

## **OCBC Bank Limited**

### **Structured Deposit Terms and Conditions**

This Structured Deposits Terms and Conditions together with the applicable Term Sheet, Confirmation (defined as below) and Terms and Conditions Governing Deposit Accounts issued to investor in respect of relevant Structured Deposit (defined as below), shall be applicable to the specific Structured Deposit(s) issued by OCBC Bank Limited from time to time.

#### **1. Interpretation**

The following terms under this Structured Deposit Terms and Conditions shall be defined as below, unless the context requires otherwise.

“Investor” means domestic investment institutions and individuals who shall comply with the related stipulations of laws of the People’s Republic of China.

“Bank” means OCBC Bank Limited unless otherwise stated.

“Structured Deposit” (hereinafter referred to as “Structured Deposit” ) means the Deposit(s) embedded derivative products, which link interests, rates, equity or credit-linked products. Investor may obtain investment returns but taking investment risk accordingly.

“Principal Protected Structured Deposit” means in accordance with the terms and conditions of the Structured Deposit Agreement (defined as below), ensures guaranteed Principal amount to Investors. Investors shall undertake the investment risk other than the principal amount. The actual return of the Structured Deposit shall be based on the actual investment earnings.

“Non-Principal Protected Structured Deposit” means in accordance with the terms and conditions of the Structured Deposit Agreement (defined as below), the actual return shall be based on actual investment earnings of the Structured Deposit, and the Principal amount is not guaranteed.

“Currency” means the investment currency which have been confirmed by both the Investor and the Bank , unless otherwise stated in the Structured Deposit Agreement (defined as below), including “Base Currency” , the currency which investors initially purchased the Structured Deposit from the Bank with, as specified in the Confirmation and/or the Term Sheet; “Alternate Currency” (if applicable) means a currency or several currencies agreed between the Investor and the Bank as the alternative currency for the Structured Deposit, as specified in the Confirmation and/or the Term Sheet.

“Application Form” means the Structured Deposit application form drafted by the Bank, to be completed by the Investor. Investor ‘s completion, signing and delivery the same to the Bank constitutes an offer to the Bank to enter into the transaction(s) relating to the relevant Structured Deposit(s).

“Terms and Conditions” means this Structured Deposit Terms and Conditions, which is drafted by the Bank shall govern all the transaction(s) relating to the relevant Structured Deposit(s) between the Bank and the Investor. Upon the Investor’ s signing, this Terms and Conditions shall produce legal effect between the Investor and the Bank.

“Term Sheet” means the term sheet related to the specific terms of transactions in respect of a Structured Deposit as issued by the Bank to the Investor, and shall be signed and confirmed by the Investor. Upon the Investor’ s signing and delivery of the Term Sheet to the Bank, the Terms Sheet shall be legally binding on the Investor.

“Confirmation” means that upon receipt of the duly completed and signed Term Sheet by the Investor, a written notice(s) (including telex, facsimile or other electronic means stated in this Terms & Conditions) shall be issued to the Investor, in which the Bank confirms its acceptance of the application to the transaction(s) relating to the relevant Structured Deposit(s) hereinafter referred to as the "Confirmation").

“Structured Deposit Agreement ” includes Application Form, Term Sheet, this Terms and Conditions and Confirmation in respect of the transaction of the designated Structured Deposit , together with any supplementary and amendments thereafter from time to time.

“Deposit Accounts Terms and Conditions ” refers to Terms and Conditions related to Deposit Accounts that includes any supplementary and amendments thereafter from time to time.

“Principal Amount” means the amount in the Base Currency as specified in or calculated in accordance with the Application Form as confirmed by the Bank in the Confirmation, and/or the Term Sheet, which is to be or has been placed by the investor, and accepted by the Bank for a Structured Deposit pursuant to this Terms & Conditions and Term Sheet.

“Start Date” means the date agreed between the Investor and the Bank as the first Business Day on which a Structured Deposit shall commence, as specified in the Confirmation and/or the Term Sheet.

“Business Day” means the date on which banks in the countries are opened for business other than Saturdays, Sundays, as specified in the Confirmation and/or the Term Sheet.

“Cut-off Date and Time” means the Principal Amount for a Structured Deposit which the Investor has agreed ,shall be received by the Bank before the Cut-off

Date and Time, such dates shall be determined by the Bank and stated in the Confirmation and/or the Term Sheet.

“Early Termination Event” means an Early Termination Event or any other event of similar nature for a Structured Deposit as specified in and/or to be determined in accordance with the terms of the Confirmation and/or the Term Sheet; the occurrence of which shall either automatically, or provide the Bank with an decision to, terminate the transaction of such Structured Deposit in whole or, if applicable, in part prior to the Maturity Date.

“Early Termination Date” means the date on which a Structured Deposit transaction is terminated in whole or partially (if applicable) on or prior to the Maturity Date due to an Early Termination Event, in accordance with the Terms & Conditions and/or the Confirmation and/or the Term Sheet.

“Maturity Date” means the date of maturity of a Structured Deposit whose definition includes any modification, revision or extension to its initial date of maturity, as specified in the Confirmation and/or the Term Sheet.

“Maturity Time” means the maturity time of Interest Period for a Structured Deposit, as specified in the Confirmation and/or the Term Sheet.

“Valuation Date” means the valuation date of a Structured Deposit, as specified in the Confirmation and/or the Term Sheet.

“Valuation Time” means the valuation time of a Structured Deposit, as specified in the Confirmation and/or the Term Sheet.

“Interest Period” unless otherwise stated in the Confirmation and/or the Term Sheet, refers to the time period starting from the Start Date (including the day) to the first Interest Period (excluding the day) during the first interest period, and other time periods starting from the last Interest Payment Date (including the day)

to the next Interest Payment Date (excluding the day). If the relevant Structured Deposit matures on the Maturity Date according to the Structured Deposit Agreement, the specific Interest Period will end on the day itself (excluding the day); if the relevant Structured Deposit is terminated prior to such Maturity Date, the period shall end on Early Termination Date (excluding the day).

“Investment Period” means the time period starting from the Start Date (including the day) to the Maturity Date (excluding the day) in respect to a Structured Deposit as specified or determined in accordance with the provisions of the Confirmation and/or the Term Sheet.

“Settlement Date” means in relation to a Structured Deposit, the Maturity Date, the Early Termination Date (where early termination or redemption of such Structured Deposit is applicable) or similar other dates as specified in the Confirmation and/or the Term Sheet, on which the Redemption Amount (whether in the Base Currency or the Alternated Currency) is to be paid to the investor.

“Calculation Agent” unless otherwise specified in the Confirmation and/or the Term Sheet, means that the Bank shall be the Calculation Agent for the purposes of determining the various amounts payable and exercising any discretion granted in connection with every Structured Deposit. The Bank shall discharge its duty as calculation agent in good faith and all calculations and amounts determined by the Bank as the Calculation Agent shall be binding and decisive in the absence of manifest error.

“Interest rate” / “Rate” means the rate of interest/return applicable to the earning ratio of a Structured Deposit, as specified or determined in accordance with the formula specified in the Confirmation and/or the Term Sheet.

“Interest” / “Return” means the payable amount of interest/return in connection with a Structured Deposit, as determined by the Bank in accordance with the Confirmation and/or the Term Sheet.

“Interest/Return Payment Date” means the date on which the Interest or Return Amount is payable in connection with a Structured Deposit, as specified in the Confirmation and/or the Term Sheet.

“Instructions” means instructions issued or to be issued by Investor to the Bank shall receive in manners acceptable by the Bank.

“Redemption Amount” means unless otherwise provided in the Confirmation and/or the Term Sheet, the Principle Amount or such other amount (whether in the Base Currency or the Alternated Currency) to be paid in whole or partially (if applicable) on the maturity day or early redemption (if applicable) or termination of a Structured Deposit, as specified in and/or determined in accordance with the provisions of such Confirmation and/or Term Sheet.

“Exchange” means the Exchanges on which the Reference/Underlying Financial Instrument (defined as below) of a Structured Deposit is listed and quoted, as specified in the Confirmation and/or the Term Sheet, for example Singapore Exchange Ltd or other similar Exchanges.

“Exchange Business Day” means any trading day of the relevant Exchange.

“Reference/Underlying Financial Instrument” includes any one or more currencies, foreign exchange forwards, equities, bonds, interest rate futures, index futures, commodities and any other money market or financial instruments(if applicable), underlying or forms part of a Structured Deposit, as specified in the Confirmation and/or Term Sheet.

“ Law(s)” means any effective treaty, convention, constitution, charter, law, regulation, order, ordinance, and any judgment, interpretation, decision, order, rule, regime or other regulatory document of a similar nature that is issued by the authority having legislative, judicial or administrative power or function pursuant to

the applicable governing laws and is currently effective and having universal binding authority, or judicial judgments. “legal” or “legality” means the non-violation of the mandatory requirements of any applicable governing Laws.

“Generic Risk Disclosure Statement” means the generic risk disclosure statement setting out the generic risks associated with the Structured Deposit, as appended in the Appendix hereto.

“Specific Risk Disclosure Statement” means the risk disclosure statement(s) setting out the risks associated with a specific Structured Deposit.

“Market Disruption Event” means the occurrence or existence on an Exchange Business Day of any suspension of or limitation imposed on trading in the Reference Financial Instrument(s) of a Structured Deposit (if applicable) during the one-half hour period that ends at the Valuation Time on the Valuation Date or the Maturity Time on the Maturity Date.

**The headings in this Terms and Conditions are for convenience only and shall not affect the interpretation of the provisions herein. Where the context so requires, words importing the singular shall include the plural and vice versa. All references to a document in this Terms and Conditions shall include any supplements, modifications and amendments there to from time to time.**

## **2. Representations**

**(a) Investor represents and guarantees to the Bank that:**

**(i) The Investor possess the necessary capacity, powers, authority, knowledge and sophistication to transact or invest in each of the Structured Deposit and accept these Structured Deposit Terms and Conditions and to perform the related obligations and the Investor is not bankrupt or financially insolvent and no steps are being or have been taken to appoint a trustee in bankruptcy or receiver or judicial manager or liquidator over the Investor assets;**

**(ii) The Investor is entering into each Structured Deposit transaction and the related documentation as principal, and not as agent or in any other capacity, fiduciary or otherwise;**

**(iii) The Investor is the sole owner of the legal and beneficial interest in each Structured Deposit free of all security interest, encumbrances and claims whatsoever (save with the Bank's prior written consent) and that the Investor is acting as principal and not as agent for any person; and**

**(iv) The investment in any Structured Deposit and/or acquisition of each Reference Financial instrument contemplated by any Structured Deposit (and sources of funds used for such investment and/or acquisition) are lawful under all laws, regulations and regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to the Investor, and that the Investor will take all necessary actions to ensure that any investment in a Structured Deposit and/or acquisition of such Reference Financial Instrument (and sources of funds used for such investment and/or acquisition) will not contravene any law, regulation or regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to the Investor.**

**(b) The Investor further agree that the foregoing representations and warranties are and will, so long as any Structured Deposit remains outstanding or any of the rights or liabilities under or in respect of these Structured Deposit Terms and Conditions and/or the Structured Deposit remains to be exercised and/or discharged to the Bank's satisfaction, be repeated on every such day.**

### **3. Instructions and Communications in relation to Structured Deposit**

**(a) The Investor must give the Instructions and other communications in a manner acceptable to the Bank from time to time. The Bank may in its discretion decline to accept or to act on any Instructions received in manner unacceptable to the Bank. All Instructions once received by the Bank shall be binding on the Investor and shall not be cancelled, withdrawn or amended unless the Bank in its discretion agrees otherwise.**



(b) If inconsistent, overlapping or unclear Instructions or other communications are given, the Bank may at its discretion act on all, some or none of the Instructions or other communications until the ambiguity or conflict has been resolved to the Bank's satisfaction.

(c) The Bank may rely and act on any Instruction or other communication over the telephone, or in writing, by post, facsimile, electronic mail or otherwise, which it in good faith believes to have been given by the Investor and the transactions executed pursuant to such Instruction or other communication shall accordingly be binding on the Investor.

#### **4. Purchasing in Structured Deposit**

**(a) The Investor agree to forthwith pay the Bank, where applicable, any sum(s) in connection with a Structured Deposit as specified in or determined in accordance with the Confirmation and/or the Term Sheet to the account designated by the Bank. The foregoing funds shall be received by the Bank before the respective Cut-off Date and Time in full and freely transferable funds in the required currency without set-off, counterclaim, restriction or condition.**

(b) The Investor hereby authorise the Bank to open and maintain one or more accounts for the Investor' s Structured Deposit transactions, where necessary.

**(c) The Bank reserves the right, in its sole discretion and without assigning any reason, on or before the Start Date, or, if the funds are not received in accordance with Clause 4(a) above, at any time, not to accept any funds received (or to accept only part of such funds) for a Structured Deposit. In such event, the Bank will notify the Investor as soon as practicable and any funds received but not accepted for the purposes of the Structured Deposit will be paid to such account as notified by the Investor or if the Bank has not been notified of such account or that such account notified by the Investor have ceased to be operative, to any of the Investor' s account as the Bank shall in its absolute discretion determine in some form as determined by the Bank. The Bank shall not be liable for any losses, damages or expenses incurred or suffered by the Investor in connection with such non-acceptance of funds.**

**(d) Without prejudice and in addition to the foregoing, the Investor agrees to indemnify the Bank for any losses or costs suffered or incurred in unwinding a Structured Deposit transaction if the funds are not received in accordance with the provisions of such Cut-off Date and Time.**

## **5. Interest on Structured Deposit**

(a) Unless otherwise specified in Confirmation and/or the Term Sheet, interest or return for a Structured Deposit shall accrue on its Principal Amount or such other amounts as specified in the Confirmation and/or Term Sheet at the Interest Rate for the Interest Period and shall be calculated on the basis of the actual number of days elapsed in such Interest Period divided by the day count convention as specified in the Confirmation and/or the Term Sheet.

(b) Each Interest (or Return) Amount (if applicable) shall be subject to all applicable withholding taxes and shall be payable in arrears in accordance with clause 6(a) below.

## **6. Payment on Structured Deposit**

Unless otherwise specified in the Confirmation and/or the Term Sheet, subject to the payment by Investor of the Principal Amount and other sums (if any) in accordance with clause 5 above:

(a) On each Interest (or Return) Payment Date of a Structured Deposit, the Bank shall pay to the Investor the relevant Interest (or Return) Amount (calculated in accordance with clause 5 above) for the Interest Period to which such Interest (or Return) Payment Date relates and any other amounts (if any) as specified in the Confirmation and/or the Term Sheet;

(b) On the Settlement Date of a Structured Deposit, the Bank shall pay to the Redemption Amount and, where applicable, the relevant Interest or Return Amount (calculated in accordance with clause 5 above) for the immediately preceding Interest Period and any other amounts (if any) as specified in the Confirmation and/or the Term Sheet.

## **7. Early Termination**

Upon the occurrence of an Early Termination Event on a specific date or, if applicable, during a specific period or on a specific date, as specified in the Terms and Conditions and/or Confirmation and/or the Term Sheet, the Bank may at its sole discretion terminate the relevant Structured Deposit transaction, or if automatic termination is specified in the Confirmation and/or the Term Sheet, such Structured Deposit transaction shall automatically be terminated, and the Redemption Amount shall be paid in accordance with clause 6(b) above.

**8. Early Withdrawal of the Principal Amount Subject to the Consent of the Bank**  
**Early Withdrawal of the Principal Amount, or any part thereof, prior to the Maturity Date, may only be made with the consent of the Bank at its sole absolute discretion and upon such terms and conditions as the Bank may impose, including early termination charges, such charges and fees to be calculated in accordance with such formula as may be specified in the Confirmation and/or the Term Sheet and/or as the Bank may prescribe from time to time, and which may be deducted by the Bank from the Principal Amount or other amounts (if any) which are otherwise payable to the Investor in connection with the Structured Deposit.**

#### **9. Risks Disclosure for Structured Deposit**

**(a) Each Structured Deposit is accepted by the Bank on the basis that Investors have read, fully understood and agreed to these Structured Deposit Terms and Conditions and the Generic Risk Disclosure Statement. Investors understand and accept the risks involved in placing Structured Deposit with the Bank from time to time.**

**(b) In addition to the foregoing, Investors further agree that each Structured Deposit is also conditional upon their acceptance and acknowledgement of any Specific Risk Disclosure Statement in the Confirmation, the Term Sheet and/or such other documents which the Bank may furnish to the Investor from time to time.**

**(c) Investors agree to be solely responsible for considering carefully and seeking advice from the Investor' s legal, regulatory, tax, business, investment,**

financial, accounting and other professional advisers as may be required regarding the risks of each Structured Deposit before placing such Structured Deposit with the Bank from time to time.

#### **10. The Bank Not Liable**

The Bank shall not be liable for unavailability of the funds credited to any account due to restrictions on convertibility or transferability, requisitions, involuntary transfers, acts of war or civil strife, or other similar causes beyond its control, in which circumstances none of the Bank, its headquarters, its affiliates, other branches or subsidiaries of Oversea-Chinese Banking Corporation Limited shall be responsible therefore, and for the avoidance of doubt and without per-judice to the generality of the foregoing, if any fund in the account opened and maintained for the Structured Deposit is frozen by order of any court or other authority or competent body, any amount payable to the Investor by the Bank under or in connection with the Structured Deposit Agreement will not be paid to the Investor until such order is released, withdrawn or superseded. The Investor acknowledges and recognizes, the Investor's rights (including but not limited to Early Redemption and re-investment) under the Structured Deposit Agreement will be restricted. As the case may be, if any fund in the account opened and maintained for the Structured Deposit is ordered to be withdrawn by any court or other authority or competent body for the purposes of or in relation to any enforcement proceedings or compliance with any other orders, which causes the Structured Deposit to be early redeemed/terminated, the Bank may deduct early redemption amount or cost according to Term Sheet or other Structured Deposit Agreement. The Investor shall bear any losses incurred (such as investment losses, foreign exchange losses), and will compensate the Bank with all the Bank's losses, costs and expenses incurred (if any) upon the Bank's demand.

#### **11. Discharge of Liability**

**The Bank shall be discharged from its entire liability in connection with each Structured Deposit or, if only partially redeemed or terminated, such part thereof on its Settlement Date when the amounts payable under clause 6(b) above in connection with such Structured Deposit are credited to an account notified by the Investor to the Bank or if the Bank has not been notified of such account or that such account notified by the Investor has ceased to be operative, to and of the Investor' s account as the Bank shall at its absolute discretion determine or by way of cheque or in some other form as determined by the Bank.**

## **12. Set-Off**

**The Bank shall be entitled to deduct or set-off any amounts due by it to the Investor in connection with the Structured Deposit against any amounts due by the Investor to it (howsoever arising, matured or contingent and irrespective of currency or place of payment). If any payment or delivery obligation is unascertained, the Bank may in good faith estimate that obligation and set-off in respect of that estimation.**

## **13. Consent for Disclosure**

**For the purpose of the investment to the Structured Deposit, Investors shall irrevocably authorise the bank and its officers, within the permission of the laws, or regulations, to disclose information relating to them and/or their transactions with the Bank to any of the branches, subsidiaries and representative officers of the Bank , to the Bank' s holding company, the branches, subsidiaries and representative officers of the Bank' s holding company, to its custodians, nominees or agents, to any clearing or depository system, to any governmental or regulatory authority, and to any fiscal, paying or other agent or trustee or registrar or issuer of securities. Such authority to disclose shall continue notwithstanding that the Investor no longer own any Structured Deposit and/or account with the Bank.**

## **14. Indemnity**

**The Investor shall indemnify and compensate the loss of the Bank, its officers, employees, nominees and agents (the “Indemnified Persons” ) promptly on a full indemnity basis from and against all claims demands actions suits proceedings orders losses (direct or consequential) damages costs and expenses (including all duties, taxes and other levies and legal fees on a full indemnity basis) and any and all other liabilities of whatsoever nature or description howsoever arising which the Indemnified Persons may sustain or incur, directly or indirectly, in connection with or as a result of:**

**(a) Acting by the Indemnified Persons in accordance with the Instruction, and enforcement of these Structured Deposit Terms and Conditions or any other agreement in respect of any Structured Deposit;**

**(b) Investor’ s failure or inability to perform any of Investor’ s obligations under these Structured Deposit Terms and Conditions or any Structured Deposit transaction;**

**(c) Investment and /or acquisition by Investor and source of funds for such investment and/or acquisition; and /or**

**(d) Failure by Investor to comply with the laws, regulations or regulatory policy of any jurisdiction (including but not limited to all foreign exchange administration laws and regulations) binding upon or applicable to Investor.**

**Investor shall be responsible for taking all the necessary measures to avoid the aforesaid losses and liabilities and the Bank shall not, in any manner, be responsible or held liable for the foregoing or any omission thereof on Investor’ s part.**

## **15. Adjustment upon the Occurrence of an Event having a Diluting or Concentrative Effect on the Theoretical Value of the Reference Financial Instrument**

Upon the occurrence of an event having, in the sole and absolute determination of the Calculation Agent, a diluting or concentrative effect on the theoretical value of the Reference Financial Instrument(s) of a Structured Deposit, the Calculation Agent shall make the corresponding adjustment(s), if any, to the Strike Price(s) and/or the number of such Reference Financial Instrument(s) as specified in the Confirmation

and/or the Term Sheet. In any case, the Calculation Agent may also make adjustments as the Calculation Agent determines appropriate to any other variable relevant to the settlement or payment terms of such Structured Deposit to account for such diluting or concentrative effect and determine the effective date(s) of the adjustment(s).

## **16. Market Disruption Event**

(a) The Calculation Agent shall determine the existence of a Market Disruption Event.

(b) If the Calculation Agent determines the existence of a Market Disruption Event, then, in respect of such Structured Deposit, the Valuation Date and/or the Maturity Date (whichever one is or both are applicable) shall be the first succeeding Exchange Business Day on which there is no Market Disruption Event, unless there is a Market Disruption Event on each of the five Exchange Business Days or such other number of days as stipulated in the Term Sheet and/or the Confirmation immediately following the original Valuation Date and/or original Maturity Date (whichever one is or both are applicable). In that case, the fifth Exchange Business Day or such other day as stipulated in the Term Sheet and/or the Confirmation shall be deemed to be the Valuation Date and/or the Maturity Date (whichever one is or both are applicable), notwithstanding the Market Disruption Event. The Calculation Agent shall, then determine in good faith the estimate of the price of the Reference Financial Instrument(s) that would have prevailed but for that Market Disruption Event as of the Valuation Time and/or the Maturity Time (whichever one is or both are applicable) on that fifth Exchange Business Day or such other day as stipulated in the Term Sheet and/or the Confirmation.

## **17. AMENDMENT**

**The Bank may at any time at its absolute discretion and upon written notice to the Investor, change any one or more of these Terms and Conditions. Such change(s) shall take effect from the date stated in the notice.**

**Where the Investor continues to operate the Account(s) after such notification, the Investor shall be deemed to have agreed with and accepted the**

**amendments. If the Investor do not accept any such amendments, the Investor shall forthwith discontinue operating the Account(s) and instruct the Bank to close the Account(s) in accordance with clause 7 above.**

The Bank may notify the Investor of any changes to these Terms and Conditions by:

- (a) Publishing such changes in the Statements of Account (if any) to be sent to the Investor;
- (b) Displaying such changes at the Bank's branches;
- (c) Posting such changes on the Bank's website ([www.ocbc.com.cn](http://www.ocbc.com.cn)) ;
- (d) Electronic mail or letter;
- (e) Publishing such changes in any newspapers; or
- (f) Such other means of communication as the Bank may determine in its absolute discretion.

## **18. COMMUNICATIONS**

**(a) The Investor should ensure that the communication is accurate and valid. The Bank shall send relevant information on the Investor' s communication, which regards as the effective delivery. The Investor shall bear all the risks and consequences prior to the changes been made in relevant procedure.**

**(b) The Investor shall notify the Bank in writing (or, in such other mode(s) and/or methods agreed by the Bank from time to time) of any change in the Investor' s particulars. Before receiving the written notification, the Bank shall send relevant information on the communication, which regards as the effective delivery. The Investor shall bear all the risks and consequences prior to the changes been made in relevant procedure.**

(c) Any statement, advice, confirmation, notice, demand and all other correspondence by the Bank under these Terms and Conditions ( "the Correspondence" ) shall be served on the Investor:

(i) (where the Investor is an individual) on the Investor (or the Investor' s personal representatives) personally or (where the Investor is an institution) on any of the Investor' s officers personally;



(ii) By sending it to the Investor or to any of the Investor' s officers at the Investor' s last address registered with the Bank; or

(iii) By telex or facsimile addressed in any such manner as aforesaid to the Investor' s telex or facsimile address last registered with the Bank.

(iv) The correspondence shall be deemed to have been delivered on the day it was delivered personally or transmitted by telex or facsimile or if sent by post on the fifth day following posting (for domestic mail) or on the tenth day following the posting (for international mail).

(v) In the case of joint accounts, any notice served in accordance herewith on one of the Investor shall be deemed validly served on all of the Investor.

## 19. Miscellaneous

(a) The Investor agree (i) that all telephonic conversations between the Investor and the Bank in connection with any Structured Deposit may be electronically recorded and (ii) to the admission of such electronic records and any part thereof as evidence in any proceedings.

**(b) The Bank may at any time assign and/or transfer all or any of its rights, benefits and obligations under the Structured Deposit Agreement. Except with the Bank's prior written consent and subject to such conditions as the Bank may prescribe, the Investor shall not assign, transfer or change to any third party or create any security or other interest in or otherwise dispose of or purport to do the same in respect of a Structured Deposit or any part thereof.**

**(c) No failure or delay by the Bank in exercising or enforcing any right or option under the Structured Deposit Agreement shall operate as a waiver thereof or limit, prejudice or impair the Bank's right to take any action or to exercise any right as against the Investor pursuant thereto, or render the Bank responsible for any loss or damage arising therefrom.**

(d) Each of the provisions in the Structured Deposit Agreement is severable and distinct from the others and if at any time any one or more of such provisions is or becomes invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provisions shall not in any way be affected or impaired thereby.

(e) The Investor hereby agree that personal service of any writ of summons or other originating process or a sealed copy thereof pleadings or other documents may be effected on the Investor by leaving the same at the Investor' s place of business or abode or the Investor' s address in last known to the Bank (and in this connection the Bank shall be entitled to rely on the records kept by it or that of any registry or government or statutory authority) and if the Investor' s last known address shall be a postal box number or other hold mail address then personal service may be effected by posting the same to such address or addresses and the Investor irrevocably confirm service of such writs of summons originating process pleadings or documents in the manner aforesaid shall be deemed good sufficient personal service on the Investor.

**(f) Except for the Bank, none of the other branches and subsidiaries of Oversea-Chinese Banking Corporation Limited, wherever situate, shall under any circumstances whatsoever be liable to the Investor in respect of the Bank's obligations and/or liabilities under the Structured Deposit Agreement.**

(g) The Structured Deposit Agreement shall be governed by and construed in accordance with the Laws of the People's Republic of China and the Investor irrevocably agree to submit to the non-exclusive jurisdiction of the courts of the People's Republic of China.

(h) Any person who is not a party to an agreement governed by the Structured Deposit Agreement has no right under the Contract Law of the People's Republic of China to enforce any provision of the Structured Deposit Agreement.

**(i) Where " Investor" consist of two or more persons, or if the Investor is a partnership or other unincorporated entity consisting of two or more persons, the Structured Deposit Agreement shall be binding on the Investor' s respective successors in title, executors and personal representatives, as the case may be, and the Investor' s liabilities hereunder shall be joint and several. The Investor shall be jointly and severally responsible and liable to the Bank for all monies owing and liabilities incurred to the Bank by any one or more of the Investor or under or in connection with any provision of the Structured Deposit Agreement or any documents signed or made or sent or conveyed by any one or more of the Investor.**

(j) For each Structured Deposit, in the event of any conflict between:

(i) The provisions herein, the Term Sheet and the Confirmation of the Bank of the provisions of the Application Form, the Confirmation of the Bank shall prevail; and

(ii) The provisions herein and the Term Sheet, the provisions of the Term Sheet shall prevail.

**(k) For each Structured Deposit, in the event of any conflict between:**

**(i) The provisions herein, the Term Sheet and the Confirmation of the Bank of the provisions of the Application Form, the Confirmation of the Bank shall prevail;**

**(ii) The provisions herein and the Term Sheet, the provisions of the Term Sheet shall prevail;**

**(iii) The provisions under the Structured Deposit Agreement and the provisions of the Terms and Conditions Governing Deposit Accounts, the provisions of the Structured Deposit Agreement shall prevail; and**

**(iv) The Confirmation of the Bank and the Application Form, the Confirmation of the Bank shall prevail, except for obvious errors in the Confirmation.**

(l) These Terms and Conditions may be provided in both the English and Chinese language. In the event of any conflict, discrepancy or inconsistency between the two versions, the Chinese version shall prevail.

## APPENDIX

### Generic Risk Disclosure Statement

This brief Generic Risk Disclosure Statement does not purport to disclose or discuss all of the risks or other significant aspects of the Structured Deposit. This Generic Risk Disclosure Statement is intended as general only and is not specific to any transaction.

**Structured Deposit, unlike traditional deposits, is risky investment. The investor shall be fully aware of investment risk and make investment decision prudently.**

The Investor may wish to seek advice from a licensed or exempt financial adviser before making a commitment to place any Structured Deposit. Notwithstanding whether the Investor seek such professional advice, the Investor should carefully make the Investor' s own assessment of the relevant markets and consider if each Structured Deposit will be suitable for the Investor in the light of the Investor' s experience, financial circumstances and investment objectives.

The Investor should fully understand and be aware that it is the Investor' s sole responsibility to make the Investor' s own independent appraisal and investigation into the risks associated with the desired product (including, without limitation, obtaining advice from such professional advisers (including legal, regulatory, tax, business, investment, financial and accounting advisers) as the Investor may deem necessary to consult). The Investor must also ensure that the Investor have sufficient knowledge, experience, sophistication and professional advice to make the Investor' s own evaluation of the merits and risks of entering into such transactions.

In considering whether to purchase any Structured Deposit, the Investor should be aware of the following.

### **1. Contractual Terms and Obligations**

The Investor have the responsibility to fully understand the terms and conditions relating to each Structured Deposit. The Investor should therefore familiarise oneself with the terms and conditions of any agreement, contract or confirmation that the Investor may enter into with the Bank. The Investor must fully understand the Investor' s rights and obligations under each of such agreement, contract and/or confirmation, application form.

### **2. Investment Principal Unprotected**

Structured Deposit can be classified as Principal Protected Structured Deposit and Non - Principal Protected Structured Deposit. Principal is not guaranteed for Non - Principal Protected Structured Deposit, and Principalis only guaranteed according to the terms and conditions under Structured Deposit Agreement.

### **3. Variable Returns Contingent on Performance of Underlying Financial Instruments or Assets**

The Investor understands that the Structured Deposit are non-traditional deposits that offer enhanced returns through the use of embedded derivative instruments or assets.

The returns on such Structured Deposit are variable and may or may not be guaranteed, and are usually contingent on the performance of one or more reference instruments or assets, which include a single equity or debenture or basket of equities or debentures, foreign exchange or interest rates, or the occurrence of an underlying credit event. The Investor may sustain substantial losses on a Structured Deposit if the market conditions move against the Investor' s positions. The movement in interest and exchange rates are affected by a variety of factors, including, without limitation, market sentiments, currency speculation or inflationary fears, which may or may not offer a logical basis for an explanation of the market' s movement in a certain way. The Investor should therefore ensure that the Investor fully understand the risks involved in the reference instruments or assets and satisfy oneself that the Investor are willing to

accept such risk. In the case, where the investment and returns are not guaranteed, it is likely that the Investor may not receive or recover any return or investment on the maturity date.

In the case where the returns are not guaranteed, it is likely that the Investor may not receive any return on the maturity date.

#### **4. Liquidity of Structured Deposit**

The Investor understands that Structured Deposit usually carry a longer tenure than traditional deposits. The Investor should therefore ensure that the Investor has sufficient funds and/or the necessary liquidity to enable The Investor to hold each Structured Deposit with the Bank until the maturity date.

#### **5. Potential Losses on Voluntary Early Withdrawal/Termination**

The Investor is fully aware of the tenure of each Structured Deposit and the fact that the principal sum of such Structured Deposit is only guaranteed if held to maturity. Early withdrawal/termination of a Structured Deposit by the Investor may be prohibited or may result in the Investor receiving less than the initial investment amount, as the case may be. The Investor' s further understand that the Investor will bear any costs and charges associated with the Investor' s early withdrawal/termination of such Structured Deposit.

#### **6. Early Termination by the Bank**

Although the maturity date and the interest rate are pre-determined at the time of establishment of a Structured Deposit, the Investor is subject to the risk of price fluctuations in the underlying instruments or assets. In most cases, an increase or decrease (as the case may be) in the price of the underlying instruments or assets relative to the pre-determined strike price or formula on a pre-determined date or during a pre-determined period will result in the exercise of the right of the Bank to terminate such Structured Deposit and return an amount in cash to the Investor from the due settlement of such Structured Deposit.

#### **7. Exchange Risks and Exchange Controls**

The Investor acknowledge and accept that the Investor may be exposed to inherent exchange rate risks and exchange controls when the Investor affects a Structured Deposit where the principal is repayable in either the currency in which it is made (the base currency) or an alternative currency. The Investor understands that a loss on the principal amount (in comparison with the amount of the base currency initially deposited for a Structured Deposit) or any other amounts may be incurred where the proceeds of such Structured Deposit are paid at maturity in the alternative currency.

## **8. Legal Risks**

During the Interest Period, in the event that the continued performance of the Structured Deposit Transaction becomes illegal as a result of change of applicable Laws, such Structured Deposit shall be affected.

## **9. Past and Future Performance**

The Investor understand that any forecast on the economy, stock market, bond market and economic trends of the markets provided to the Investor is not necessarily indicative of the future or likely performance of any Structured Deposit. Where any past performance of a Structured Deposit, or that of its underlying financial instruments or assets, is provided to the Investor to illustrate possible returns of such Structured Deposit, the Investor understand that such past performance is also not necessarily indicative of future performance of such Structured Deposit.

## **10. Communication Failure Risk**

In order to understand the Structured Deposit information, the Investor shall login the Bank's website or call to the relationship manager or query to the Bank's branches in time. Communication failure, computer system failure or other factors such as force majeure for internet dissemination of information and influence, might cause the Investor not having correct understanding of the state of Structured Deposit. In addition, the Investor should ensure that the communication is valid, and notify the Bank in writing of any change. Before receiving the written

notification, the Bank shall send relevant information on the communication, which regards as the effective delivery. The Investor shall bear all the risks and consequences prior to the changes been made in relevant procedure.

### **11. Tax Risk**

Before placing any Structured Deposit, the Investor should understand the tax implications of doing so, e.g. income tax. Different Structured Deposit may have different tax implications. The tax implications are dependent upon the nature of the Investor' s activities and the transaction in question. The Investor should, therefore, consult the Investor' s tax adviser to understand the relevant tax considerations.

### **12. Credit Risk**

Though the Bank has purchased deposit insurance for this Structured Deposit, the Investor should be aware that the deposit insurance is subject to the reimbursement under a certain limit. Therefore, receipt of a portion of or even a substantial portion of the amount due at maturity under the Structured Deposit is still subject to the credit risk of the Bank, which may affect the Bank' s ability to meet payment obligations set out in the agreed terms. For any such agreed portion in excess of the maximum reimbursement limit, the Structured Deposit will constitute general and unsecured contractual obligation of the Bank and such obligations will rank equally with all other unsecured contractual obligation of the Bank. In case of insolvency of the Bank, **secured** liabilities of the Bank will have priority over unsecured obligations of the Bank, such as this Structured Deposit.

In the event that bankruptcy proceedings or composition, scheme of arrangement or similar proceedings to avert bankruptcy are instituted by or against the Bank, the payment of sums due on the Structured Deposit may be substantially reduced or delayed.

Deposit insurance refers to the system whereby the insured institutions pay insurance premiums to the deposit insurance fund management institution to form



deposit insurance funds for paying back the insured deposit to depositors. The deposit insurance is subject to the reimbursement under a certain limit. Where the total amount of the principal and interest of the deposit in all the insured deposit accounts opened by the same depositor in the same insured institution calculated on a consolidated basis is within the maximum reimbursement limit, such total amount will be reimbursed in full amount; and, any portion in excess of the maximum reimbursement limit, shall be paid with the liquidation property of the insured institution according to the law.

### **13. Further Risks and Acknowledgement**

The Investor acknowledges that the Investor is the Bank's non-professional counterparty and the Bank deals with the Investor at arms length as the Investor's counterparty. Any dealing, trading or transaction with the Bank by the Investor could result in a loss to the Investor and a gain to the Bank. The Bank and its affiliates (including related companies) may hold positions in securities, currencies; interest rates or other derivatives thereof for themselves or other clients and such positions may not be consistent with any advice given by their employees or officers.

## Execution Page

The investor hereby confirms that I/we have read carefully all the terms and conditions and risk disclosures contained herein (including the attached Generic Risk Disclosure Statement), clearly and fully understand such terms and conditions and the risks of the related Structured Deposit, and I/we are willing to be bound hereby and to bear the relevant risks.

Investor sign here please

Investor Name: \_\_\_\_\_

Investor Signatory: \_\_\_\_\_

Date: \_\_\_\_\_