

## **Terms and Conditions on FOREX Services**

The services under the FOREX Basic Agreement (the “Basic Agreement”) shall be provided by the Bank to the Customer subject to the terms and conditions set forth below. Terms defined in the Basic Agreement have the same respective meaning when used herein.

### **1. Foreign Exchange Contract Transactions**

#### **1.1 Description**

Under the Services, “Foreign Exchange Contract Transaction” means a transaction whereby the Customer enters transaction details on its screen (currency, amount, delivery date, etc.), based on which, the Bank calculates and displays on the screen tradable rate of a forward foreign exchange transaction at such time (same as set forth in the Foreign Exchange Transaction Conditions ) (the “Foreign Exchange Contract”), and by the Customer confirming the transaction details and the rate displayed on the screen and indicating its intention to execute the transaction in a manner designated by the Bank such as clicking on the applicable button on the screen, a Foreign Exchange Contract is concluded between the Customer and the Bank. Foreign Exchange Contract Transaction includes transactions to effect in the same manner a change of delivery date (excluding extensions) of a Foreign Exchange Contract already concluded (“Value Date Change Transaction”).

#### **1.2 Principle of Self-Responsibility**

The Customer shall conduct Foreign Exchange Contract Transaction only at its own responsibility and based on Customer’s own calculations.

#### **1.3 Transaction Conclusion**

A Foreign Exchange Contract Transaction is deemed concluded when the Customer confirms the transaction details and the rate displayed on the screen and indicates its intention to execute the transaction in the manner designated by the Bank, and when such indication of intention reaches the servers of the Bank within the required confirmation time period as designated by the Bank for each transaction, and the Bank’s servers complete the processing necessary to execute the transaction without any problem.

When a transaction is concluded, the Bank will display an operation number (different from the contract number to be notified by the Bank) on the transaction screen together with a message stating that the transaction has been successfully executed. If, for some reason, the message with regard to the execution of the transaction does not appear after the Customer has indicated its intention to execute a transaction, the Customer shall confirm with the Bank, in the manner designated by the Bank, whether a transaction has been executed, which must be done by either confirming via the FOREX Contract Inquiry (as defined in Clause 3.1 hereof) screen or inquiring directly with the Bank (however, for transactions after ordinary telephone reception hours, confirmation can only be made via the FOREX Contract Inquiry screen). The Customer shall be responsible for all losses arising from the failure to obtain confirmation.

#### **1.4 Limitation on Service Currencies, Hours, Transaction Limits, etc.**

Permitted currencies, transaction hours, limit per transaction, transaction maximum period, etc. under the Services (the “Service Details”) shall be separately stipulated by the Bank and made available to the Customer via the web site, etc. The Bank may change the Service Details without prior notice.

Even when the Customer has indicated the intention to execute a transaction within the scope of the Service Details, the Bank may partially or entirely limit the transaction, upon comprehensive

consideration of various factors including, but not limited to, the Customer's business operations, financial condition and status of transactions with the Bank. Further, even for permitted currencies, transactions cannot be conducted when the delivery date is a holiday in either of the countries in the currency-pair, or if it is a holiday in the United States.

#### 1.5 Emergency Suspension of Services

Notwithstanding Clause 1.4, the Bank may suspend Services in all currencies or any specific currency if the Bank determines that maintenance work is urgently necessary in order to maintain the Services or financial market conditions, including foreign exchange markets, have deteriorated, or that it is otherwise necessary.

#### 1.6 Transaction Changes/Cancellation

Any Foreign Exchange Contract executed under the Services, other than those subject to Value Date Change Transaction, may not be changed or cancelled via the Services by the Customer.

#### 1.7 Cancellation of Value Date Change Transactions

If the Bank recognizes the following situations with regard to any Value Date Change Transaction, the Bank may cancel such Value Date Change Transaction once concluded under the Services. The Customer shall be responsible for all fees and expenses arising in relation to such cancellation:

- (1) at the time the Bank enters a Value Date Change Transaction in the books, the transaction amount exceeds the unused balance of the Foreign Exchange Contract before the change; or
- (2) from the perspective of maintaining the sound financial condition of the Customer, the Bank determines that there is a problem with the Customer's conducting a Value Date Change Transaction.

### 2. **FOREX Contract Confirmation**

#### 2.1 Description

Under the Services, "FOREX Contract Confirmation" means the process where the Customer confirms the details displayed on the screen in relation to a Foreign Exchange Contract designated by the Bank that has been concluded via the Services or in any other manner, or in relation to changes to the transaction date thereof, or cancellation of a Foreign Exchange Contract designated by the Bank concluded in any manner other than under the Services, and the Customer notifies the result of its confirmation to the Bank in the manner designated by the Bank. Upon receipt of the foregoing confirmation result, the Bank shall deem that "Transaction Confirmation" as defined in the Foreign Exchange Transaction Conditions (meaning the "Foreign Exchange Contract Slip" or "Foreign Exchange Transaction Confirmation", etc., hereinafter the same shall apply) has been submitted.

#### 2.2 Subject Foreign Exchange Contract, Change of Transaction Date and Cancellation

Foreign Exchange Contracts, changes to the transaction date thereof and cancellations thereof subject to FOREX Contract Confirmation (a "Subject Transaction") shall be limited to those designated by the Bank, and for any other Foreign Exchange Contract, changes to the transaction date thereof or cancellation thereof, the Customer must submit a separate Transaction Confirmation even during the use of the FOREX Contract Confirmation. In addition, the Customer may only utilize FOREX Contract Confirmation with respect to all of the Subject Transactions and may not utilize FOREX Contract Confirmation for purposes of only one such Subject Transaction.

#### 2.3 Performance of FOREX Contract Confirmation Operation

After it becomes possible to confirm and perform the FOREX Contract Confirmation operation, the Customer must promptly confirm all Subject Transactions displayed on the screen that are subject to

FOREX Contract Confirmation and perform the FOREX Contract Confirmation operation in the manner designated by the Bank. If the Customer has any doubts in relation to any details, the Customer must immediately contact the Bank. If the Customer fails to perform the FOREX Contract Confirmation operation prior to the delivery date and executes a Foreign Exchange Contract, the Bank may deem that the Customer has performed FOREX Contract Confirmation operation.

Further, failure of the Customer to perform the FOREX Contract Confirmation operation with respect to any Subject Transaction shall not in any way affect any Subject Transaction already concluded, and the Customer must follow the details recorded in the books, etc. of the Bank.

If the Customer is unable to perform the FOREX Contract Confirmation operation due to a communication failure, the Customer must confirm the details of the relevant Subject Transactions in the manner designated by the Bank.

#### 2.4 Order of Priority

If there is any discrepancy between the details of the Subject Transaction for which the Customer has performed FOREX Contract Confirmation operation under the Services and the Transaction Confirmation separately submitted by the Customer, then confirmation by the FOREX Contract Confirmation shall prevail.

#### 2.5 Subsequent Correction

After performing the FOREX Contract Confirmation, if it becomes necessary to correct the transaction details for any reason, the Customer must confirm the transaction details after such correction and must perform the FOREX Contract Confirmation again. In such case, the FOREX Contract Confirmation performed with respect to the transaction details before correction shall become void.

### 3. **FOREX Contract Inquiry**

#### 3.1 Description

Under the Services, "FOREX Contract Inquiry" means an inquiry in relation to the details of a Foreign Exchange Contract designated by the Bank executed under the Services or otherwise executed in the past.

#### 3.2 Standards for Information

Information to be displayed shall be limited to information available under the Services at the time of inquiry by the Customer, and the Customer confirms that any information subject to change from time to time, such as unused balances, will not necessarily be entirely up-to-date with the latest information.

#### **4. Provision of Information on Exchange Rates, etc.**

- 4.1 Information provided under the Services (including, without limitation, prevailing market rates and publicized rates, as well as information provided via the rate alarm function or e-mail; the same shall apply in Clause 4.4) is limited to that which is available on the Bank's systems at the time of inquiry by the Customer, and the Customer confirms that such information will not necessarily be the latest information or reflect all available information.
- 4.2 If there are changes in any Foreign Exchange Contract or any related foreign exchange transaction or exchange rate information, etc., the Bank may correct or withdraw such information already provided under the Services. In such case, notice of correction or withdrawal shall not be made.
- 4.3 The Bank shall not be liable for any damages caused under Clauses 4.1 and 4.2.
- 4.4 Even in the case where information provided under the Services fails to reach the Customer due to failure of the Internet connection or any other communication lines, etc., the Bank shall not be required to provide such information again.

#### **5. Provision of Relevant Services to the Affiliated Company**

- 5.1 When the registration of the Affiliated Companies in connection to the Relevant Services is completed, the Bank will provide the Relevant Services to the Customer and the Affiliated Companies, in accordance with this Clause 5. In this case, FOREX Contract Inquiry and other Relevant Services in relation to information queries shall be provided to the Customer, and any Relevant Services other than FOREX Contract Inquiry and other services in relation to information queries may be provided to the Affiliated Companies through the Customer acting on behalf of the Affiliated Companies. Under this Clause 5, "Relevant Services" means services relating to forward foreign exchange, which the Customer may register by the Application and the services incidental thereto provided in accordance with this Clause 5 and "Affiliated Company" means each of the subsidiaries, the parent company and other affiliated companies of the Customer which the Customer may register by the Application in relation to the Relevant Services.
- 5.2 On the date of applying to the Bank for registration of the Affiliated Companies in connection to the Relevant Services ("Application Date"), the Customer must cause all such Affiliated Companies at the Application Date, to submit to the Bank the Consent to COMSUITE FOREX Services, in form and content reasonably satisfactory to the Bank, and must cause the Affiliated Companies to submit to the Customer a copy of such consent.
- 5.3 When applying to the Bank for registration of additional Affiliated Companies in connection to the Relevant Services after the Application Date, the Customer must cause the Affiliated Companies to submit to the Bank the Consent to COMSUITE FOREX Services, in form and content reasonably satisfactory to the Bank, prior to the date of its making such application, and must cause the Affiliated Companies to submit to the Customer a copy of such consent.
- 5.4 If the Customer breaches any of the obligations set out in Clause 5.2 or 5.3 above, then the Customer must compensate and indemnify the Bank against all damages and costs incurred by the Bank as a result of such breach.
- 5.5 The Customer and the Bank agree that upon delivery to the Bank of the Consent to COMSUITE FOREX Services in form and content reasonably satisfactory to the Bank from the Affiliated Companies in connection to the Relevant Services, the Affiliated Companies will be deemed as having consented and conferred to the Customer the power and authority to utilize Relevant Services other than FOREX Contract Inquiry and other services in relation to information queries on behalf of the Affiliated Companies.

- 5.6 If any disputes arise between the Bank and the Affiliated Companies regarding the provision of the Relevant Services to the Customer and the Affiliated Companies, the Customer must make best efforts to resolve such disputes and must compensate and indemnify the Bank against any damages and expenses incurred by the Bank in connection with any such disputes.

## **6. Personal Information**

- 6.1 The Bank may process, use and disclose the personal information (meaning the name, section/department, title, telephone number, facsimile number and e-mail address, which identifies any particular individual, hereinafter the same shall apply) provided by the Customer in relation to the Services for the following purposes (collectively, the “Purposes”):

- (1) to administer the application for, and implementation of, the Services;
- (2) to verify the identity of any person under all valid treaties, laws, cabinet orders, ministerial ordinances, regulations, notices, guidelines and any other laws, rules or regulations that are applicable now or hereafter and the qualification for the Services;
- (3) for research and development of financial instruments and services, including the market research and data analysis and the questionnaires to be conducted internally by the Bank;
- (4) to propose any financial instruments and services of the Bank and its affiliated and other related companies, by direct mailing or otherwise;
- (5) to exercise the rights and to perform the obligations in accordance with applicable laws and contracts with the Customer; and
- (6) other than the foregoing, to facilitate the transactions with the Customer.

- 6.2 The personal information may be collected from sources other than the Customer, and the Bank may thereafter process, use and disclose such personal information for one or more of the above Purposes. The Bank may disclose the personal information to third parties (located within or outside Singapore) for such third parties to process the personal information for one or more of the above Purposes. Without limiting the generality of the foregoing, such third parties may include: (i) the Bank’s parent company, head office, branches, subsidiaries, associated or affiliated organizations, or related corporations; (ii) any of the Bank’s agents, contractors or third party service providers that may/will collect and/or process the Customer’s personal information on the Bank’s behalf for one or more of the Purposes including but not limited to those who provide administrative or other services to the Bank such as mailing houses, telecommunication companies, information technology companies and data centers, disaster recovery service providers, storage providers and professional advisers; and (iii) any third parties if disclosure to such third parties is required pursuant to any law or regulation or court order and any law enforcement agencies or any other regulatory authorities (in Singapore or elsewhere).

- 6.3 By providing any personal information related to a third party individual (e.g. information of the Bank’s guarantors, officers or beneficial owners) to the Bank, the Customer represents and warrants that the Customer is and will be validly acting on behalf of and have the authority of all such third party individuals in providing or to provide his/her personal information to the Bank for the Purposes and for the Bank to disclose the same to third parties as described above, and that the valid consent of that third party individual has been obtained for the Bank to collect, process, use and disclose his/her personal information for the Purposes listed above and for the Bank to disclose his/her personal information to third parties as described above.

## **7. Transmission of PW Advice E-mail**

- 7.1 The Bank shall send to the Customer a challenge code by e-mail (the “PW Advice E-mail”) to the User e-mail addresses designated by the Customer (the “PW Advice E-mail Address”). For purposes of the provisions under Clause 7, the term “Customer” is limited to such Customer whose Singapore office (whether their head office or branch office) has entered into the Basic Agreement with the Bank.
- 7.2 The Customer hereby acknowledges and agrees in relation to the transmission of PW Advice E-mail set forth in Clause 7.1 above as follows:
- (1) The Bank shall send the e-mail to the PW Advice E-mail Address designated by the Customer and is under no obligation to verify the identity of the User.
  - (2) The Bank is under no obligation to confirm receipt of the PW Advice E-mail.
  - (3) The Bank shall not be responsible for any accident (including leakage of information) which may be caused by inaccuracy of the PW Advice E-mail Address provided by the Customer.
  - (4) The Bank is under no obligation to deal with queries of the recipient of the PW Advice E-mail, of which the Customer shall take care on its responsibility.
  - (5) If the PW Advice E-mail is not received, the Bank is under no obligation to re-send the same.
- 7.3 If the Customer receives a challenge code, the provisions of Clause 8.1 of the Basic Agreement shall apply but with "user IDs and passwords" referred to therein replaced by "user IDs, challenge codes, response codes and passwords".