVIDED THAT the payments referred to above do not exceed the funds available in the Cash Account at any time and that nothing in the Agreement shall oblige the Custodian to extend credit, grant financial accommodation or otherwise advance moneys to the Customer for the purpose of meeting any such payments or otherwise carrying out any Instructions.

10. CUSTODY ACCOUNT AND CASH ACCOUNT PROCEDURES

With respect to any transaction involving Property held in or to be acquired for the Custody Account, the Custodian may in its absolute discretion cause the Cash Account to be credited on the contractual settlement date with the proceeds of any sale or exchange of Property from the Custody Account or with any income, dividends, interests, redemption proceeds or other entitlement arising from the Property, and to be debited on the contractual settlement date for the cost of Property purchased or acquired for the Custody Account, PROVIDED THAT the Custodian may reverse any credit or debit (without being responsible for interest thereon) if: (i) the transaction with respect to which the credit or debit was made fails to settle within such period after the contractual settlement date, (ii) the income, dividends, interests, redemption proceeds or other entitlement fails to be honoured by the issuer of the Property or such other party, (iii) such credit or debit is excessively or wrongfully made, in each case as reasonably determined by the Custodian in its absolute discretion, and if any Property delivered pursuant to this Clause 10 is returned by the recipient thereof, the Custodian may cause any credit and debit relating thereto to be reversed at any time. With respect to any transactions as to which the Custodian does not determine so to credit or debit the Cash Account, the proceeds from the sale or exchange of Property will be credited and the cost of Property purchased or acquired will be debited to the Cash Account on the date the proceeds in available funds or such Property are actually received by the Custodian.

11. WITHDRAWAL AND DELIVERY

The Customer may at any time subject to Clause 16, demand withdrawal of all or any part of the Property in the Custody Account and/or the Cash Account. Payments of cash shall be made at the expense of the Customer by banker's draft, telegraphic transfer, cheque or otherwise as may be agreed by the Custodian. Delivery of any Property other than cash will be made without undue delay at such location as the Parties may agree at the expense of the Customer. Where necessary the Custodian will on withdrawal transfer any Property into the name of the Customer or as it may direct at the expense of the Customer.

12. USE OF AGENTS, ADVISERS AND CLEARANCE SYSTEMS

The Customer agrees and understand that:-

- (i) the Custodian is authorised to appoint agents and sub-custodians (including any member of the OCBC Group), whether in its own name or that of the Customer and on such terms and conditions as the Custodian may determine in its sole discretion (including that such agents or sub-custodians may further delegate, subcontract, outsource or otherwise appoint any other person), to perform any of the duties, and/or to exercise any of the rights and powers, of the Custodian under the Agreement . The Custodian may delegate to any agent or sub-custodian so appointed any of its functions under the Agreement including (without limitation) the collection of all payments due on the Property and whether of an income or a capital nature;
- (ii) in selecting and appointing agents and sub-custodians, the Custodian shall use all reasonable care to ensure that it appoints only reputedly competent persons. The Custodian shall not be responsible for the performance by such agents or sub-custodians of any of the duties delegated to them under the Agreement ; and
- (iii) the Custodian is entitled and authorised to deposit any Property (other than cash) in any Clearance System, and to open, maintain and operate an account or accounts, in its own or its nominee's name or in the name of the Customer, with any such Clearance System, and any Property so held, and any such account shall be subject to the rules and operating procedures of such Clearance System and any applicable laws and regulations whether of a governmental authority or otherwise. References in this paragraph to an account with a Clearance System shall include, but shall not be limited to, an account or sub-account with any agent or nominee of such Clearance System or with any person authorised to maintain accounts or sub-accounts for the purposes of that Clearance System. The Custodian shall not be responsible or liable for any loss arising from the deposit of any Property with, and the employment of, any Clearance System.

13. OCBC GROUP'S INVOLVEMENT

13.1. The Customer hereby authorises the Custodian without the need for the Custodian to obtain the Customer's prior consent:-

- (i) when acting on Instructions from the Customer or the Investment Manager, to purchase and sell Securities or any other property from and to the Custodian or any other member of the OCBC Group and through any member of the OCBC Group, and from and to any other client of the Custodian; and
- (ii) to obtain and keep, without being liable to account to the Customer, any commission payable by any third party or any other member of the OCBC Group in connection with dealings arising out of or in connection with the Custody Account and/or the Cash Account.

13.2. The Customer agrees and understands that if the Custodian, acting on Instructions from the Customer or the Investment Manager, arranges for investment in the name of the Custodian (but for the account of the Customer) in any Securities or any other property, held, issued or managed by any member of the OCBC Group, then such member of the OCBC Group may retain a profit (other than the charges, commissions and fees payable by the Customer under the Agreement) without being liable to account to the Customer for such profit.

13.3. The Customer agrees and understands that the Custodian may have banking relationships with companies whose Securities or any other property are held in the Custody Account or which are purchased or sold for the Custody Account.

14. SCOPE OF RESPONSIBILITY

The Customer agrees and acknowledges that:-

- (i) subject to the Agreement, the Custodian shall use all reasonable care in the performance of its duties under the Agreement but shall not be responsible for any loss or damage suffered by the Customer as a result of the Custodian performing such duties unless the same results from an act of negligence

or wilful default on the part of the Custodian, and in which event the liability of the Custodian in connection with any Property shall not exceed the market value of such Property at the time of such negligence or wilful default as aforesaid. In no event shall the Custodian be liable for any consequential or special damages;

- (ii) so long as and to the extent that it has exercised reasonable care, the Custodian shall not be responsible for the title, validity or genuineness of any Property or other property or evidence of title thereto received by it or delivered by it pursuant to the Agreement and shall be held harmless by the Customer in acting upon, and may conclusively rely on, without liability for any loss resulting therefrom, any notice, request, consent, certificate or other instrument reasonably believed by it to be genuine and to be signed or furnished by the proper party or parties, including, without limitation, Instructions;
- (iii) unless otherwise expressly agreed, the Custodian need not maintain any insurances on Property;
- (iv) upon receipt of each and every transaction advice and/or statement of account supplied to it by the Custodian pursuant to Clause 6 (ix), the Customer shall examine the same and notify the Custodian within fourteen (14) days of the receipt of any such advice or statement of any discrepancy between Instructions given and the situation shown therein and/or of any other errors therein. In the absence of any notification by the Customer, the Custodian shall not (in the absence of wilful default on its own part) be liable for the consequences of any discrepancy or error which was made or existed during the period covered by the statement or the transaction indicated by the advice. Any price or value given by the Custodian in respect of any of the Customer's Securities is only indicative information provided to the Customer and the Custodian shall not be liable for any loss suffered by the Customer in connection therewith;
- (v) the Custodian or its nominees, sub-custodians or agents, as the case may be, may (but without being under any duty or obligation) institute or defend legal proceedings, or take or defend any other action arising out of or in connection with the Property provided that the Customer indemnifies the Custodian against any costs, charges and expenses arising from such proceedings or other action and makes available to the Custodian such security in respect of such costs, charges and expenses as the Custodian in its absolute discretion deems necessary;
- (vi) the Custodian does not have any responsibility if for any reason or cause beyond its reasonable control, including (without limitation) nationalisation, currency restrictions, acts of terrorism, acts of war, acts of God, breakdown or failure of transmission or communications or computer facilities, postal or other strikes or industrial action or the failure or disruption of any relevant stock exchange, clearing house, settlement system or market, the operation of the Custody Account and/or the Cash Account and/or the Custodian's ability to carry out Instructions or account to the Customer is restricted, removed or subject to delay in any way;
- (vii) subject to paragraph (i), all collections of the Property and of any funds or other property paid or distributed in respect of the Property is made at the risk of the Customer;
- (viii) subject to paragraph (i), the Custodian shall not be liable for any loss resulting from, or caused by the carrying out of any Instructions;
- (ix) the Customer shall be responsible for all filings, tax returns and reports on any transactions undertaken pursuant to the Agreement which must be made to any relevant authority whether governmental or otherwise and for the payment of all unpaid calls, taxes (including without limitation any goods and services or value added tax), imposts, levies or duties due on any principal or interest; or any other liability or payment arising out of or in connection with the Property, and in so far as the Custodian is under any obligation (whether of a governmental nature or otherwise) to pay the same on behalf of the Customer it may do so out of any moneys or assets held by the Custodian pursuant to the terms of this the Agreement;

- (x) the Custodian is not acting under the Agreement as tax adviser, investment manager or investment adviser to the Customer and that the Custodian's duty is solely to keep safe custody of the Property (with responsibility for the selection, acquisition and disposal of the Property remaining with the Customer at all times);
- (xi) the Custodian may rely in the performance of its duties under the Agreement and without liability on its part, upon any instructions believed by it in good faith to be given by an Authorised Person; and
- (xii) the Custodian shall be a bare custodian and not a trustee.

15. INDEMNITY

The Customer agrees to indemnify the Custodian and each of the Custodian's nominees, sub-custodians or agents and to hold the Custodian and such nominees, sub-custodians or agents harmless, against all costs, liabilities and reasonable expenses including (without limitation) any legal fees and disbursements on a full indemnity basis, and any goods and services tax, value added tax, sales tax or similar tax in connection therewith arising directly or indirectly:-

- (i) from the fact that the Property is registered in the name of or held by the Custodian or any such nominee, sub-custodian or agent;
- (ii) (without limiting the generality of paragraph (i)) from any act or thing (including, without limitation, any overdraft or other financial accommodation which arises on the books of the Custodian whether on an advised or unadvised basis) which the Custodian or such nominee, sub-custodian or agent allows, takes or does or omits to allow, take or do in relation to the Property under or pursuant to the Agreement or as a consequence of the carrying out of any Instructions; or
- (iii) from the Custodian or any such nominees, sub-custodians or agents carrying out any Instructions believed by it in good faith to have been given by an Authorised Person,

PROVIDED THAT neither the Custodian, its nominees, sub-custodians or agents shall be indemnified against any liability arising out of the Custodian's or such nominee's, sub-custodian's or agent's own negligence or wilful default.

16. LIEN

In addition to any general lien or other rights to which the Custodian may be entitled under any applicable law, the Custodian shall have a general lien on all Property (other than cash) until the satisfaction of all liabilities and obligations (whether actual or contingent) of the Customer owed to the Custodian under the Agreement. The Custodian shall be entitled without notice to the Customer to sell or otherwise realise any such Property and to apply the proceeds of any such sale or realisation and monies from time to time deposited with it under the Agreement in the satisfaction of such liabilities and obligations; for the purpose of such application the Custodian may purchase with any monies standing to the credit of any account such other currencies and at such rate(s) of exchange as may be necessary to effect such application.

17. FEES AND EXPENSES

Without prejudice to any of its liabilities and obligations under the Agreement the Customer agrees to pay to the Custodian from time to time such fees/commission including any applicable goods and services tax or other value added tax (whether imposed in Singapore or elsewhere) for its services pursuant to the Agreement as may be notified by the Custodian to the Customer from time to time and the Custodian's out-of-pocket or incidental expenses, including (without limitation) all those items referred to in Clause 9 (ii), and agrees to hold the Custodian harmless from any liability, loss, or withholding, resulting from any taxes or other governmental charges, and any expenses related thereto, which may be imposed, or assessed in connection with or arising out of the Custody Account and/or the Cash Account. The Custodian is further authorised to debit (as well after as before the date of any termination pursuant to Clause 18) any account

of the Customer with the Custodian including (without limitation) the Cash Account, any amount owing to the Custodian from time to time under the Agreement.

18. TERMINATION

Either of the Parties may terminate the Agreement on giving not less than 30 days' written notice to the other Party. Upon the expiry of such notice the Custodian shall, subject to Clause 16, account to the Customer in accordance with the terms of Clause 11, PROVIDED THAT if the Custodian has effected any transaction on behalf of the Customer the settlement of which is likely to extend beyond the expiry of such notice, then the Custodian shall be entitled in its absolute discretion to close out or complete such transaction and to retain sufficient funds from the Property for that purpose.

19. ASSIGNMENT

The Agreement shall bind and enure for the benefit of the Parties and their respective successors, provided that neither of the Parties may assign, transfer or charge all or any of their rights and benefits hereunder.

20. DISCLOSURE

The Customer agrees and irrevocably authorises the Custodian to disclose any particulars and information regarding the Customer, the Property, the Custody Account and/or the Cash Account, the operation of the Custody Account and/or the Cash Account and any other information which may be required or appropriate to be disclosed, to such extent and in such circumstances as the Custodian in its absolute discretion considers appropriate including but not limited to the following:-

- (i) to any agent or sub-custodian appointed by the Custodian pursuant to the Agreement and any office, branch, affiliate, subsidiary, correspondent, agency, representative office of, third parties providing services to, or any other person to whom such agent or sub-custodian has further delegated, subcontracted, outsourced or otherwise appointed to perform any of the respective obligations of, any such agent or sub-custodian, to any Clearance System, to any Authorised Person or to any other person to the extent the Custodian consider such disclosure to be necessary or expedient in connection with the Agreement ;
- (ii) to any issuer of securities and its share registrars;
- (iii) to tax authorities (including but not limited to the Inland Revenue Authority of Singapore and the Inland Revenue, Malaysia) in relation to dividends paid by Singapore and Malaysian companies and in connection with tax deductions at source and the annual dividend statements required to be made by the Custodian or its nominee;
- (iv) to any securities exchange, governmental agency, statutory board or authority in Singapore or elsewhere; or
- (v) if permitted or required to do so by any applicable law, statute or other regulation of or by any court order or similar process enforceable in any relevant jurisdiction.

21. DATA PROTECTION

21.1. (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 Custodian, its related corporations (collectively, the "**OCBC Group**"), and their respective business partners and agents (collectively, the "**OCBC Representatives**") collecting (including by way of recorded voice calls), 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 the custodian services set out in the Agreement to the Customer. Such purposes are set out

in a Data Protection Policy, which is accessible at www.ocbc.com/business-policies or available on request and which the Customer has read and understood.

21.2. (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 the provision of the custodian services set out in the Agreement to the Customer or at the request of, or by or through the Customer 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 (including by way of recorded voice calls), 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 the custodian services set out in the Agreement to the Customer. Such purposes are set out in a Data Protection Policy, which is accessible at www.ocbc.com/business-policies 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.

FATCA POLICY AND CRS POLICY

21.3. The Custodian’s Foreign Account Tax Compliance Act (FATCA) Policy (the “**FATCA Policy**”) and the Custodian’s Common Reporting Standard (CRS) Policy (the “**CRS Policy**”) forms part of the terms and conditions governing the Customer’s relationship with the Custodian established under the Agreement . The FATCA Policy and the CRS Policy shall be binding on the Customer and the Customer agrees to comply with and adhere to the FATCA Policy and the CRS Policy, which are accessible at www.ocbc.com/business-policies or available on request. The terms and conditions under the Agreement are subject to the FATCA Policy and the CRS Policy. Should there be any conflict or inconsistency between any of the contents of the FATCA Policy and/or the CRS Policy and the terms and conditions under the Agreement, the contents of the FATCA Policy and/or the CRS Policy (as applicable) shall prevail.

22. SEVERABILITY

In the event that any of the provisions of the Agreement shall be determined invalid, void or unenforceable, such provision shall be deemed to be deleted from the Agreement and the remaining provisions of the Agreement shall continue in full force and effect.

23. CONTRACTS (RIGHTS OF THIRD PARTIES) ACT

A person who is not a party to the Agreement has no right under the Contracts (Rights of Third parties) Act 2001 to enforce any term of the Agreement.

24. NOTICES

Unless otherwise provided under the Agreement , all notices, requests, demands and other communications required or permitted to be given by one Party to the other under the Agreement or in connection therewith shall be given or made in writing in the English language and delivered personally or sent by pre-paid post (by airmail if to another country), or by fax or telex addressed to the intended recipient thereof at the address, fax number or telex number, and marked for the attention of the person (if any), from time to time designated by that Party for the purpose of the Agreement . The initial address, fax number, telex number and person (if any) so designated by each Party are set out under its name at the end of the Agreement . Any communication from one Party to the other shall be deemed to have been received only upon actual receipt by such Party.

25. AMENDMENTS

25.1. The Custodian may at any time in its sole and absolute discretion and upon written notice to the Customer, change any one or more of the provisions in the Agreement and/or discontinue the

provision of any type of Accounts governed by the Agreement permanently. Such change(s) and/or discontinuation(s) shall take effect from the date stated in the notice, which in most instances, shall be no less than thirty (30) days from the date of the notice.

25.2. Where the Customer continues to operate the Account(s) after such notification, the Customer shall be deemed to have agreed with and accepted the amendments. If the Customer does not accept any such amendments, the Customer shall forthwith discontinue operating the Account(s) and instruct the Custodian to close the Account(s).

25.3. The Custodian may notify the Customer of any changes to the Agreement or any changes to the scope of the Products by:

- (a) publishing such changes in the Statements of Account to be sent to the Customer;
- (b) displaying such changes at the Custodian's branches or automated teller machines;
- (c) posting such changes on the Custodian's website(s);
- (d) electronic mail or letter;
- (e) publishing such changes in any newspapers; and/or
- (f) such other means of communication as the Custodian may determine in its sole and absolute discretion.

26. GOVERNING LAW AND JURISDICTION

The Agreement shall be governed by, and construed in accordance with, the laws of Singapore and the Customer hereby submits to the exclusive jurisdiction of the courts of Singapore.