

## CITI PRIVATE BANK CLIENT WEBSITE TERMS AND CONDITIONS AND USER AGREEMENT

This Website Terms and Conditions and User Agreement was updated on 24 July 2014. You should retain a copy of this Website Terms and Conditions and User Agreement for your records.

PLEASE READ THESE TERMS AND CONDITIONS CAREFULLY. BY ACCESSING THIS WEBSITE AND USING THE SERVICES, YOU WILL BE CONCLUSIVELY PRESUMED TO HAVE NOTICE OF AND HAVE AGREED TO BE BOUND BY THE MOST RECENT VERSION OF THE TERMS AND CONDITIONS OF THIS AGREEMENT AS MODIFIED FROM TIME TO TIME. IF YOU DO NOT ACCEPT ANY OF THESE TERMS OF THIS AGREEMENT, YOU MUST IMMEDIATELY DISCONTINUE YOUR ACCESS OF THIS WEBSITE AND/OR USE OF THE SERVICES.

We may, at our sole and absolute discretion, modify the terms of this Agreement at any time by Notice to you. It is your responsibility to review the terms of this Agreement from time to time, particularly if the most recent revision date is after the date on which you last reviewed them. Any changes will become effective as specified in the notice. If you use the Website and the Services after notification of a change in this Agreement, you will be bound by all such changes. The most recent version of this Agreement will be available for your review on the Website by clicking on the Website Terms and Conditions and User Agreement link on any page. By clicking on this link, you will also be able to see the last date on which this Agreement was modified. The most recent version of this Agreement and the last date on which it was modified are also available from your private banker. If at any time you do not agree to any revision of this Agreement, you must terminate your use of the Services by notifying us as set forth below under **“Customer Service”**.

### SCOPE OF AGREEMENT

These Website Terms and Conditions and User Agreement and each related document for authorization or designation by the account owner of a Third Party User as defined below (the **“Third Party User Agreement”**) (hereinafter referred to as **“this Agreement”**), represents the entire agreement between you and us with regard to your access to and use of the Website and the Services, as defined herein.

This Agreement governs your access to and use of certain electronic services now or hereinafter made available to you by us (the **“Services”**) on the Internet via the Citi Private Bank client Website (the **“Website”**), including electronic access to information about your Citi Private Bank accounts. Before you can use the Services or access the Website, please contact your private banker for a copy of the Client Electronic Services Enrolment Form.

This Agreement is in addition to any other terms and conditions, agreement, including amendments to any such agreement, that you have signed governing your relationship with us. Accounts and other services made available to you via the Website will be governed by separate agreements between you and us, although those agreements will be deemed to have been supplemented by the terms of this Agreement when you access them via the Website. By accessing the Website and using the Services, you agree to comply with all rules or restrictions contained in this Agreement, as modified from time to time. If this Agreement is inconsistent with any other document or agreement that you have signed governing your relationship with us, this Agreement prevails to the extent of the inconsistency.

The terms of this Agreement are effective as of 24 July 2014.

If you have any questions about the terms of this Agreement, please contact your private banker.

## 1. EXECUTING THIS AGREEMENT

**You may be asked to agree to or accept the terms and conditions of this Agreement by clicking on an “I agree”, “I consent” or other similarly worded button or entry field with your mouse, keystroke, or other computer device. By doing so, you expressly consent to be governed by the entire Agreement as described. In addition, you agree to the following:**

- You request access generally to the Website.
- You request that information be made available to you on the Website for each account, if any, for which you currently receive information or that you have otherwise designated to your private banker for this purpose (referred to below as “**Designated Accounts**”).
- You agree to receive this Agreement, Services and all future notices, information and regulatory disclosures in electronic form (see “**Consent to Electronic Delivery of Services and Electronic Communications**” below) and you confirm that you have available the software and hardware required to view and retain such information.

## 2. SPECIAL PROVISIONS FOR TRUST AND PIC ACCOUNTS

**If one or more of the Designated Accounts is held in the name of a Personal Investment Company (PIC) or Trust that is managed by Citibank or an affiliate, you also:**

- Instruct the relevant corporate and trust directors and officers to execute this Agreement on behalf of the owner(s) of all such Designated Accounts;
- Authorize delivery to you, via the Website, of information about each such Designated Account;
- Authorize the relevant corporate and trust director(s) and officer(s) to direct the relevant Citibank branch(es) and/or affiliate(s), wherever located, to provide information to you about such Designated Accounts, including account summaries and statements (“**Account Information**”), via the Website, on the terms and conditions set forth in this Agreement;
- Authorize the relevant corporate and trust director(s) and officer(s) to disclose your beneficial interest in such PICs and Trusts and in such Designated Accounts to the relevant branch(es) and/or affiliate(s) of Citibank; and
- Acknowledge that since information about the Designated Accounts and your beneficial interest in the Designated Accounts and the PICs and Trusts that hold such Designated Accounts will reside on servers in the United States and/or the jurisdiction where the relevant account is maintained, third parties, including official bodies and authorities and private persons, may be able to compel Citibank to disclose your beneficial interest therein, and expressly accept the consequences that may result from such linkage and disclosure.

Please review the Citi Private Bank Privacy Policy for Consumers <http://www.citi.com/privatebank/client/privacy.htm>, which governs your use of this Website, to understand our practices.

You should download, print out or otherwise retain a copy of this Agreement and the Terms and Conditions for your records.

You should select the Preferences link on the Website Home Page and select E-Mail Notifications to provide us with your external e-mail address, which will be used for notification purposes only.

### 3. DEFINED TERMS

“**You**,” “**your**,” and “**yours**” refer to you, the individual requesting access to the Website and the Services. Where the context so admits, “**you**,” “**your**,” and “**yours**” may also mean any “**Third Party Users**” – persons that you have authorized to access your account information in a Third-Party User Agreement.

“**Account**” refers to all and any of my accounts with Citibank (including sub-accounts) which I presently or may from time to time have for any or all of the Services.

“**Citibank**,” “**Citi Private Bank**,” “**we**,” “**us**” or “**our**” refers to Citibank N.A., or any of its branches and where an Account is opened and maintained with the India branch of Citibank, N.A., the reference to Citibank in relation to such Account in this document shall be deemed to be a reference to its branches in India, and any such reference shall include its successors and permitted assigns.

“**Citigroup Companies**” refers to Citibank, its head office, branches, representative offices and any subsidiaries, affiliated or associated companies of, or related entities owned or controlled directly or indirectly by Citigroup, Inc. and any of their respective branches and offices.

“**Codes**” refers to any of Citibank’s prescribed security procedures or any of Citibank’s prescribed access codes, electronic signatures, passwords, identification numbers, tokens, electronic devices or other equipment, for use in connection with the giving of Instructions through electronic mail or other electronic means.

“**Derivatives Contract**” means any derivatives transaction (regardless of the underlying), including futures, options, swaps and any relevant strategies or combinations as may from time to time be entered into by me with or through Citibank under the Master Derivative Agreement.

“**Information**” means any information including without limitation information relating to on-line account status, securities quotations and any other quotations (such as foreign exchange or interest rates), research commentaries, and news stories and any other information provided through the Website by Citibank or any unaffiliated third party vendor (“**Other Information Provider**”).

“**Information provided by you**” means any information provided by you regarding your investment objectives, risk tolerance levels or interest in particular products or services, and your transactions via the Website, including any data we compile from your usage of the Website.

“**Instructions**” refers to any instructions, orders, Notices, communication, messages, information or other materials given in connection with the Designated Account(s) or the Services and Instructions relating to any transaction or operation made or performed, processed or effected through the Transaction Services by you or any person purporting to be you or by Third Party Users.

“**Investment**” refers to any deposit, any placement or investment of any nature entered into with or through Citibank, including any Derivatives Contract (including any policies of assurance or insurance whatsoever, currencies, options or any derivatives on any currencies, commodities, interest rates or any index, indicator or benchmark, precious metals, cash, other assets and balances in an Account), and includes any interest, accretions, income or profits thereon and proceeds in respect thereof.

**“Losses”** means any losses, damages, costs, (including legal costs on a full indemnity basis), fines, expenses including all duties, taxes and other levies, interest, service charges and all goods and services taxes thereon, fees, charges, actions, suits, proceedings, claims, orders, claims for an Account or equitable compensation or equitable lien, any other demands, liabilities or remedy whatsoever or howsoever arising, any diminution in the value of or loss or damage to any property or Investments or any lost opportunity whereby the value of the same could have been increased or otherwise.

**“Master Derivative Agreement”** means the Master Derivative Agreement (including the documents referred to, the terms of which are provided therein to be incorporated therein) or any equivalent agreement governing Derivatives Contracts which may from time to time be entered into between Citibank and you.

**“Notices”** means any notice sent in the form of a statement or advice inserts, Alert(s), messages by electronic mail or pre-printed on statements or advices, or through any other appropriate form determined by us, including press advertisements, display of notices in our banking halls, reception, meeting areas or websites, or the sites/ screens of our automated teller machines or by such other means.

**“Other Software Supplier”** means any unaffiliated supplier of software used on, or used to access, the Website.

**“Services”** refers to the Transaction Services, Electronic Statement(s) Facility, Alert(s) and electronic services made available to you by us and/or such other electronic services as we may include from time to time.

**“Statement(s)”** means any information and/or material that we may deliver to you via the client Website at our sole discretion on such terms and conditions as may be modified from time to time. This includes without limitation, your monthly statement of Account, advices, confirmations, relationship report groups, investment objective suitability letter and any other marketing and investment material which we may send to you from time to time.

**“Third Party Users”** means an individual designated as a third party by the account owner through applicable enrolment form(s), including but not limited to the Client Electronic Services Enrolment Form. For the avoidance of doubt, “Third Party Users” also include any person purporting to be a Third Party User, acting on your behalf or purportedly acting on your behalf, with or without your consent.

**“Transaction Services”** means any banking, facilities or other services as may from time to time be made available electronically or otherwise by Citibank.

**“Website,” “the site,” or “client Website”** refers to the Citi Private Bank client Website accessible at <http://www.citiprivatebank.com>.

#### 4. THIRD PARTY USERS

4.1 You can grant access to your account information via the Website to one or more of the individuals to whom you have granted conventional access to such information (i.e. persons you have authorized to receive paper copies of your account information). Please contact your private banker or relationship officer if you wish to grant access to a Third Party User or update the list of Third Party Users authorized to access such information via the Website.

4.2 As explained below in the **“Terms Governing Your User Name and Identity Authentication”**, **your User Information is your private entry key into the Website. You should never share it with anyone, including any Third Party Users. Identifier requirements and procedures for changing your User Information from time to time will be provided on the Website.**

## 5. CROSS BORDER DATA TRANSFER AND SECRECY WAIVER

5.1 In order to assist you to meet your financial goals by providing products, Services and support under and pursuant to this Agreement, you expressly understand and agree that to the extent permitted by applicable law, the Citigroup Companies

are permitted to collect public and non-public data and information, and access, view, use, share, process and store data and information, about you, your beneficial owners, persons under trust, partners, committee members, directors, officers or Third Party Users (as the case may be), and accounts and any transactions among Citigroup Companies, and with agents, counterparties, issuers of investments, vendors, purchasers and support service providers, which may be located in other countries, for purposes related to the operation of any account, whether for purposes of effecting any cross-border wire transfers or otherwise, and otherwise meeting your needs (which include processing Instructions and generating confirmations, advices and statements); maintaining accurate “know your customer” information; operating control systems and management information systems; operating prudently; marketing products and services.

5.2 You understand and agree that data and information relating to you, your beneficial owners, persons under the trust, partners, committee members, directors, officers or Third Party Users (as the case may be), any account and any transactions among Citigroup Companies to the extent permitted by applicable law, may be transferred to, and used, processed and stored in jurisdictions the laws of which may not offer the same level of protection as the laws of the jurisdiction of the origin of the information. Data and information may also become subject to the legal disclosure requirements of other jurisdictions. You expressly understand and agree that to the extent permitted by applicable law, Citigroup Companies are permitted to disclose data and information about you, your beneficial owners, persons under the trust, partners, committee members, directors, officers or Third Party Users (as the case may be), any account and any transactions to (i) comply with any law, order, judgment, decree, or any rule, regulation, code, guideline, request or inquiry of or by any government, court, administrative or regulatory agency or commission, other governmental or regulatory authority or any self-regulatory body, (ii) the agents and any person whom we outsource the performance of its operational functions (including, without limitation, any third party service provider) whether within or outside Singapore or Hong Kong, engaged by us to provide outsourced functions, (iii) any person for purposes of wire transfers, (iv) any third party fund manager who provides fund management services to you, (v) any novatee, assignee or transferee, and (vi) guarantors, sureties and third party security providers for facilities granted or to be granted or Services provided or to be provided by Citibank to you.

5.3 You agree that to the extent permitted by applicable law, we may give and/or disseminate your personal data and, where applicable, that of your beneficial owners, persons under the trust, partners, committee members, directors, officers or Third Party Users to other parties outside of the Citigroup Companies for any use as specified above, including for commercial purposes. You understand and agree with the consequences of the granting and/or dissemination of your personal data and those of the other persons above mentioned to other parties outside of the Citigroup Companies as set out above.

5.4 You represent and warrant that you have obtained the agreement and consent of all relevant persons, including your beneficial owners, persons under the trust, partners, committee members, directors, officers or Third Party Users to any disclosure of information relating to them under and pursuant to this clause.

## 6. POTENTIAL DISCLOSURE OF CONSOLIDATED AND LINKED ACCOUNT INFORMATION

In order to enable you, and any Third Party Users authorized by you, to view information about your accounts via the Website, we must transfer information about those accounts to the Website from our branch, subsidiary or affiliate where the accounts are held, and then consolidate and link that information to you and to any and each other person that is permitted to have access to that information via the Website. This information may reside, temporarily or permanently, on the Website, and will be subject to the legal systems and laws in force in the jurisdiction where the relevant account is maintained, the jurisdiction of your residence or citizenship as well as those of New York. **You expressly acknowledge and agree, therefore, that your ability and the ability of other Third Party Users authorized by you to access and download such account information via the Website may enable third parties, including official bodies and authorities and private persons, to compel Citigroup Companies to disclose information relating to yourself including customer information in connection with any of your accounts, your interest therein and/or your relationship to other persons that have an interest therein, and you accept the consequences that may result from such linkage and disclosure.**

## 7. CONSENT TO ELECTRONIC DELIVERY OF SERVICES AND ELECTRONIC COMMUNICATIONS

7.1 **You consent to electronic delivery of all electronic communications** including, without limitation, electronic communications **relating to Statement(s), Notices, disclosures and regulatory information (“Electronic Communications”), including those covered by laws which require delivery to be “in writing”, and you may be asked, from time to time, to demonstrate your consent by clicking on an “I agree”, “I consent” or other similarly worded button or entry field with your mouse, keystroke or other computer device.** Such Electronic Communications relating to Notices include Notices regarding this Agreement, your use of the Website and your relationship with us. To the extent permitted by the laws and regulations in your country, such Electronic Communications relating to disclosures may also include prospectuses, private placement memoranda, offering statements and other disclosure documents that describe specific products, services or offerings. Communications relating to Statement(s), notices, disclosures, information and other documents may be delivered in electronic form in “portable document format” (.pdf) or HTML format.

7.2 You agree to provide us with your postal address, external e-mail address(es) and/or mobile phone number(s) and to notify us promptly if your postal address, external e-mail address(es) and/or mobile phone number(s) change. Electronic Communications may be delivered to you by posting them on the Website, by secure e-mail on the Website, by sending you an external e-mail at the e-mail address(es) or via mobile phone at the mobile phone number(s) that you have provided to us. At our sole and absolute discretion, Electronic Communications may be delivered to you by facsimile or to a postal address based on your contact information in our files. Electronic Communications hereunder will not be delivered to a “Hold All Mail” address. Any Electronic Communications sent to either party by facsimile or postal mail shall be deemed to have been received: (i) in the case of facsimile, upon confirmation of complete receipt being given by the intended recipient party; or (ii) in the case of postal mail, three (3) business days after the date of posting. All Electronic Communications shall be deemed to have been despatched when the Electronic Communications leave the sender’s information system. All Electronic Communications shall be deemed to have been received by the intended recipient when the Electronic Communications become capable of being retrieved by the intended recipient at the e-mail address(es) and/or mobile phone number(s) which has been provided to us. You hereby waive all claims resulting from failure to receive Electronic Communications because of changes in your e-mail address(es) and/or mobile phone number(s). If an Electronic Communication sent to you is returned to us undelivered, we may attempt redelivery, at our option, either electronically to different e-mail address(es) and/or mobile phone number(s), or at our sole and absolute discretion, by facsimile or to a postal address based on your contact information in our files.

7.3 You may request a paper copy of any Electronic Communications delivered to you electronically at any time by contacting your private banker. You may also withdraw your consent to electronic delivery of Services and/or Electronic Communications at any time by writing to your private banker. We may, however, terminate your use of the Services if you do not consent to receive communications electronically.

7.4 **You consent to electronic delivery of all Services and you may be asked, from time to time, to demonstrate that you consent to the electronic delivery of Services by clicking on an “I agree,” “I consent” or other similarly worded button or entry field with your mouse, keystroke or other computer device.** If you do not so demonstrate your consent to the electronic delivery of Services, we may terminate your use of the Services and of the Website. We will notify you of any changes in such hardware or software requirements, whereupon you may be asked to demonstrate that you can access the information in the changed form in which it will be sent.

#### 7.5 **Electronic Statement(s) Facility**

- (a) You agree that by using our electronic statement(s) facility ("**Electronic Statement(s) Facility**"), you accept and agree to be bound by all the terms and conditions governing the Electronic Statement(s) Facility, including without limitation all the following paragraphs. You agree to abide by any and all laws, rules, regulations and official issuances applicable to the Electronic Statement(s) Facility, now existing or which may hereinafter be enacted, issued or enforced under any jurisdiction, as well as such other terms and conditions governing the use of other facilities, benefits or services we may from time to time make available to you in connection with the Electronic Statement(s) Facility.
- (b) You understand that the Electronic Statement(s) Facility allows you to use our online viewing facility wherein we will provide through the medium of your computer or other access device the electronic form of your Statement(s) online on the statement date (as determined by us) as well as allow you to transmit Instructions relating to the Electronic Statement(s) Facility.
- (c) You agree that the availability of the electronic form of your Statement(s) on a statement date (as determined by us) shall be deemed the date of delivery of the Statement(s) to you.
- (d) You agree that we have the sole and absolute discretion to make Electronic Statement(s) Facility available to you. Further we have the sole and absolute discretion from time to time to modify, restrict, withdraw, cancel, suspend or discontinue the Electronic Statement(s) Facility without giving any reason whatsoever and you understand that by using the Electronic Statement(s) Facility after any modification or change has been effected, you are deemed to have agreed to such modification or change.
- (e) By enrolling in the Electronic Statement(s) Facility, you agree to provide your email address(es). We have the sole and absolute discretion, without giving any reason or notice, to reject any request for your enrollment in the Electronic Statement(s) Facility.

- (f) You represent that you are the registered owner on record of the email address(es) that you have provided to us for the purpose of, among other things, the provision to you of your Statement(s) in electronic form. You agree that you will immediately advise us of any changes to your said email address(es). In addition to the terms and conditions set out herein, you understand that the provision of the Electronic Statement(s) Facility to you is subject always to our having on record your current postal mailing address and telephone contact number.
- (g) Upon your successful enrollment to the Electronic Statement(s) Facility as notified to you by us, the paper form of your Statement(s) will cease to be generated on the next relevant statement date. Instead, we will generate an electronic form of the Statement(s) and you agree to accept and view in a timely manner, the electronic form of the Statement(s).
- (h) Cancellation of use of the Electronic Statement(s) Facility may be effected by us or you. We reserve our right to reject or cancel your enrollment in the Electronic Statement(s) Facility. We shall, prior to canceling your enrollment to the Electronic Statement(s) Facility, give Notice of such cancellation through electronic or paper document, sent to you at your last known email or other address.
- (i) Upon cancellation, we shall automatically generate the paper form of your Statement(s) and send the same to your designated mailing address on the next statement date. Provided that if your enrollment to the Electronic Statement(s) Facility is cancelled by you, we are obliged to generate and send the paper form of your Statement(s) only after receipt of your notice of cancellation, on the next relevant statement date.
- (j) The Electronic Statement(s) Facility uses proprietary software of ours, any affiliate or subsidiary of Citigroup Inc. and/or other software suppliers. You agree that we have granted you a non-exclusive license to use this software in connection with the Electronic Statement(s) Facility which allows you to use such software only for its intended and lawful purposes. You agree that you shall not disassemble, decompile, copy, modify, or reverse engineer any such software or allow or assist anyone else to do so whether directly or indirectly.
- (k) You agree to examine and view online the Statement(s) in a timely and prompt manner. If there is delay or failure in the delivery of the electronic form of the Statement, you agree to contact our E-Services Helpdesk at 65-6333-0088.
- (l) You agree that in the event of any error appearing in the Statement(s), you shall notify us immediately of the said error by sending us a secured message via the Citibank Web Mail or calling E-Services Helpdesk at 65-6333-0088. If no error is reported to us by the aforesaid means within ninety (90) days from the statement date, you agree that such Statement(s) shall be deemed to be true and correct and binding on you. Our right to rely on such Statement(s) will not be available in relation to unauthorized transactions arising from:-
  - (i) the forgery or fraud by any third party including any of your employees, agents or servants and in relation to which we have failed to exercise reasonable care and skill;
  - (ii) the forgery or fraud by any of our employees, agents or servants; or
  - (iii) the default or negligence on our part or the part of any of our employees, agents or servants.



- (m) You agree that all your online communications including requests or reports on any error in your Statement(s) will be sent online to us and all such communications shall contain the following information: (a) name and Designated Account number; and (b) details of the error. However, you shall not hold us responsible if any of your online communication is not received by us, or in a form readily understood by us so that we may act on it.
- (n) You agree that your Statement(s) may be provided to you in physical form by facsimile or postal mail at our sole and absolute discretion in lieu of electronic versions of the same.

## 7.6 Alerts

- (a) This service allows you to request and receive specific and timely prompts ("**Alert(s)**") in respect of certain information provided by us from time to time.
- (b) You may be notified of each Alert via email and/or mobile phone (supported by certain phone operators only) to email address(es) and mobile phone number(s) as provided by you subject to the relevant terms and charges of your Internet service provider or phone operator.
- (c) The Alerts service will be effective after we have successfully processed your request. The time for such processing will be determined by us at our sole and absolute discretion. You accept that each Alert may not be encrypted and may comprise your personal details and Information pertaining to your Designated Account(s).
- (d) You are fully aware that your receipt of an Alert may be delayed or prevented by factor(s) affecting the relevant Internet service provider(s), phone operator(s), stock exchange(s), currency market(s) and such other entities. You accept that we neither guarantee the delivery, accuracy, security, nor confidentiality of the contents of Alert(s). We shall not be liable to you or anyone else for any losses or damages arising from the Alerts service including but not limited to (a) a non-delivery, delayed delivery, wrong delivery or partial delivery of an Alert; (b) inaccurate content of an Alert; (c) access to the contents of an Alert by any unauthorized persons; or (d) your use or reliance on the content of an Alert for any purposes including investment and business purposes.
- (e) We reserve the right to refuse or terminate any request by you for an Alert at any time. The information in respect of an Alert may be subject to certain time lags and/or delays. The features of an Alert may be varied by us at our sole and absolute discretion.

## 7.7 Transaction Services

We may at our sole and absolute discretion provide the following Transaction Services on an 'AS IS' and 'AS AVAILABLE' basis:

### 7.7.1 Premium Instruments

- (a) A premium instrument refers to a placement of monies with us for a specified period of time, where upon maturity, we will, at our sole option, pay to you the principal of and accrued interest on the premium instrument, either in the currency in which the placement was made (the "**Base Currency**") or in another currency (the "**Alternative Currency**"). If payment is made in the Alternative Currency, the calculation of the amount payable will be effected at a pre-determined exchange rate specified by us.

- (b) At the time each premium instrument is placed, its tenor, the applicable interest rate, the applicable Alternative Currency and the exchange rate between the Base Currency and the Alternative Currency will be determined by agreement between us and you.
- (c) The minimum amount which can be placed as a premium instrument and the maximum tenor of such a placement shall be determined in accordance with our policies from time to time.
- (d) You agree and acknowledge that premium instruments may not be prematurely withdrawn unless otherwise specified.
- (e) On maturity, each premium instrument will be dealt with in accordance with disposition or withdrawal Instructions received by us at least two business days (or such other time period as we may prescribe from time to time) prior to the maturity date. If no such Instructions are received, interest shall cease to accrue on the premium instrument as of the maturity date.
- (f) If we determine at any time that, by reason of any event or circumstance it is, or may be, impossible to make a reliable determination of a reference value in respect of any premium instrument, we may, by Notice to you, terminate the relevant premium instrument, and we will pay you, in full satisfaction of principal and interest, such amount as we shall determine to be fair and reasonable in all the circumstances.
- (g) If by reason of death, bankruptcy or default or any other reason, the repayment of a premium instrument prior to its scheduled maturity date is enforceable, and such repayment is demanded, the amount repayable shall be reduced by an amount equal to all losses suffered by us as a result of such early repayment as determined by us in good faith.

#### 7.7.2 Time or Foreign Currency Deposit Account

- (a) We will issue a time deposit advice (“**Deposit Advice**”) for each time deposit placed with it. Such Deposit Advice is only evidence of the deposit and not a document of title.
- (b) We will pay interest on the time deposit on the maturity date or as otherwise agreed and at the rate indicated on the relevant Deposit Advice.
- (c) The minimum amount which can be placed as a time deposit and the maximum tenor of such a time deposit shall be determined in accordance with our policies from time to time.
- (d) Time deposits may not be prematurely withdrawn unless otherwise specified. Premature withdrawal of any time deposit, if allowed by us, shall be at our discretion and on such terms as we may impose, including the levying of premature withdrawal charges. We may, at our discretion, pay interest on time deposits prematurely withdrawn for such time periods and at such rates as we may determine, less such charges as we may impose.
- (e) Unless and until we receive Instructions to the contrary, the amount of any time deposit and any interest thereon accruing for the period of the deposit may be successively renewed for the like period upon the maturity of each such period, at the prevailing rate of interest at the time of renewal.

- (f) In respect of any foreign currency time deposit, you shall be conclusively bound by the rate of exchange quoted by us at the time of placement of that foreign currency time deposit as the rate for the conversion of the relevant currencies determined by us to be prevailing in the relevant foreign exchange market at the relevant time.
- (g) You acknowledge and accept that the net return on your foreign currency time deposit will depend on market conditions prevailing at the time of maturity and that you are prepared to risk any loss as a result of a depreciation in the value of the currency paid or as a result of foreign exchange controls imposed by the country issuing the currency. You acknowledge and accept that such loss may offset the net return on such foreign currency time deposit and may even result in the loss of the foreign currency time deposit or a part thereof.

## 7.8 Instructions

- (a) We shall neither be liable for acting upon your Instructions nor be obliged to investigate the authenticity or authority of persons effecting your Instructions or verify the accuracy and completeness of your Instructions. Such Instructions shall be deemed irrevocable and binding on you upon your receipt of the same notwithstanding any error, fraud, forgery, lack of clarity or misunderstanding in respect of the terms of such Instructions. Our right to rely on such Instructions will not be available in relation to unauthorized transactions arising from:-
  - (i) the forgery or fraud by any third party including any of your employees, agents or servants and in relation to which we have failed to exercise reasonable care and skill;
  - (ii) the forgery or fraud by any of our employees, agents or servants; or
  - (iii) the default or negligence on our part or the part of any of our employees, agents or servants.
- (b) You shall notify us immediately upon receipt of incomplete, garbled or inaccurate data or information from us. You shall also notify us immediately upon receipt of any data or information which is not intended for you and you shall delete such data or information from your computer or other access device immediately.
- (c) We shall not be liable for any transaction not successfully executed due to disruption in the Services regardless of the cause of disruption. Should there be any duplicate transactions executed due to disruption in the Services, you agree that any loss or charges that arise from reversing the transaction shall be borne by you.
- (d) You shall accept full responsibility for all transactions executed via the Website and in particular for ensuring the accuracy and completeness of your Instructions.
- (e) You agree that we may without prior notice to you cancel or refuse to execute your Instructions at any time without furnishing any reason and without incurring any liability.
- (f) We shall be entitled but not obliged to verify any Instructions given via the Website by calling back online or via telephone or any other means.

## 7.9 Investments

- (a) You agree that in carrying out your Instructions to effect foreign exchange or any purchase or sale of any other securities or Investments, Citibank or any Citigroup Company may act as principal, agent or broker in the transaction.
- (b) Unless we agree otherwise, we will effect orders for the acquisition of Investments only if you have sufficient funds in the Account, or you have otherwise arranged in advance to make sufficient funds available, for such acquisition and related costs, expenses and amounts. Where you have placed several orders or Instructions and there are insufficient monies or available credit facilities from you to meet the resulting obligations, we may in our discretion decide which of the orders or Instructions will be executed, irrespective of the order in which, or dates which, we receive them. We will only effect orders for the disposal of Investments if such Investments are in the Account free of all liens and encumbrances whatsoever. On receipt of any Instruction to sell Investments, we shall be entitled to debit the relevant Account with the relevant Investments on or (at our discretion) at any time before completion of the said sale. Our agreement to enter into any transaction for an Account is subject to your giving any warranties and indemnities requested by us in relation to such transactions. If there is any shortfall of funds, Citibank reserves the right to sell or liquidate the investments which you had contracted to buy at such price and in such quantities as Citibank may think fit and recover from you any Losses suffered or incurred by Citibank without any prejudice to any other right which Citibank may have against you. In the event that you do not own sufficient Investments which you have contracted to sell, Citibank reserves the right to buy-in the Investments and/or to recover the costs of such purchase, losses and penalty charges, if any, from you.
- (c) Unless Citibank agrees otherwise, any instruction for any transaction shall only be accepted if it for execution on the day of Instruction and if it is before such cut-off time as Citibank may from time to time prescribe. Where for whatever reason such Instruction has not been executed (or any unexecuted part of any such Instruction in the case of a partially executed Instruction), it shall be deemed to lapse at the relevant cut-off time on the expiry of the trading date specified in any such Instruction or if such trading date is not specified, the date on which the Instruction is received. Any Instruction for any transaction for execution on the date of the Instruction must also be received before any relevant cut-off time in respect of any relevant exchange or market, as determined by Citibank. All other Instructions shall be given so as to allow Citibank sufficient time within which to comply with such Instructions. Citibank may at its discretion cancel open orders that have not been executed before the end of the third day following the date of their receipt by Citibank.
- (d) Citibank shall act on Instructions as soon as reasonably possible but shall not be liable for any Losses suffered by you (including any loss, damage or expense suffered or incurred as a result of any change in the price of any Investments or other assets between the time of giving or receipt of any Instruction to or by Citibank and the time at which such Instruction is acted on) by virtue of any delay in acting on any Instruction or any partial completion or failure or inability to act on any Instruction for whatever reason (including any failure or error of any computer or electronic system or equipment).
- (e) You agree that:
  - (i) Citibank may execute any order received from you in a series of transactions over a period of time and report to you an average price for the transactions in the series instead of the actual price for each transaction; and

- (ii) If you choose to withdraw any order before execution is completed (and notwithstanding that Citibank did not inform you that your order has been partially executed), you shall remain liable for all trades which were done for the Account until Citibank accepts your withdrawal.
- (iii) Citibank will (unless it notifies you otherwise) act as your agent in entering into transactions and you will therefore be bound by all transactions entered into by Citibank for the Account. Notwithstanding this, you agree that neither the relationship between you and Citibank as described in the Terms nor any other Service described in this Section that Citibank provides to you shall give rise to any fiduciary or equitable duties on Citibank's part.

#### 7.10 **Payment**

- (a) The price of any investment, brokerage commissions, fees, taxes or stamp duty and other charges incurred in connection with the sale or purchase of Investment will be charged against any Account.
- (b) If the balance of any Account is insufficient for any payment hereunder, Citibank may at any time debit any other Account(s). You authorize us to do all or any of the above acts and consent to them.

#### 7.11 **Commercial Electronic Messages**

Unless otherwise notified in writing by you, you expressly agree and permit us to send commercial electronic messages to you relating to Citibank's products and/or Services (i.e. either by way of electronic mail and/or short message service ("**SMS**")), which may be unsolicited and/or sent in bulk to Citibank clients from time to time. The provisions of this Clause 7.9 shall constitute your consent for the purposes of applicable laws.

### 8. **REQUIRED HARDWARE AND SOFTWARE**

In order to access the Services, the Information and the Website and in order to receive, view, access, retain and print a copy of this Agreement and to receive, view, access, retain and print notices and other information delivered to you electronically, you must have available Internet access and a computer equipped, at a minimum, an SSL-capable, 128-bit JavaScript and Java enabled browser with Microsoft Windows® 98 (or a later version of Microsoft Windows® software) or Macintosh OS X and Acrobat® Reader and either a printer, drive or other storage device. You agree to be solely responsible for the installation, operation and maintenance of the necessary equipment and software, and to use the level of encryption security required by us from time to time.

### 9. **DESCRIPTION OF THE SERVICES**

9.1 The Website gives you access to Information and Services, and allows you to download certain Information to a personal computer or other electronic device. Access to the Website is provided via the Internet and the World Wide Web, through an unaffiliated Internet service provider. The Services and Information may include:

- Information about banking, investment, insurance and related products and services available to Citibank clients through Citibank, which may be tailored to address your financial objectives and to reflect your interests based on, among other things, information provided by you.
- Personalized investment information and investment advice, including recommendations regarding specific securities and investment vehicles such as mutual funds that are, in our opinion, consistent with your investment objectives, based on, among other things, information provided by you.
- Electronic access to securities quotations, news stories, research commentaries and other Information provided by Citibank and Other Information Providers.
- If you choose on-line access to your monthly statements and on-line account status, including information about all or some of your Private Bank accounts, sub-accounts and portfolios, account holdings, market values, securities positions and cash balances, and information about settled and pending transactions for your account (see **“Data Protection; Privacy and Confidentiality- Persistence of Viewed Data On Your Computer or Other Access Device”** below).
- On-line execution of certain banking and investment transactions such as fund transfers, Transaction Services including without limitation premium instruments and placements of time deposits.
- The ability to communicate with us through a secure e-mail function on the Website (see **“Data Protection; Privacy and Confidentiality-Terms Governing Communications with Citibank via Citibank Web Mail”** below).

9.2 You can also download your monthly statements as well as the account holdings and transactions of your Private Bank accounts, sub-accounts and portfolios via the Website (please see **“Potential Disclosure of Consolidated and Linked Account Information”** above).

9.3 You should familiarize yourself with the Website by reading the “Help Section” provided to you electronically when you access the Website.

#### 9.4 **Additional Services**

We may offer additional products and Services via the Website from time to time that are governed by different or additional terms and conditions. Such products and Services are subject to any disclosures or disclaimers found therein. You may receive notice of such additional offerings when you access the Website. You may be asked to agree to or accept the terms and conditions of additional products and Services offered on the Website by providing your electronic signature (e.g. by clicking on an “I agree,” “I consent” or other similarly worded button or entry field with your mouse, keystroke or other computer device). You agree to be bound by any consent, affirmation or agreement you transmit from time to time on the Website by providing your electronic signature, and that such agreement, affirmation or consent will be legally binding and enforceable and the legal equivalent of your handwritten signature. You may also be able to utilise such additional Services by notifying us in accordance with the Instructions provided on the Website. We may, at our discretion, provide Services through email and/or mobile phones and/or through such other medium as we may include from time to time.

#### 9.5 **The Information Do Not Constitute an Offer or Solicitation**

The Information provided on the Website are for informational purposes only and do not constitute an offer to sell or a solicitation of an offer to buy any product or service which may be referenced on the Website, except where an offer is explicitly made through the availability of a prospectus on the Website. Such offers can only be made where lawful under applicable law. If you wish to learn more about any product or service referenced on the Website, you should contact your private banker.

## Most Investment Products Have Risk

You acknowledge and understand that investment products referenced on the Website and purchased or sold through Citibank:

- are not insured by the Federal Deposit Insurance Corporation (“FDIC”).
- are not a deposit or other obligation of Citibank or any other depository institution and are not guaranteed by Citibank or any other depository institution.
- are subject to investment risks, including the possible loss of the principal amount invested.

## 10. DATA PROTECTION; PRIVACY AND CONFIDENTIALITY

10.1 For a full statement of the policies and procedures governing the privacy and security of information you submit to Citibank or that Citibank collects about you, review the enclosed link: **Citi Private Bank Privacy Policy for Consumers** (<http://www.citi.com/privatebank/client/privacy.htm>). The Citi Private Bank **Privacy Policy for Consumers** discusses the type of information we may collect from or about you, how we collect such information, and whether and how we disclose this information to any Citigroup Companies, to service providers, or to third parties. The Citi Private Bank **Privacy Policy for Consumers** also describes the data protection methods we employ to help keep your personal information secure.

### 10.2 Terms Governing Communications with Citibank via Citibank Web Mail

10.2.1 You may communicate electronically with us through a Website Message Center, which will use secure (i.e. encrypted) email (“**Citibank Web Mail**”). Information about the use of Citibank Web Mail, the Message Center, and the method of encrypting or otherwise securing Citibank Web Mail sent by or to you will be available on the Website. **We shall not be liable for any loss or damage that is incurred or sustained by you in connection with or arising from any Citibank Web Mail transmitted by you to Citibank or by Citibank to you.**

10.2.2 E-mail sent outside of the Website (“**external e-mail**”) is not encrypted. You should, therefore, never send any personal or identifying information, such as account numbers, personal identification numbers, notice of change of address, Instructions to change, transaction orders or confirm your User Information or any Third Party User Information, or other identification numbers, passwords, etc. to us via external e-mail. **We will not be responsible for any loss or damage that arises from interception by third parties of any information you send to us via external e-mail.** We may also send you information relating to your accounts and your use of the Website, including regulatory communications and information about Services and products that we believe may be of interest to you, via external email.

### 10.3 Terms Governing Your User Name and Identity Authentication

10.3.1 We will provide you with a User Name and a secure means of authenticating your identity, which may be a password, digital certificate, “smart card” or other identifier (your User Name, together with your other identity authentication information, is referred to your “**User Information**”), to help protect the security of your account data, which you agree to safeguard. We will provide separate User Information (“**Third Party User Information**”) for each Third Party User to whom you have granted access to your accounts. **Your User Information is your private entry key into the Website. You should never share it with anyone, including any Third Party Users. Identifier requirements and procedures for changing your User Information from time to time will be provided on the Website. We reserve the right to change your User Information at any time by giving Notice to you.**

10.3.2 You undertake to and procure your Third Party Users to undertake to: (i) keep the User information and Third Party User Information secure and confidential and shall not disclose or permit it to be disclosed to any unauthorized person; (ii) inform us as soon as reasonably practicable via E-Services Helpdesk at +65-6333-0088 if you or your Third Party Users know or suspect that someone else knows the User Information or Third Party User Information or believe the confidentiality of all or any of your User Information or Third Party User Information has been lost, stolen or compromised in any way or that actual or possible unauthorized transactions have taken place and if you or your Third Party Users fail to do so you shall be liable for any unauthorized transactions made; and (iii) be liable for all losses if you or your Third Party Users act fraudulently or with gross negligence including but not limited to failing to properly safeguard or knowingly allow the use by others of the User Information or Third Party User Information. Subject to the provisions set out under the section “**Limitations On Our Liability and Other Service Providers**” below, unless you or your Third Party Users act fraudulently or with gross negligence (including but not limited to failing to properly safeguard or knowingly allow the use by others of the User Information or Third Party User Information), you are not responsible for any direct loss suffered by you as a result of unauthorized transactions conducted through your account made available to you on the Website.

10.3.3 You shall check your account and statements on a regular basis and inform us as soon as reasonably practicable about any errors or unauthorized transactions.

10.3.4 Any Instruction given in connection with the Services by quoting the User Information or Third Party User Information, once given, may not be rescinded or withdrawn without our consent. All such Instructions given, as understood and acted on by us, shall be irrevocable and binding on you whether given by you or your Third Party User or any other person purporting to be you or your Third Party User. We shall be under no duty to verify the identity or authority of the person giving any such Instruction or the authenticity of such Instruction apart from verifying the User Information or Third Party User Information. We will only act on an Instruction insofar as it is in our opinion practicable and reasonable to do so and in accordance with our regular business practices and procedures.

#### 10.4 **Persistence of Viewed Data on Your Computer or Other Access Device**

Some Internet browsers (e.g. Microsoft ® Internet Explorer) automatically copy some kinds of viewed information to a computer's or other device's disk cache, even if you do not select “Save to Disk” or otherwise instruct the browser to download, store or record information to a hard drive or disk. Even if you do copy viewed information to a disk or hard drive, some Internet browsers will also automatically copy the information to the disk cache. To reduce the risk of unauthorized viewing of information you have viewed, therefore, you should be sure to clear the disk cache and their history after you leave the Website. This precaution is particularly important if you use a public or third party's access device or if someone else has or could have access to your access device. You should also contact us immediately if your computer or other access device is lost or stolen or if you believe that an unauthorized person has obtained access to your personal information.

### 11. ACCESSING THE WEBSITE

#### 11.1 **Use of Third-Party Software**

You may, from time to time, have to access software from unaffiliated vendors (such as Netscape Communications Corporation, Microsoft Corporation, Adobe Systems Incorporated, and other vendor companies) that is made available to you in order to access information on the Website. By accepting and using such software, you accept and agree to comply with the terms and conditions of all software licenses and service agreements, which will appear on screen when you sign into the Website. We do not accept any responsibility for your use of any third party vendor's software or services.



## 11.2 Lost or Stolen Access Devices

If you use software that we have given you to access the Website, please remember that this software is valuable, and it is important for you to exercise care with it. Never lend it to anyone. Contact us immediately if you think such software has been stolen or lost or if you believe that an unauthorized person has obtained access to your User Information.

## 12. YOUR REPRESENTATIONS, WARRANTIES AND AGREEMENTS

You represent and warrant that this Agreement is your legal, valid and binding obligation, enforceable against you in accordance with its terms. Furthermore, by accessing the Website, you:

- Represent on a continuing basis that you are authorized to view any account, subaccount or portfolio for which you have requested access;
- Represent on a continuing basis that you have observed and will continue to observe all laws and regulations applicable to you and your activities in respect of your use of the Website;
- Agree that we may, in providing the Services and Information to you, rely on the financial and other information provided by you to us from time to time;
- Agree that we and our agents and support services providers may download certain information to your computer or other access device;
- Acknowledge and agree that the Services provided to you by any member of Citibank shall be deemed to be provided in the jurisdiction within which the member offering the Services is authorised to operate;
- Acknowledge and agree that notwithstanding anything in the Website, we reserve the right to make the final determination on whether or not you are eligible for any of the Services provided on the Website; and
- Acknowledge and agree that we reserve the right to store information on your computer in the form of a "cookie" or similar file for purposes of modifying the Website to reflect your preferences.

## 13. NO WARRANTIES OR PROMISES REGARDING INFORMATION, SERVICES, ETC.

We make no warranties, representations, undertakings or promises to you regarding the following and we shall not be liable for and you shall indemnify us and keep us indemnified against any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on an indemnity basis) whatsoever and howsoever caused that may arise or be incurred by us or any other party in providing the Services and/or the Website to you, whether or not arising from or in connection with and including but not limited to the following:

- (a) **Completeness, Accuracy and Timeliness of Information:** We do not guarantee the reliability, accuracy, adequacy, completeness, sequence, security, confidentiality or timeliness of the Information and material (including all text, graphics and links to other websites) contained in the Website, nor will we have any responsibility for indirect, consequential, or special damages you may incur (i) for any reliance by you on Information or for the reliability, accuracy, adequacy, completeness, sequence, security, confidentiality or timeliness thereof; (ii) for any delays, omissions, failure or errors in any transmission, dispatch, delivery or communication facilities of any part of the Information or Services; or (iii) for any use of Citibank Web Mail or external e-mail. Dated Information or other dated material contained on the Website reflects the authors' analysis as of the published date. Neither we nor any Other Information Provider is under an obligation to update such Information or other material or to reflect circumstances that may occur after the earlier of the date first appearing on the Website or the date contained in the Information or other materials.

- (b) **Timeliness of Price Quotations on the Website:** Any quotations or prices provided as part of the Services may be delayed and may not reflect the prices at which the applicable securities may be bought or sold or the rates at which a transaction may be executed. You should not make any decision to buy or sell securities based on such quotations or prices. If you wish to execute a transaction on-line you should note that the rates quoted are valid for only a limited period of time and if the transaction is not completed within such period, you will not be entitled to transact at that rate.
- (c) **Continuation of the Website and/or Services:** We do not guarantee the continuation of any Information, the Services or the Website available to you, whether by the same methods currently used or otherwise. You agree not to hold us liable for any damages arising from a discontinuation or modification of all or part of the Services, the Information or the Website. The contents of the Website, including but not limited to the Services, are provided 'AS IS' and 'AS AVAILABLE' and we do not guarantee that the Website and/or Services will meet your requirements or be uninterrupted, timely, secure or error- free.
- (c) **Computer Viruses:** Any harm caused by the transmission through the Services, the Information or the Website of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt or otherwise impede in any manner the operation of the Services or any of your software, hardware, data or property. Any material downloaded or otherwise obtained through your use of the Serviced is done at your own discretion and risk and we are not responsible for any damage to computer system or loss of data that results from the download of any such material.
- (d) **Information and Software of Third Parties:** The quality, accuracy or suitability of any information or software found on any other site not under our control, or software or hardware developed by any third party that we distribute to you.
- (e) **Electronic Transmission and Communications:**
  - (i) You acknowledge and accept that the inherent nature of the Internet is such that electronic transmissions and/or Electronic Communications may be subject to interruption, interception, hacking, transmission blackout, delayed transmission and/or incorrect data transmission. We shall not be liable for any risks including but not limited to risks resulting from unavailability of Services, errors, mutilation, interruption or delay in transmission, power failure, interception by third parties, data corruption, viruses, transmission errors, maintenance, computer or other technical failure, breakdown of telecommunication or electrical networks, malfunctions in communications facilities, industrial action or disputes, or fraud or forgery of any person other than us or our employees, not under our control that may affect the accuracy, authenticity, timeliness, security, secrecy or confidentiality of transactions and/or communications that may be sent and do not warrant that any identified defect will be corrected.
  - (ii) We do not warrant the security of any information sent or transmitted by or to us through any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including SMS), and you accept the risk that such information may be accessed by unauthorised third parties and/or disclosed by us and by our officers, employees or agents to third parties purporting to be the intended recipient. Without prejudice to the foregoing, you acknowledge and agree that we will transmit such information to the address or other relevant particulars specified by you, and that such information is not protected with encryption, password protection or any other form of security from disclosure to, or viewing or access by, unauthorised parties. You accept the risk that such transmission of information may be viewed, received, accessed or disclosed to third parties other than the intended recipient(s).

- (iii) We may at our sole and absolute discretion accept any Instructions electronically or by such other communication which we reasonably believe to have been given by you or on your behalf and you are and will be bound by and ratify any transaction entered into or action taken by us as the result of such Instruction or communication. Acceptance by any of our employees of any Instruction given or offer made by telephone, facsimile, telex, electronic mail or other means of communication is subject to our approval and we may refuse to carry out any Instruction or offer. We and our employees, officers and directors shall not be liable for any losses arising directly or indirectly in connection with any disclosure of information subject to this clause to third parties by us in the course of our carrying out any Instruction transmitted by any means of communication or correspondence (including mail, courier service, electronic mail or other electronic means (including SMS), where such disclosure arose out of our negligence or breach through physical or electronic interference by a third party. Without prejudice to the foregoing, you shall bear all risks and agree to not hold us responsible or liable in contract, tort (including negligence or breach of statutory duty), for any such access or disclosure or for any losses suffered or incurred by you or any third party as a result of any such access or disclosure, or for losses arising from Instructions or communications provided by telephone, facsimile, telex, electronic mail, the Internet or other means of communication except for any such losses which result directly and solely from our fraud or wilful default.

#### 14. LIMITATIONS ON OUR LIABILITY AND OTHER SERVICE PROVIDERS

14.1 Except as set forth in this Agreement or due to our gross negligence or wilful default of our officers or employees, neither we nor any Other Information Provider shall be responsible for or liable to you or any other person, except as otherwise provided by law, for any damages, loss or expenses including without limitation, direct, indirect, special, incidental, exemplary, or consequential damages including without limitation any loss of use, revenue, profits or savings or economic loss (regardless of whether such damages were reasonably foreseeable) arising from in any way out of or in connection with:

- (a) Your access, use or the inability to access or use the Website, use of or reliance on the contents of the Website including without limitation the results of the use of the Services or the Information, or financial results based on use of the Services or the Information;
- (b) Any suspension, delay, loss of use, unavailability, mutilation, failure, interception or interruption of the Services, in transmitting Instructions or information relating to the Services or in connection with the Website caused by any acts, omissions or circumstances beyond our reasonable control including without limitation any system, server or connection failure, error, omission, interruption, interception, delay in operation or transmission or computer virus;
- (c) There being insufficient funds in the relevant account such as to prevent you from executing a transaction on-line whether or not due to our placing such funds on hold or closing such account or an order of court or other government or regulatory order directing us to prohibit withdrawals from your account or that the transaction would result in your account going into overdraft;
- (d) Effects on or damages to your software or hardware in connection with the use of the Website or the Services;
- (e) Any other cause relating to your access, use or the inability to access or use the Services or the Website, whether or not the circumstances giving rise to such cause may have been foreseeable;
- (f) The negligence, actions or failure to act of any unaffiliated Internet service provider or any Other Information Provider;
- (g) Any other cause over which we or such Other Information Provider does not have control, including but not limited to failure of electronic or mechanical equipment, unauthorized access, strikes, failures of common carrier or utility systems, severe weather or other causes commonly known as "acts of god", whether or not such cause was reasonably foreseeable;
- (h) Any loss or abuse or unauthorised disclosure of Information;

- (i) Any other party's access of the Website and/or use of the Services using your User Information;
- (j) Your breach of this Agreement;
- (k) Any other party's breach of this Agreement where such party was able to access the Website and/or use the Services by using your User Information;
- (l) Any user of or access to any other websites linked to the Website including without limitation any service, product, information, data, software or other materials obtained such websites;
- (m) Any reliance on any Information or Services provided at the Website or any loss or damage suffered or incurred by you or any other party as a result of your relying or acting or omitting to act upon any information which you obtain from the Website or from any third party including without limitation any pricing, stock quotes, estimates and descriptions of any merchandise, product and service;
- (n) Any improper or unauthorised use of the Website, our Codes or digital key;
- (o) Any damage to your computer or other access device, related facilities or software as a result of any access to the Website effected by your use of the Services and/or the Website; or
- (p) Any defect in the browser which you use to access to the Website,

regardless of the form of action and even if we had been advised as to the possibility of such damages, losses or expenses.

14.2 Subject to the provisions herein, if we are found liable for our acts or omissions for any reason whatsoever, our liability shall be limited to the amount of the relevant transaction or your direct damages whichever is less.

14.3 NEITHER WE NOR ANY OTHER INFORMATION PROVIDER OR OTHER SOFTWARE SUPPLIER MAKES ANY EXPRESS OR IMPLIED WARRANTIES OF ANY KIND INCLUDING BUT NOT LIMITED TO EXPRESS OR IMPLIED WARRANTIES CONCERNING SOFTWARE OR SERVICES MADE AVAILABLE TO YOU THROUGH OR IN CONNECTION WITH THE WEBSITE OR CONCERNING ANY BROWSER USED TO ACCESS THE WEBSITE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF TITLE, MERCHANTABILITY, SATISFACTORY QUALITY, FITNESS FOR A PARTICULAR PURPOSE, FREEDOM FROM COMPUTER VIRUS OR OTHER MALICIOUS CODE, ERROR-FREE OR UNINTERRUPTED SERVICES OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

14.4 You undertake not to commence any legal action or proceeding relating to and in connection with the Services and/or the Website against us, any branch or subsidiaries of Citibank, N.A. more than one year after the cause of action has accrued.

14.5 Although securities and other quotations, news stories, research commentaries and other non-account Information provided to you via the Website are believed to be reliable, we have not independently verified it and do not make any representation as to its accuracy or completeness. Neither we nor any Other Information Provider is liable for any deficiencies in the accuracy, completeness, availability or timeliness of such Information or for any investment or other decision made using such Information.

## 15. INFORMATION PROVIDED ON THE WEBSITE

15.1 You should always contact your private banker before deciding to act upon any Information you obtain through the Website to obtain independent verification of such Information in determining whether any products, services or securities described or recommended are available to or suitable for you. The Information is delivered to you on a confidential basis solely for your personal, non-commercial use. It may not be reproduced in whole or in part, and its use by any other person is prohibited. You may download such Information to your personal computer or other electronic device and print out a hard copy for your personal reference, provided that you agree not to remove any copyright or other notices contained therein.

15.2 You acknowledge and agree that the Information provided on the Website shall not be considered or construed on our part as an offer or solicitation to buy, sell, give, take, issue, allot or transfer, or as giving any advice in respect of shares, stocks, bonds, notes, interests, unit trusts, mutual funds or other securities, investments, loans, advances, credits, insurance or deposits in any jurisdiction.

15.3 Unless otherwise stated, all account data and other Information provided to you via the Website is provided as a convenience and for your information; it is not the official record of your account activity with us; our account statement remains such official record. Account data provided through the Website is generally updated as of the prior business day's close of business, but is subject to adjustment and correction. Therefore, you should not rely upon it for taking any action without first confirming its accuracy and completeness with your private banker. We do not accept any responsibility for any loss or damage that results if you take action (including, without limitation, the exception of any transaction via the Website) without first contacting your private banker to confirm the accuracy and completeness of your account data on the Website. In the event of any discrepancy between the Information you view on the Website and the physical versions of our account statements, advices and confirmations, the latter shall be considered the official records of the accounts to which they relate. However, by enrolling in the Electronic Statement(s) Facility, you agree that Statement(s) provided to you via the Electronic Statement Facility shall be binding on you and shall be considered the official records of the accounts to which they relate where you do not receive any corresponding physical version of your account statements, advices and confirmations.

### 15.4 **The Website May Not be Used for Certain Purposes**

15.4.1 The Website uses our proprietary software and other software suppliers. If we give you software to use with the Website, you agree that you will be granted a non-exclusive license to use such software. This license allows you to use the software only for its intended purposes as provided in this Agreement. You may not disassemble, decompile, copy, modify or reverse engineer any of the software or allow anyone else to do so.

15.4.2 Transmission or use of any material in violation of this Agreement or any applicable law, rule or regulation (whether of the United States or other countries), or the rights of any third party, is prohibited. This includes, but is not limited to, copyrighted material, material which is defamatory, threatening or obscene, material protected by trademark, trade secret or patent laws, or material that results in an invasion of privacy.

### 15.5 **We and Other Information Providers Have Property Rights in the Website, the Information and the Services**

15.5.1 The Services and any Information provided by us and Other Information Providers, and the contents of the Website including, but not limited to, all design, text, sound recordings, images are protected by applicable copyright, patent, trademark or other intellectual property laws. Except as expressly authorized herein, you may not use, reproduce, transmit, sell, display, distribute, publish, perform, broadcast, store, circulate, adapt, modify, disseminate or commercially exploit such information or any of the Services provided in any manner (including without limitation through electronic, print or other media now known or hereafter developed) without our prior written consent.

15.5.2 All trade marks, service marks and logos displayed in the Website are our property and, where applicable, third party proprietors identified in the Website. No licence or right is granted and your access and use of the Website and/or the Services should not be construed as granting, by implication, estoppel or otherwise, any license or right to use, download or reproduce any such trade marks, service marks or logos appearing on the Website without the prior written consent of the respective members of Citibank or third party proprietors as the case may be.

15.5.3 You may not, without our prior written consent, insert a hyperlink to the Website or on any part thereof on any other websites or 'mirror' or 'frame' the Website or part thereof or any information or materials contained in the Website on any other server, website or webpage.

15.5.4 You also agree not to use the Services or any such Information for any unlawful purpose, and you shall comply with our request or any request of any Other Information Provider to protect their respective rights in the Services or such Information.

15.5.5 The Website gives you access to the Services and to Information provided by us and Other Information Providers, which may be presented with a distinctive "look and feel". These Services, Information and "look and feel" are our proprietary property and that of such Other Information Providers.

15.5.6 You agree that any and all information, ideas, concepts, comments, suggestions, techniques or know-how (collectively, "**Submissions**") you submit to us about the Website and/or through the Website shall be deemed to be and shall remain our sole and exclusive property, and that we can use such Submissions for our own commercial benefit without being required to compensate you. You hereby irrevocably transfer and assign to us all copyright or other rights you may have in the Submissions and you hereby waive your moral rights to all copyright that you may have in the Submissions. We shall be entitled to use, for any purpose whatsoever and without any payment or compensation, the Submissions in whatsoever form provided to us about the Website and/or through the Website.

## 15.6 **Linking from the Citi Private Bank Website to Other Websites**

If you use the Services or the links included on the Website to gain access to websites owned, controlled or offered by third parties or Internet location or source of information of any company, organization or person other than us, you acknowledge that such other websites or Internet locations are not under our control and agree that we shall not be responsible for any information or other links found at any such websites or Internet location or source of information, or for your use of such information. We provide such links only as a convenience to you, and have not tested any software or verified any information found at such sites, including the content of any prospectus or sales literature contained on such sites (except with respect to a prospectus or sales literature prepared by us). Access to and use of such websites is at your own risk and subject to the terms and condition applicable to such access and/or use. For the avoidance of doubt, the fact that we have provided a link to another site does not signify an endorsement of the site or its contents by us or constitute an endorsement or a recommendation by us of any information, materials, products or services, including but not limited to any security or investment referenced or offered on the third party website. Accordingly, we shall not be responsible for any and all information, materials, products or services or any failure thereof contained in or offered at any such third party website linked to the Website.

## 16. YOUR COMMUNICATIONS WITH US MAY BE RECORDED ELECTRONICALLY

In connection with your use of the Services and your access to the Website, you agree to the taping or any other form of electronic recording of any communication, electronic or verbal, between you and us or our employees or representatives, to the extent permitted by law. You acknowledge and agree to the recording, retention, monitoring and use by us (and its employees, representatives, affiliates and agents) of all Instructions you give to us, all Citibank Web Mail and all external e-mail messages you send to us or receive from us, and all information and data that you input or provide during your use of the Services or the Website.

## 17. GOVERNING LAW AND SUBMISSION TO JURISDICTION

17.1 This Agreement, as well as the performance of our obligations with respect to this Agreement and the Services provided to you under this Agreement, will be governed by, and construed in accordance with, the laws of India, including any governmental acts, orders, decrees or regulations applicable to that branch where the account is maintained and, where applicable, U.S. federal law. The Website is not intended for distribution to, or use by, any person or entity in any jurisdiction or country where such distribution or use would be contrary to local law or regulation.

17.2 We will maintain our primary records with respect to the Services provided to you in facilities located in the jurisdiction where the relevant account is maintained. As noted above, however, we may provide all or a portion of such Services to you from one or more other countries, and information about you and your accounts and relationship with us may be transmitted from or through one or more other countries. Such information therefore also may be subject to the laws, regulations and usages of each jurisdiction where these services are performed as well as in New York, New York, U.S.A. and the jurisdiction where the relevant account is maintained.

17.3 For any dispute related to this Agreement or the Services provided to you under this Agreement, you (i) irrevocably submit to the exclusive jurisdiction of the courts of the jurisdiction where the relevant account is maintained, provided that at our sole and absolute discretion, such jurisdiction shall not be exclusive to the U.S. Federal Court sitting in New York City; (ii) waive any defense of inconvenient forum; (iii) agree that any final judgment will stand and be enforceable in other jurisdictions by suit or as provided by law and will be binding on you, your heirs, executors, legal representatives, successors and assigns; and (iv) agree that any summons, process or other legal document in connection with any such dispute may be served on you or your personal representatives by serving it at your mailing or release address.

## 18. WAIVER OF JURY TRIAL

You hereby waive, and we also waive, any right which you or we may have to a jury trial in any dispute arising from this Agreement or any Services provided to you under this Agreement.

## 19. INDEMNIFICATION

You hereby agree to indemnify and hold harmless us (and our directors, officers, employees, control persons, vendors, licensors and agents) and any Internet service provider and Other Information Provider from and against any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) caused by or arising out of or related to your breach of terms of this Agreement, representations and warranties contained in this Agreement, and/or the use of the Website, the Services and the Information by you, by other persons to whom you have provided your User Information and by other persons who have been assigned as a Third Party User. Any loss or damage caused by any access effected by your use and/or your use of the Services being prohibited, restricted, delayed or otherwise affected by (i) the laws and regulations of the country from where the Services is accessed and/or the terms and conditions prescribed by the relevant Internet service provider, information service provider, network provider, content provider, server or such other equivalent system in such country of access; (ii) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of the Website, the relevant Internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (iii) any act or omission by the relevant Internet service provider, information service provider, network provider, content provider, server or such other equivalent system; or (iv) our modifying, maintaining or upgrading the Website; and/or (v) our terminating or modifying the Website. This indemnification shall be binding upon you and your executors, administrators, heirs, successors and permitted assigns.

## 20. LIMITATIONS ON SOFTWARE IMPORT AND EXPORT

You understand that the Website may include encryption-controlled software that may be subject to strict export license requirements prior to export from the United States or Canada. You agree not to export any software or technical data that you receive from us, or their direct product, without full compliance with all requirements of U.S. Export Administration Regulations (15 CFR Parts 730- 774) (the "EAR"). Without limiting the foregoing and even where export is approved under the EAR, export is prohibited to any country in Country Group E: 2 of the EAR, to any military end-user/ end-use in any country in Country Group D:1 of the EAR, and to any other destination or end-user specifically prohibited under the EAR unless such export has been first specifically authorized by a written export license or other authorization in accordance with the requirements of the EAR. You are solely responsible for obtaining any required export licenses or authorizations and for compliance with the EAR and any export or import restrictions imposed by any other country. Your obligations under this provision shall remain in effect after termination of this Agreement.

## 21. CHANGES IN TERMS, SERVICES OR FEES

21.1 We may, at our sole and absolute discretion, vary, discontinue, cancel or change the Website and/or modify, restrict, withdraw or suspend any Services or level of Services either temporarily or permanently (including without limitation, imposing or modifying any terms and/or restrictions applicable to the Services) provided to you via the Website without prior notice to you and without giving any reason therefore, without liability to you or any third party for any inconvenience, injury, loss or damage you or any other party may suffer as a result thereof including without limitation in relation to our revocation or suspension of your or any Third Party User's right and authority to use and access the Services. After cancellation or discontinuation, the Services may be reinstated in such manner and form on such terms and conditions as we may determine at our sole and absolute discretion.

21.2 While no fees are currently charged for the Services or the use of the Website, we reserve the right to charge a user fee for your use of the Services in the future and for any re-extension thereof. Any fees that we may charge would not include any fees separately imposed by an Internet service provider or other telecommunications service provider.



21.3 Except as provided in this Agreement, no waiver, modification or amendment of any provision of this Agreement will be effective against us unless the same is in writing and executed by us.

## 22. GENERAL PROVISIONS

### 22.1 Term of Agreement

This Agreement will remain in effect until either you or we terminate it. We may terminate your access and use of the Website and/or Services and/or this Agreement without penalty, for any reason, and at any time without prior notice to you and without assigning any reason. Termination of this Agreement will not terminate your accounts or other relationships with us.

### 22.2 Business Days

Business days are days on which banks and other financial institutions are open for business in New York, New York, USA or the jurisdiction where the relevant account is maintained. Saturday, Sunday and Monday are considered one business day. Bank holidays in New York, New York, USA or the jurisdiction where the relevant account is maintained are considered part of the following business day.

### 22.3 Binding Effect; Assignments

This Agreement and your rights and obligations hereunder may not be assigned by you without Citibank's written permission, and shall inure to the benefit of our successors or assigns whether by merger, consolidation or otherwise. Any assignment or transfer by you of this Agreement that is made without Citibank's prior written approval will be null and void.

This Agreement shall be binding on you, your heirs, executors, legal representatives, successors and permitted assigns. We may assign this Agreement or any of our rights or obligations under this Agreement to a company affiliated with Citibank or to any successor company (whether by merger, consolidation or otherwise), or to any other person or entity at any time without your consent.

### 22.4 Certain Parties Have Rights Under This Agreement Even Though They Are Not Parties

Certain securities exchanges and associations for over-the-counter securities markets (“**Securities Markets**”) must give us and/or Other Information Providers permission to make market data available to you relating to securities (“**Affected Securities**”) listed on such Securities Markets. In connection with obtaining such permission, you acknowledge and agree that this Agreement confers third-party beneficiary status on each of the Securities Markets that make market data available to you relating to Affected Securities. In authorizing us to take any action, or to receive any communication, this Agreement authorizes us to act on our own behalf and on behalf of such Securities Markets. Each Securities Market may enforce this Agreement as to market data that it makes available, by legal proceeding or otherwise, against you or any person that obtains and uses market data improperly, unlawfully or in any other way that this Agreement does not permit. No act of omission on our part and no other defense that might defeat recovery by us against you shall affect the rights of the Securities Markets as third-party beneficiaries under this Agreement.

### 22.5 No Waiver; Remedies

You agree that no delay or failure on our part to exercise any power or right under this Agreement, or a continued course of such conduct on our part, will operate as a waiver of such power or right, nor shall any single or partial exercise preclude any other future exercise. Only a written waiver signed by us will be valid. All rights and remedies granted to us in this Agreement are cumulative and not exclusive of any other rights or remedies which we otherwise have at law or equity.

### 22.6 Responsibility for Taxes

There are currently no sales or other taxes payable under U.S. and local law with respect to your subscription to, or use or receipt of, the Services. In the event that any such taxes should ever be imposed, however, you agree to pay, if and when due, all taxes (including all U.S. federal, state and local taxes) applicable to your subscription to, or use or receipt of, the Services.

#### 22.7 Severability

Should any term or provision of this Agreement be held invalid or unenforceable by any court of competent jurisdiction or by a government agency or regulatory agency, or subsequently become invalid and unenforceable as a result of a change in applicable law, the remaining terms and provisions shall continue in full force and effect.

#### 22.8 The Services and the Website May Not Be Available to Certain Persons or at Certain Times

The Services and access to the Website is provided on a 'AS IS' and 'AS AVAILABLE' basis and may not be available to Private Bank clients in all countries. You agree that your use of the Services is at your sole risk and that we shall not be liable if you are unable to gain access to the Services. In addition, the Services may not be continuously available, and your access to particular Services or Information may be restricted to certain business days and to certain time periods during such business days at our discretion. We are not required to make the Services or access to the Website available, or to continue to make the Services or such access available, to residents of any jurisdiction where we determine, in our sole judgment, that furnishing them to such persons might be unlawful under the laws of such jurisdiction or the laws of the U.S., or that compliance with either of such laws would be impractical or commercially unreasonable. Please check with your private banker regarding the availability of Services and access to the Website from your country of residence. Not all products or services described on the Website will be available to all Private Bank clients in all countries.

### 23. CONTACT US

**Please contact your private banker immediately if you have any questions or concerns regarding information about your accounts that is being made available to you on the Website.**

You can contact the E-Services Helpdesk Staff at 65-6333-0088, Singapore time during the hours of 9:00 AM - 6:00 PM, Monday through Friday, if you have a problem with your password.

### 24. CUSTOMER SERVICE

If you need assistance with the Services or the Website, you should contact your private banker. You can also write to us at 8 Marina View, #20-01 Asia Square Tower 1, Singapore 018960. Attention: E-Services.