

**GENERAL TERMS AND CONDITIONS RELATING TO CURRENT AND DEPOSIT ACCOUNTS
FOR CORPORATE CUSTOMERS**

The General Terms and Conditions Relating to Current and Deposit Accounts for Corporate Customers ("General Terms") set forth herein (including the specific terms set out in the Schedules and Appendices below) shall govern the operation of account(s) (save for any high yield demand deposit accounts) established and maintained by the Customer with Mizuho Bank, Ltd., having a place of business in Singapore (the "Bank" which expression shall where the context admits include its successors and assigns) and any Transactions in connection with such account(s). An account opened with the Bank shall also be operated subject to the Bank's bye-laws, regulations and practices and laws, regulations, and notices, circulars, codes and guidelines of any authority discharging its functions to which the Bank is subject.

1. DEPOSITS

- 1.1 The Bank shall accept such deposit(s) from the Customer in accordance with the terms and conditions herein. The Bank may at any time and at its sole discretion refuse to accept any deposit or limit the amount which may be deposited, and may return all or any part of an amount tendered to the Bank for deposit.
- 1.2 The Bank may issue deposit slips to the Customer in respect of any deposits. Deposit slips are not valid receipts unless validated by the Bank's stamp, machine print or signed by the Bank's Authorised Person, and notwithstanding the aforesaid, are not documents of title. If the amount indicated on the deposit slip differs from that of the Bank's cash count, the Bank's cash count shall be final and conclusive.
- 1.3 If the deposit slip is lost, stolen, destroyed or misplaced, the Customer shall notify the Bank immediately and confirm in writing such loss, theft or destruction within seven (7) days thereof. The Bank may, without liability, at its sole discretion, issue a certified photocopy of the deposit slip to the Customer on the following conditions being satisfied:
 - (a) that the Customer shall furnish the Bank with a written explanation to its satisfaction as to the cause of the loss, theft or destruction of the deposit slip; and
 - (b) that the Customer shall provide the Bank with an indemnity in form and substance acceptable to the Bank.

2. FIXED DEPOSIT ACCOUNTS, ASIAN CURRENCY UNIT FIXED DEPOSIT ACCOUNTS AND GREEN DEPOSITS

- 2.1 Fixed deposit transactions will only be accepted by the Bank on a Business Day. The Bank reserves the right not to accept fixed deposits in any specified currency.
- 2.2 A deposit slip ("Fixed Deposit Confirmation") will be given for each fixed deposit of the Customer (the "Customer's Fixed Deposit") placed with the Bank and Clauses 1.2 and 1.3 will apply in relation to each Fixed Deposit Confirmation.
- 2.3 Interest will accrue on the Customer's Fixed Deposit for the period commencing on its value date or the value date referred to in the Fixed Deposit Confirmation issued by the Bank in respect of such Customer's Fixed Deposit, whichever is the later, and up to and including the day before the maturity date referred to in such Fixed Deposit Confirmation, at the rate specified in such Fixed Deposit Confirmation and thereafter, for each subsequent period in respect of which such Customer's Fixed Deposit is renewed, at the Bank's rate applicable to fixed deposits in the relevant amount and currency prevailing on the date on which such Customer's Fixed Deposit is renewed.
- 2.4 Subject to Clause 2.6, the amount of a Customer's Fixed Deposit shall, in the absence of any express agreement in writing by the Bank to the contrary, be repayable only to the Customer and only on the maturity date referred to in the Fixed Deposit Confirmation in respect of such Customer's Fixed Deposit, together with accrued interest thereon up to such maturity date. The Customer may not withdraw the amount of such Customer's Fixed Deposit (whether in whole or in part) before such maturity date. Upon the expiry of the period ending on the first maturity date, and upon each subsequent maturity date, such Customer's Fixed Deposit will, at the Bank's option, automatically be renewed for a like period commencing on such maturity date unless the Bank receives from the Customer written notice to the contrary, in the case of an Asian Currency Unit ("ACU") Customer's Fixed Deposit, at least two (2) Business Days before such maturity date, or, in the case of a Customer's Fixed Deposit in Singapore Dollars, on or before such maturity date (provided always that if such maturity date is not a Business Day, notice is to be given on the Business Day immediately before such maturity date). Where such written notice has been given in accordance herewith, the amount of such Customer's Fixed Deposit may be withdrawn at its maturity.
- 2.5 In the event of renewal of a Customer's Fixed Deposit upon the first maturity date and upon each subsequent maturity date (where applicable), unless the Customer expressly requests otherwise, the interest accrued up to the first maturity date or each subsequent maturity date (as the case may be) will be added to the balance of the Customer's Fixed Deposit at the expiration of the relevant period and in such case, the Customer's Fixed Deposit balance will be so increased by the amount of such interest for the purposes of the subsequent period of the Customer's Fixed Deposit.
- 2.6 Notwithstanding Clause 2.4, the Customer may request the Bank to permit the amount of the Customer's Fixed Deposit to be withdrawn prior to the maturity date thereof, by submitting a duly signed written withdrawal request in form and substance satisfactory to the Bank. Customers are cautioned that early withdrawal of any Customer's Fixed Deposit may result in the original principal amount being reduced. Where such request has been made the Bank may, in its sole and absolute discretion and on such terms as it thinks fit, allow or permit such withdrawal subject to the Customer paying a fee of such amount as the Bank may in its sole discretion deem fit and the Bank being entitled to withhold or forfeit any interest accrued on the Customer's Fixed Deposit. If, for any reason, a Customer's Fixed Deposits in a foreign currency has to be repaid or withdrawn before maturity, the Bank shall have the right, in its absolute discretion, to convert the foreign currency deposit into any other currency and to recover the cost of replacing such funds and/or any other costs and expenses incurred by the Bank.

2.7 In respect of the deposits placed with the Bank which are described by the Bank as “Green Deposits”:

- (a) the Bank will ensure on a reasonable efforts basis to utilise the Green Deposits in accordance with the manner set out in the Bank's Green Deposit Framework (as updated from time to time and provided to the Customer);
- (b) if any part of the Green Deposit is, for whatsoever reason, unable to be utilised in accordance with the Green Deposit Framework (as updated from time to time and provided to the Customer) in relation to the eligible green projects as set out therein, the Bank shall have the right to manage such part of the Green Deposit by allocating it in overnight deposits, short-term financial instruments or other similar financial instruments as the Bank may determine in its discretion; and
- (c) the Green Deposit Framework (as updated from time to time and provided to the Customer) is subject to the following disclaimer:

“The Green Deposit Framework has been prepared solely for the purpose of providing information and does not constitute legally binding obligations. It does not constitute or form part of any financial, investment, or legal advice, and is not a recommendation or solicitation by Mizuho Financial Group, Inc. (“Mizuho FG”), Mizuho Bank, Ltd. (“Mizuho BK”) or any member of Mizuho FG or Mizuho BK for the purchase or requisition of any product, service or transaction.

When considering making green deposits, the Customer shall make its own independent judgement without reliance upon any information contained in the Green Deposit Framework, if necessary, consulting with lawyers, certified public accounts, tax accountants, and other advisors.

While the Green Deposit Framework has been prepared based on plans and information believed to be reliable and accurate as of the date of its publication, neither Mizuho FG, Mizuho BK or any member of Mizuho FG or Mizuho BK accepts any responsibility for the accuracy or appropriateness of such plans and information, nor undertakes any obligation to update, modify or amend the Green Deposit Framework or the statements contained therein to reflect changes in assumptions or changes in factors or to otherwise notify the Customer if any information, projection, forecast or estimate set forth therein evolves or subsequently becomes inaccurate.

There is no uniform market standard for defining green or sustainable finance. Different institutions may have varying interpretations and criteria, and certain projects may not fully meet any such criteria at the time of publication of the Green Deposit Framework or thereafter. The Eligible Green Projects (as defined in the Green Deposit Framework) may not at any time be fully aligned with any national, regional, or global green taxonomy, including but not limited to the Singapore-Asia Taxonomy for Sustainable Finance, the ASEAN Taxonomy for Sustainable Finance, and the Climate Bond Taxonomy.

The Green Deposit Framework is subject to change without notice and may in accordance with the external review process described therein be updated in line with market developments and best practices.”

3. **COLLECTION**

- 3.1 All Instruments denominated in any currency other than any Instrument received and accepted by the Bank for collection for an account will be credited to the account only after the Bank receives payment of the collection amounts of such Instrument. The Bank may credit the amount of any Instrument drawn on any bank in Singapore to the account when deposited with the Bank but the amount so credited will not constitute the available balance on the account before the Bank has collected and received payment on the Instrument and the Bank shall be entitled to debit the account in respect of the amount credited if such Instrument is dishonoured.
- 3.2 The Bank may at any time and at its sole discretion refuse to collect or accept for collection any Instrument made payable to a person or persons who is not or are not the Customer (each such Instrument herein called a “Third Party Instrument”), whether or not the Third Party Instrument bears any indorsement. A Third Party Instrument bearing multiple indorsements will not normally be accepted by the Bank for collection unless the Bank has expressly agreed to do so in the case of that specific Third Party Instrument. In each case where any Third Party Instrument is accepted by the Bank for collection such acceptance is made without any liability whatsoever on the part of the Bank and the Customer shall bear full responsibility for the correctness, authenticity and validity of all indorsements on Third Party Instruments, and the Customer hereby agrees to indemnify the Bank against all loss, damage, liability, costs and expenses which the Bank may suffer or incur by reason of any defect in the Customer's title to any Third Party Instrument or the incorrectness, invalidity or lack of authenticity of any indorsement on any Third Party Instrument.
- 3.3 The Customer shall indemnify the Bank at all times and keep the Bank indemnified as collecting banker against any expense, loss, damage or any other liability whatsoever which the Bank may suffer or incur by reason of the Bank relying upon or guaranteeing any indorsement or discharge on any Instrument (whether a Third Party Instrument or otherwise) presented by the Customer for collection, and in all cases, such reliance or guarantee by the Bank shall be deemed to have been exercised at the Customer's express request.
- 3.4 All Instruments deposited with the Bank for collection are received by the Bank for collection as agent of the Customer, and the Bank may at its absolute discretion refuse to accept for collection any Instrument tendered for deposit. In the absence of any express agreement in writing by the Bank to the contrary, the Bank's acceptance of any Instrument for collection is made upon the condition that the Bank may, without any liability on its part and at any time in its sole discretion, (i) route each such Instrument by mail or otherwise, directly or indirectly, for collection to the drawer, drawee, indorser or other payee, through any of the Bank's branches or correspondents for handling subject to and in accordance with their respective rules and regulations and for payment in cash, bank draft or otherwise, (ii) return any dishonoured Instrument to the Customer at the Customer's address as last notified to the Bank, at the risk and expense of the Customer, and (iii) refrain from presenting, demanding, collecting or giving notice of non-payment or dishonour with respect to any such Instrument on any Saturday, Sunday, public holiday or bank holiday. However, the amount of any Instrument drawn on or payable by the Bank at any of its branches or otherwise may be debited from the relevant account of the Customer with the Bank at any time and on any day (including, without limitation, on a Saturday, Sunday, public holiday or bank holiday), unless full and final payment in cash or its equivalent shall have been received by the Bank at its branch in Singapore irrespective of whether or not such Instrument is returned to the Customer.
- 3.5 All Instruments accepted by the Bank for collection and credit to an account are received by the Bank subject to the following conditions:

- (a) any correspondent, Agent or intermediary selected by the Bank and through which the Bank routes any such Instrument for collection shall be deemed to be the agent of the Customer and the Bank shall not be liable to the Customer for any loss or damage caused by any act, neglect or default of such correspondent, Agent or intermediary;
- (b) the Bank's rights against the Customer in relation to any item shall not be prejudiced by (a) loss, mutilation or dishonour of such item, (b) any proceedings taken thereon by the Bank, or (c) the entering into an arrangement (which is hereby authorised by the Customer) with any third party;
- (c) the Bank shall not be responsible for any failure or delay in crediting an account, whether arising from (but not limited to) (i) any countermand or stop payment instructions, (ii) loss through the mail, (iii) late, or failure of, presentation, demand, collection or giving of notice of non-payment or (iv) dishonour of any item, voucher or statement; and
- (d) the Customer hereby waives protest, presentation and notice of dishonour of any item, and hereby waives the right of counter-claim or set-off against the Bank.

4. INSTRUMENTS, CHEQUE BOOKS & STOP PAYMENTS

- 4.1 The Customer shall not draw any Instrument on the Bank or on any account except in the form and on such paper printed in accordance with such specifications as the Bank may prescribe or in the form and on paper provided by the Bank to the Customer for that purpose and the Bank shall be entitled to dishonour any Instrument which is drawn in contravention of this provision.
- 4.2 Cheque books are available only for use with current accounts (or such other accounts as the Bank may from time to time decide) and no withdrawal may be made by cheque against any other type of account. Applications for cheque books received by the Bank must be in form and substance satisfactory to the Bank. For the avoidance of doubt, the Bank reserves the right not to issue cheque books to the Customer for any account(s).
- 4.3 At the written request and expense of the Customer, the Bank may despatch cheque books to the Customer by registered or ordinary mail. For cheque books despatched by registered mail, the Bank may, at its discretion, levy such necessary fees and charges as it may in its sole discretion deem fit. The Bank will not be liable for any possible risks or losses associated with the method of despatch or collection, including loss of any cheque book(s). The Customer agrees to observe all rules or terms printed on the cheque book or as the Bank may inform the Customer from time to time.
- 4.4 Cheques and other Instruments drawn by the Customer must be so drawn as to prevent additions and alterations after issue, and in particular, all blank spaces on cheques must be legibly completed and the word "only" should be added after the amount in words. All alterations and/or additions must be confirmed by the full signature(s) of the signatory(ies) and such signature(s) shall be conclusive evidence as against the Customer that such alterations and/or additions are duly authorised by the Customer. If precautions are not taken by the Customer to prevent forgery or alteration of any cheque or other Instrument drawn on an account of the Customer, the Bank will not be responsible or liable for the consequences and shall not be liable to the Customer for any expense, loss, damage or liability whatsoever which the Customer may incur or suffer by reason of any such forgery or alteration.
- 4.5 Cheques and other Instruments must be duly signed in accordance with the specimen signature(s) and the mandate or authorisation provided by the Customer to the Bank. Any Instrument drawn by the Customer may be dishonoured by the Bank if not signed in accordance with such specimen signature(s) and/or authorisations and/or are otherwise irregular in any manner, and the Bank may at any time refuse to pay over the counter cheques in which the word "bearer" has been cancelled, without any liability on the part of the Bank for such refusal. The Bank does not undertake to verify the authenticity of any indorsement on any cheque or other Instrument drawn to order or to ascertain or verify the identity of any indorser, and the Bank shall have the right at any time in its sole discretion to refuse payment of cheques or other Instruments bearing any indorsements and drawn on an account. The Customer will assume full responsibility for the correctness and validity of all indorsements appearing on cheques or other Instruments drawn on each account of the Customer.
- 4.6 The Bank may mark as "good for payment" any cheque drawn on an account, and the account may be debited immediately with the amount of the cheque so marked and thereafter payment on the marked cheque cannot be stopped.
- 4.7 The Customer is responsible for the safekeeping of its cheques and in the event that any cheques are mislaid, lost or stolen, the Customer must forthwith inform the Bank of the same.
- 4.8 If the Customer desires to stop payment on any cheque or other Instrument, complete written instructions and information fully identifying the cheque or Instrument, including (a) the cheque or Instrument number, (b) the date of the cheque or Instrument, (c) the payee's name, and (d) the amount of the cheque or Instrument, should be notified to the Bank. Stop payment instructions for blank cheques which have been lost, stolen or mislaid shall be carried out by the Bank in such manner as the Bank may at its sole discretion require or deem fit. The Bank will record any order stopping payment of cheques or other Instruments only (i) after a letter duly signed by the Customer in accordance with the specimen signature(s) provided to the Bank has been duly received during regular banking hours at the counters of the Bank at which the relevant account is maintained; and (ii) if such cheque or Instrument has not been presented, and the Bank shall not be responsible for any loss caused by any oversight by the Bank or its officers. Stop payment instructions received otherwise than in writing duly signed by the Customer will not be binding on the Bank, and the Bank shall not be obliged to act in accordance with any such unwritten instructions or instructions not duly signed as aforesaid provided that the Bank may, at its sole discretion, without any obligation to do so and/or without undertaking any liability by doing so, accept verbal instructions to stop payments. The Customer will also complete and execute any further documentation required by the Bank in connection with such instructions.
- 4.9 The Customer irrevocably and unconditionally agrees (a) to indemnify and at all times keep the Bank indemnified against any expense, loss, damage or liability whatsoever which may be incurred or suffered by the Bank as a result of any payment or non-payment by the Bank of any cheque or other Instrument referred to in any stop payment or countermand instructions of the Customer, (b) that while the Bank will use its best endeavours to carry out the Customer's instructions, it will not be liable for any failure to do so howsoever arising, and, in particular, the Bank shall not be responsible for any loss or damage which may arise if a cheque or other Instrument is paid prior to the instruction to stop payment being actually received by the Bank, (c) to notify the Bank promptly in writing if the relevant cheque or other Instrument is recovered or destroyed, or if such instructions are otherwise revoked or cancelled and (d) that for stop payment or countermand instructions involving cheques or other Instruments which are dated, such instructions will

automatically lapse six (6) months from the date of the relevant cheque or other Instrument or date of receipt of such instructions from the Customer, whichever is later, and for undated cheques or other Instruments, the instructions will lapse one (1) year from the date the instructions were received from the Customer. The Bank may at its absolute discretion vary the stated validity period of any such instructions.

5. WITHDRAWALS

- 5.1 In the absence of any agreement by the Bank to the contrary, no withdrawals in cash may be made by the Customer of any or all moneys standing to the credit of any account otherwise than in Singapore Dollars (whether such account is maintained or denominated in Singapore Dollars or in any other currency). The Bank may (but it is not bound to) comply with requests from the Customer that such withdrawals be payable in a currency ("foreign currency") other than Singapore Dollars or in specific cash denominations. Any withdrawals requested by the Customer to be made in a foreign currency shall be payable only (i) by means of telegraphic or electronic transfer to, or by issuing drafts drawn on, a financial institution selected by the Bank, (ii) (for withdrawals in United States Dollars or Japanese Yen only) on presentment of a cheque issued by the Customer and drawn on an account of the Customer with the Bank, or (iii) by such other means as the Bank may in its sole discretion determine.
- 5.2 Withdrawals from an account may be made only upon receipt by the Bank of withdrawal instructions satisfactory to it (in each case as the Bank may determine in its sole discretion). Any such withdrawal instructions shall be binding on the Customer and the Bank is entitled and authorised to debit the relevant account with the amount requested to be withdrawn in such instructions, irrespective of whether such account is in credit or otherwise, provided that the Bank is not bound to honour any withdrawal request if there are insufficient funds in such account, in the absence of any express agreement to the contrary. Except with the prior written consent of the Bank, no withdrawal request or order may be made otherwise than in writing and signed in accordance with specimen signatures and mandates or authorisations notified to and received by the Bank in respect of the relevant account. Any arrangements entered into with the Bank for withdrawal requests or orders to be otherwise than in writing shall be at the sole risk of the Customer and the Bank shall not be liable for any loss, damage, liability, cost or expense incurred or suffered by the Customer in connection with or as a consequence of such arrangements or as a result of the Bank relying or acting on any unwritten withdrawal requests or orders, in respect of which the Customer shall indemnify the Bank against any loss, damage, liability, cost or expense which the Bank may incur or suffer.
- 5.3 Any request or order given by or on behalf of the Customer to the Bank for a transfer of any sum or sums from the Customer's account to another account (whether of the Customer or any other person) shall, once given, be irrevocable, and the Bank, in its sole discretion and without any liability on its part, may (but shall not be obliged to) refuse to accept, acknowledge or act on any purported revocation, cancellation, amendment or variation of or to such request or order. The Customer agrees to indemnify the Bank against any loss, damage, liability, cost or expense which the Bank may suffer or incur in connection with any such purported revocation, cancellation, amendment or variation, whether or not accepted, acknowledged or acted on by the Bank.
- 5.4 Amounts of cheques and other Instruments deposited for collection shall not be available for withdrawal until the proceeds thereof have actually been collected by the Bank.
- 5.5 If at any time the Bank is in receipt of several requests or orders given by or on behalf of the Customer for withdrawal, transfer and/or payment of sums from or out of an account, and the aggregate of the sums specified in such requests or orders exceeds the total amount at such time available for withdrawal, transfer and/or payment from or out of such account, the Bank shall be entitled to select in its sole discretion which request(s) or order(s) to execute or which request(s) or order(s) to refrain from executing, without reference to the date or time of the making or receipt of any such request(s) or order(s). The Bank shall not be liable to the Customer for any loss, damage, liability, cost or expense suffered or incurred by the Customer in relation to or as a result of such selection or exercise of such discretion by the Bank.
- 5.6 The Bank will not entertain any request for partial payment of any Instrument notwithstanding that there are sufficient funds in the Customer's account.
- 5.7 No account may be overdrawn except with the prior written consent of the Bank. Any debit balance on the account shall be payable by the Customer to the Bank on demand. The Customer shall also on demand pay any accrued interest, bank charges and commissions chargeable on such debit balance at the Bank's applicable rates prevailing at the relevant time. The Bank's records as to the amount of such debit balance, accrued interest thereon and bank charges and commission chargeable in respect of such debit balance shall be conclusive and binding on the Customer. Notwithstanding the aforesaid, overdraft facilities may be granted to the Customer at the sole discretion of the Bank.

6. SPECIMEN SIGNATURES

- 6.1 All instructions of the Customer in respect of an account must be signed or given by or on behalf of the Customer strictly in accordance with the specimen signature(s), authorisations and/or mandates for the time being in effect and notified by the Customer to the Bank in writing in respect of such account.
- 6.2 The Bank shall be entitled, but not obliged, to undertake further verification of any signature alleged or purporting to be that of the Customer or any of its Authorised Persons or representatives other than by comparing any such signature with the specimen signature(s) notified or communicated to the Bank.
- 6.3 If the Bank receives contradictory instructions from different Authorised Persons to the account, the Bank shall immediately thereafter be entitled to refrain from acting in any way whatever in relation to the operation of the account until such time as the Bank receives the unanimous instructions of all such Authorised Persons, notwithstanding that the mandate or authorisation provided to the Bank in relation to such account permits otherwise.
- 6.4 Any damage or loss resulting from the Bank's inability to detect the inauthenticity of a signature and/or forgeries, or as a direct or indirect result of the Bank refraining to act in any way in accordance with Clause 6.3 above shall be borne by the Customer.
- 6.5 A list of specimen signatures of the Customer's Authorised Persons shall be filed with the Bank in the application form, or in other specimen signature documents as notified to the Bank in writing, and shall remain in full force and effect until the Bank has received written notice of amendment or revocation satisfactory to the Bank.

- 6.6 Any request or order given by or on behalf of the Customer to the Bank for a transfer of any sum or sums from the Customer's account to another account (whether of the Customer or any other person) shall, once given, be irrevocable, and the Bank, in its sole discretion and without any liability on its part, may (but shall not be obliged to) refuse to accept, acknowledge or act on any purported revocation, cancellation, amendment or variation of or to such request or order. The Customer agrees to indemnify the Bank against any loss, damage, liability, cost or expense which the Bank may suffer or incur in connection any such purported revocation, cancellation, amendment or variation, whether or not accepted, acknowledged or acted on by the Bank.

7. OPERATION OF PARTNERSHIP ACCOUNT AND JOINT ACCOUNT

- 7.1 All provisions herein contained and all liabilities incurred in respect of a partnership account shall bind all partners jointly and severally notwithstanding any change in the composition or constitution of the partnership firm or retirement or admission of one or more partners or otherwise.
- 7.2 All partners shall have power to authorise any person, whether or not a partner, to make, draw, sign, accept, endorse and/or otherwise negotiate any Instrument on behalf of the partnership firm and generally to operate the account with the Bank to credit, debit and transfer funds to or from the account and with power to create or increase an overdraft to any extent or apply for an extension of the overdraft facility whether such facility was granted on a temporary basis or otherwise. Such authorisation must be given to the Bank in writing.
- 7.3 No alteration in the composition or constitution of the partnership firm by death or retirement or admission of one or more new partners or otherwise shall affect any such authorisation in any way and the Bank may, if it deems fit, in the absence of written notice received by the Bank to the contrary, treat the remaining partner(s) as having full power to carry on the business of the firm and to deal with the account as if there had been no such alteration.
- 7.4 If an account is held by two or more persons jointly, all provisions herein contained and all liabilities incurred in respect of such joint account shall bind all such persons jointly and severally. Each joint account holder (acting singly) shall have the power to authorise any person, to make, draw, sign, accept, endorse and/or otherwise negotiate any Instrument in respect of the joint account and generally to operate the joint account with the Bank to credit, debit and transfer funds to or from the joint account and with power to create or increase an overdraft to any extent or apply for an extension of the overdraft facility whether such facility was granted on a temporary basis or otherwise. Notwithstanding the foregoing, if the Bank receives contrary or contradictory mandate or authorisation from any joint account holder, the Bank shall immediately thereafter be entitled to refrain from acting in any way whatever in relation to the operation of the joint account until such time as the Bank receives the unanimous mandate or authorisation of all the joint account holders.

8. FOREIGN CURRENCY DEPOSITS

- 8.1 Customers are cautioned that transactions involving the exchange of currencies involve a high degree of risk and the risk of loss is substantial. In particular, with respect to the making of foreign currency deposits, transaction costs and any fluctuation in exchange rates between the time when a sum is converted from its original currency and deposited and the time it is withdrawn or realised may substantially or completely erase any interest or other earnings thereon and could result in the original principal amount being reduced when converted back to its original currency. The imposition of or changes in laws, rules or regulations or acts of any government or governmental authorities relating to, without limitation, exchange controls, restrictions on availability, freezes, moratoria, expropriation, requisitions, changes in currencies, involuntary transfers or restraints of any kind may result in the Bank being unable to pay to the Customer any deposit made in a particular currency. In such a case, the Bank shall have the right to convert the particular foreign currency deposits into another currency and the Customer shall be liable for the costs and expenses incurred by the Bank in doing so.
- 8.2 The Bank assumes no liability in respect of any of the foregoing including, without limitation, for any diminution in the value of funds in the Customer's account(s) due to taxes or depreciation or for the unavailability of such funds on maturity due to restrictions on convertibility, requisition, involuntary transfers, restraints of any kind, exercise of governmental or military powers, war, strikes or other causes beyond the Bank's control.
- 8.3 The Bank does not, will not and shall not be deemed to at any time, give to the Customer any advice whether written or oral with respect to any foreign exchange transaction (including the making of deposits in any foreign currency). The Customer should make any decision regarding the entering into or making of any such foreign exchange transaction or deposit based upon the Customer's own judgement and upon advice from the Customer's own independent professional and/or financial advisers.

9. FOREIGN EXCHANGE (SAME DAY TRADING)

- 9.1 The Bank is authorised to enter into any foreign exchange contracts, on a same day basis, necessary to facilitate Transactions in respect of the account(s) at the rate prevailing at the time any exchange needs to be effected.
- 9.2 The Customer understands that it may not always be possible for the Bank to execute an instruction or order due to the nature of the foreign exchange markets and the Bank shall not be obligated to transact in any particular currency in its absolute discretion.

10. COMMUNICATIONS

- 10.1 All communications to the Customer, including statements of account, advice or demand notices, will be posted by prepaid post to the address last informed to the Bank and shall be deemed to have been received by the Customer seven (7) days after posting. The Customer shall promptly notify the Bank of any change in address. Any communications to the Customer by facsimile transmission ("fax") shall be deemed to have been received by the Customer on the day of despatch.
- 10.2 All communications to the Bank shall only be effective upon actual receipt by the Bank's officer authorised to act thereon. Where any communication to the Bank is received by the Bank by fax or any other means of communication which does not result in the Bank receiving a "hard" copy, the Bank shall be entitled, in its sole discretion (but shall not be obliged) to act on such communication but the Customer shall, in any case, immediately send to the Bank a "hard" copy of such communication. The Bank shall be entitled (but shall not be obliged) to record any oral communication between itself and the Customer and, in the event of a dispute as to the content of such communication, any such recording shall be conclusive evidence of the content of such communication.

- 10.3 The Bank shall not be responsible for any delay, non-receipt, error or omission howsoever caused, including breakdown in telecommunications, computer services and/or postal services, which may occur in the transmission or misinterpretation of messages or in any of its communications made by any means or in any manner.

11. FORCE MAJEURE

The Bank will not be responsible or liable for any expense, loss, damage, liability or other consequence suffered or incurred by the Customer arising from any delay, failure or inability to discharge any liability hereunder or related hereto as a consequence of any order, law, levy, tax, embargo, moratorium, depreciation, exchange restriction or risk, the unavailability of funds at any relevant time for reasons outside the Bank's control or any other act or threat of any governmental or other authority (de jure or de facto), involuntary transfers, restraints of any kind, acts of war, civil strike, riots, expropriations, freezes, any calamity or condition, epidemic, act of God, industrial actions, computer or communication breakdown or cyber or malware attacks or similar threats or any other cause of any kind whether similar to the foregoing or not which may be or may reasonably be suspected by the Bank to be beyond its control (including the unavailability of, or inability to access, the Customer's records or accounts), and the Customer hereby agrees to assume all risks of any such expense, loss, damage, liability or other consequence.

12. AUTHORISATION TO DEBIT AND CLAWBACK

- 12.1 Without prejudice to anything in these General Terms, the Customer authorises the Bank to debit any of the Customer's account(s) with the Bank for all sums, obligations and liabilities (including commission, service charges, interest, fees, costs and expenses), owed or otherwise payable by the Customer to the Bank whether or not due to any overpayment into any account of the Customer(s) arising from any errors or omissions on the part of the Bank or otherwise.

- 12.2 Where the Bank receives for the benefit of the Customer (i) an amount from a third party or (ii) an inward remittance from a correspondent bank, paying bank or agent bank, the Bank shall not be obliged to credit the Customer's account(s) or make such payment to the Customer until the Bank has actually received such amount. Notwithstanding the foregoing, if:

- (a) such crediting of the Customer's account(s) occurs or payment is made by the Bank to the Customer and it subsequently transpires that the Bank has not received such amount for any reason whatsoever including but not limited to delays arising from "customer due diligence" checks or other similar procedures under applicable laws and regulations; or
- (b) amounts credited to the Customer's account(s) or paid by the Bank to the Customer is rescinded or must otherwise be returned by the Bank for any reason whatsoever,

then the Customer hereby authorises the Bank to debit any of the Customer's account(s) with the Bank for such sum that has been credited or paid to the Customer. In the event there are insufficient sums in the Customer's account(s), the Customer shall on demand repay the sum paid or credited to the Customer.

- 12.3 The Bank reserves the right to reject or refuse or reverse any or part of any inward remittance if:

- (a) the Bank is of the view that such inward remittance is in violation of these General Terms or any applicable laws and regulations; or
- (b) the relevant correspondent bank, paying bank or agent bank should at any time claim refund and repayment of such inward remittance on any ground (whether disputed or not),

and the Customer shall be responsible for all losses, costs, expenses and charges incurred or suffered by the Bank arising as a result thereof and shall indemnify the Bank for all losses, costs, expenses and charges incurred or suffered by the Bank in relation thereto.

For the avoidance of doubt and without prejudice, any reversal of any inward remittance pursuant to this General Terms will constitute a withdrawal and any withdrawal before maturity and such reversal of any inward remittance will be on such terms as the Bank may impose.

13. STATEMENT OF ACCOUNT AND CUSTOMER'S DUTY

- 13.1 The Bank will furnish the Customer with periodic statements relating to an account (each such statement herein called a "Statement of Account"). The Customer is under a duty in respect of each account to examine all entries in each Statement of Account and to report any omission from, or any debit or credit entry wrongly made or made without authority to, or inaccurate entries in, any Statement of Account, and the Bank must be notified of any discrepancies or errors in such Statement of Account.

- 13.2 Unless and to the extent the Customer objects in writing to any entry in a Statement of Account and the Bank receive notice of such objection or of discrepancy or error in such Statement of Account within seven (7) days after the posting, despatch or delivery of such Statement of Account, all entries made in such Statement of Account shall be deemed correct and shall be conclusive without further proof as against the Customer, who shall be deemed to have accepted such Statement of Account as being correct and who shall be bound accordingly, except as to any alleged errors so notified and any payments made on forged or unauthorised indorsements, but subject always to the Bank's right to amend rectify errors or omissions as set out in this Clause 13.2. Except as provided in this Clause 13.2, the Bank shall be free from all claims in respect of any and every entry shown in the Statement of Account save such as shall have been objected to in writing as aforesaid. Notwithstanding the aforesaid, the Bank may at any time rectify errors or omissions in any Statement or Account and any statement or advice so rectified shall be binding on the Customer. The Bank has the right to demand refund of and/or debit any account of the Customer with the Bank for any overpayment into the account(s) arising from such errors or omissions.

- 13.3 Notwithstanding any Statement of Account, any statement or advice sent by the Bank to the Customer, the Bank shall have the right to reverse any entry, demand refund of and/or debit the account in respect of any overpayment or wrongful credit into the account.

- 13.4 Any notice or demand or any certificate by the Bank as to the amount due and owing to the Bank shall be conclusive and binding upon the Customer.

14. CHANGES IN PARTICULARS OF CUSTOMER

- 14.1 The Customer shall without delay notify the Bank in writing of any change in (a) the Customer's address, telephone number(s) or facsimile transmission number(s) and (b) any other relevant particulars relating to the Customer, including without limitation any change in the identity(ies) of its partners or directors or change to its memorandum or articles of association or other constitutive documents (where applicable), or its tax residency or tax status.
- 14.2 The Customer shall also without delay notify the Bank in writing of any change in (a) the signature(s) of any of the Customer's Authorised Persons to the account, (b) the identity(ies) of any of the such Authorised Persons or (c) the extent of the authority of each of such Authorised Persons, including (without limitation) the categories or number of signatures required for any instruction or communication to the Bank to be deemed duly given by or on behalf of the Customer.

15. CLOSURE OF ACCOUNTS

- 15.1 The Bank may at any time and its sole discretion close an account, whether such account be in debit or credit, by giving the Customer notice of such closure. The Bank shall not be obliged to give any reason for such closure. The Bank may, at its discretion, levy such fees and charges in relation to such closure as it may in its sole discretion think fit, and may debit the same to such account prior to its closure or to any of the Customer's other accounts. The Bank may discharge its liability to Customer in respect of any amount standing to the credit of such account immediately prior to its closure by mailing to the Customer a draft in the currency in which such account was maintained, or may transfer such credit balance to a separate account of the Bank until such balance is claimed by the Customer or until the expiry of any applicable statutory limitation period.
- 15.2 Upon giving the Customer notice of closure of the account, the Bank shall not be under any obligation to honour any Instrument drawn, accepted or made by the Customer which may be presented to the Bank for payment after such closure, whether any such Instrument is dated before or after the date of such closure.

16. DORMANT ACCOUNT

- 16.1 Without prejudice to the provisions of Clause 15, if the Bank determines that there have been no Transactions conducted by the Customer in connection with the account for an extended period, the duration of such period to be determined by the Bank from time to time in its sole discretion, the Bank may designate such account as a dormant account ("Dormant Account").
- 16.2 Upon the designation by the Bank of any account of the Customer as a Dormant Account (such designation need not be informed by the Bank to the Customer) pursuant to the provisions of this Clause 16, the Customer acknowledges that the Bank shall be under no obligation to send the Customer any further Statement of Account. The Bank may, at its discretion, levy such fees and charges from time to time in relation to any dormant account as it may in its sole discretion think fit, and may debit the same to such account. The Bank shall also be entitled to close such Dormant Account in accordance with Clause 15.
- 16.3 Where the Bank is instructed by the Customer to transfer or remit sum or sums from a Dormant Account to another account (whether of the Customer or any other person and whether with the Bank or a third party financial institution) or that the Customer wishes to withdraw sum or sums from a Dormant Account, the Bank reserves the right to conduct such further investigations and due diligence as the Bank may deem necessary in its sole and absolute discretion before acting on such instructions. The Customer is aware of and acknowledges that the release of the Customer's moneys is always subject to such verification as the Bank may consider necessary under the Bank's sole and absolute discretion (and the Customer shall provide such documents and assistance required by the Bank for such verification) and the Bank shall not be liable for any delays whatsoever howsoever arising in executing the Customer's instructions. The Customer further irrevocably waives its right to claim against the Bank for any losses, costs and expenses howsoever and by whomsoever sustained, suffered or incurred arising out of anything done or omitted to be done (whether intentionally or otherwise) that may arise in connection with this Clause 16 and the Customer agrees to bear all losses, costs and expenses incurred by the Bank in relation to the verification and due diligence process set out herein.

17. SET-OFF AND COMBINATION OF ACCOUNTS

- 17.1 Without limiting any general or banker's lien, right of set-off or other right to which the Bank may be entitled, whether in law, equity, contract or otherwise, the Customer hereby irrevocably agrees that the Bank may at any time and in the Bank's sole discretion set-off or apply (without prior notice to the Customer):

- (a) any credit balance (whether or not then due) to which the Customer is at any time beneficially entitled on any account at;
- (b) any sum held to the Customer's order by; and/or
- (c) any liability of,

the Bank or any of its branches (whether in Singapore or elsewhere), against or in or towards satisfaction of any sum owing, whether actually or contingently, by the Customer to the Bank under any agreement made between the Bank and the Customer or in connection with any credit facility which may from time to time be granted by the Bank to the Customer (but so that nothing in this Clause 17 shall be effective to create a charge), and for the purpose of any such set-off or application the Bank is authorised to convert one currency into another where the Bank in its sole discretion deems necessary. The Bank shall not be obliged to exercise any of its rights under this Clause 17, which shall be without prejudice and in addition to any right of set-off, combination of accounts, lien or other right to which the Bank is at any time otherwise entitled (whether by operation of law, contract or otherwise).

- 17.2 The Bank's right of set-off will not be affected by the Customer's insolvency, bankruptcy, death or winding-up or the appointment of any receiver, trustee, judicial manager or similar officer of the Customer or the Customer's assets.

- 17.3 The Customer shall not, unless the Bank otherwise agrees or allows, withdraw, or assign, deal with or create (or agree, conditionally or unconditionally, to assign, deal with or create) or have outstanding any mortgage, lien, charge, or other security on or over any part of the account(s) of the Customer for so long as there are any liabilities or obligations subsisting in favour of the Bank.

18. LIEN

The Bank shall have a lien on all assets and other property which are now or may at any time hereafter be in the Bank's possession or control or held by the Bank for the Customer or to the Customer's order or deposited or lodged with the Bank whether for safe custody, collection, security or for any specific purpose or generally. The Bank may sell, dispose of or otherwise deal with any of the Customer's assets and other property which are the subject of the lien conferred herein as and when and in such manner and to whomsoever the Bank may think fit without prior notice to the Customer or any other person. The Customer shall not be entitled to withdraw any assets or such other property as held by the Bank or any of its Affiliates pending the repayment in full to the Bank or any of its Affiliates of any liabilities, obligations and/or indebtedness of the Customer to the Bank or any of its Affiliates. The Bank may apply the net proceeds of such sale, disposition or dealing in or towards discharge of the Customer's obligations and liabilities to the Bank.

19. REMITTANCES

Unless otherwise instructed by the Customer, the Bank may deposit remittances (whether expressed in a different currency) received in the name of the Customer to any of the Customer's accounts. If any remittance is received in a currency in which the Customer does not maintain an account with the Bank, the Bank may, in its absolute discretion convert the sum received into a currency in which the Customer maintains an account at such rate as the Bank determines to be prevailing at the time of such conversion, and deposit the amount so converted into that account.

20. COLLECTION, USE OR DISCLOSURE OF INFORMATION

The Disclosure Appendix (*reference no.: DisclosureAppendix/20241111*) (attached hereto) applies to these General Terms.

21. TAX INFORMATION

The Customer:

- (a) represents and warrants to the Bank on a continuous basis for so long as the Customer has any account or any outstanding Service or Transaction with the Bank that the Customer has provided correct, accurate and updated information on its tax residency or residencies and the tax residency or residencies of its Controlling Persons; and
- (b) agrees and undertakes with the Bank to promptly notify the Bank in writing of any change in the Customer's information or circumstances including, without limitation, any change in the ultimate beneficial ownership of any account opened or maintained with the Bank, residence, place of business, address of record and any additional information which affects the Customer's tax position. In the absence of any written notice to the contrary, the Bank shall assume that there are no constraints on the investment services or products under these General Terms and the Bank shall not accept any liability for any adverse tax consequences. The Customer agrees to promptly complete and return to the Bank such tax certification forms as the Bank may require from time to time.

22. PERSONAL DATA

The Customer represents and warrants to the Bank on a continuous basis for so long as the Customer has any account or any outstanding Service or Transaction with the Bank and agrees and undertakes with the Bank that to the extent that any Customer Information provided by the Customer to the Bank relates to Connected Persons, all the requisite and appropriate notifications, authorisations and consents have been duly procured or will be procured from the relevant individuals as may be required in accordance with all applicable data protection legislation.

23. CUSTOMER DUE DILIGENCE CHECKS

The Customer agrees and undertakes with the Bank to forthwith furnish such financial information to the Bank as the Bank may request from time to time and at the Bank's request from time to time, supply or procure the supply of such documentation and other evidence as is reasonably requested by the Bank in order for the Bank to conduct any "customer due diligence" checks or other similar procedures under applicable laws and regulations.

24. COMPLIANCE WITH APPLICABLE REGULATIONS

- 24.1 The Services offered or rendered by the Bank shall be subject to all laws, rules and regulation of any government or other authority applicable thereto, and the Bank reserves the right in its sole discretion without notice to review, modify or cancel all or any of the Services offered to the Customer at any time.
- 24.2 In addition to these General Terms, any separate regulations and terms and conditions from time to time issued by the Bank in connection with particular Services or in connection with particular types of business transactions shall apply to the Bank's rendering of Services or to such business transactions.
- 24.3 All Services and Transactions entered into pursuant to these General Terms shall be subject to any applicable constitution, rule, regulation, custom and usage of the relevant exchange, market or electronic platform (and any clearing house) and all applicable laws, rules and regulations of government authorities, regulatory bodies and self regulatory bodies. In the event of any conflict between these requirements and the provisions of these General Terms, then such requirements shall prevail over the provisions of these General Terms to the extent of such conflict.

25. ANTI-BRIBERY AND CORRUPTION, ANTI-MONEY LAUNDERING, COUNTERING THE FINANCING OF TERRORISM AND SANCTIONS

The ABC, AML, CFT and Sanctions Appendix (*reference no.: ABCAMLCFTSanctionsAppendix/20250328*) (attached hereto) applies to these General Terms.

26. AMENDMENT AND WAIVER

- 26.1 These General Terms may be amended, altered or supplemented by the Bank at any time and from time to time and notice of any amendment, alteration or supplemental shall be deemed to have been served on the Customer by the Bank giving notice of such amendment, alteration or supplemental for not less than ten (10) days by mail.
- 26.2 If the Customer continues to maintain and/or to operate the account with the Bank after such notification, the Customer shall be deemed to have agreed to any such amendments, alterations and supplementals without protest or objection. If the Customer does not accept any such amendment, alteration or supplemental to these General Terms the Customer shall discontinue operating the account and shall promptly close the account.
- 26.3 No waiver of any of the Bank's rights or powers or any consent by the Bank shall be valid unless signed on behalf of the Bank in writing. No failure or delay by the Bank in exercising any right, power or privilege under these General Terms shall operate as a waiver thereof, nor shall any single or partial exercise preclude any other or further exercise thereof or the exercise of any other right, power or privilege. Each and every remedy under these General Terms shall be cumulative and in addition to every other remedy given thereunder or now or hereafter existing at law or in equity, by statute or otherwise.

27. COMMISSION, CHARGES AND EXPENSES

- 27.1 The Customer will pay and reimburse the Bank and the Bank shall be entitled to debit any of the accounts with the following:
- (a) such brokerage, commissions, charges (including bank and custody charges) and other fees as the Bank, its Affiliates, or any other person may charge from time to time in respect of the accounts or any contract or transaction entered into by the Bank in connection with the accounts;
 - (b) all costs, charges and expenses incurred in connection with the accounts, including without limitation, the amount of any deficit balance that may result from transactions executed by the Bank or any of its Affiliates for the accounts, the interest and service charges on any such deficit balance at the rates customarily charged by the Bank, together with any costs, charges and expenses incurred by the Bank or any of its Affiliates, including legal costs (on a full indemnity basis) in collecting any such deficit, and all taxes, imposts, levies, fees, fines, penalties, duties (including stamp duties) or any other charges whatsoever imposed in connection with the accounts or any contract and transaction entered into by the Bank or any of its Affiliates in connection with the accounts;
 - (c) all taxes, duties, imposts, levies, charges or obligations whatsoever charged or falling due in connection with the deposit and holding of any moneys, securities, properties or collateral under these General Terms; and
 - (d) all expenses (including but not limited to long distance telephone, cable, fax and courier charges and costs of delivery of securities or custodian charges) incurred by the Bank or any of its Affiliates in the performance of the Services under these General Terms.
- 27.2 The Bank reserves the right, exercisable at its sole and absolute discretion, from time to time to vary the brokerage, commissions, charges, fees, costs, expenses and sums payable by the Customer under these General Terms, such variation to be notified to the Customer as soon as practicable thereafter.

28. INDEMNITY

- 28.1 The Bank shall not be liable for any loss incurred by the Customer (whether as a result of computer breakdown, forgery of an Authorised Person's signature, material alteration of withdrawal requests or other reason of any kind whatsoever) through no fault of the Bank or as a result of circumstances beyond the Bank's control.
- 28.2 Any action which the Bank or any of its Affiliates may take or omit to take in connection with the accounts or pursuant to these General Terms shall be solely for the account and risk of the Customer. Neither the Bank nor any of its Affiliates, or any officer, director, agent, servant or employee thereof shall be liable for any losses, damages, claims, costs, expenses, charges or proceedings whatsoever or howsoever arising or for any diminution in the value or loss or damage to any property held in or security under the accounts or otherwise in connection with the accounts or these General Terms or for the acts of any broker, custodian, nominee, agent or correspondent appointed by the Bank in good faith, save for wilful misconduct, fraud or negligence on its part or the part of any of its directors, officers, employees or agents. The Bank, its Affiliates and every director, officer, agent, servant or employee thereof shall be entitled to every exemption from liability, every defence and every indemnity to which the Bank is entitled and for the purposes of these General Terms, the Bank is or shall be deemed to be acting as agent on behalf of and for the benefit of such entities or persons.
- 28.3 The Customer irrevocably and unconditionally agrees to indemnify and keep indemnified and hold harmless the Bank, its Affiliates and their respective directors, officers, employees, agents and representatives fully and completely at all times from and against any and all losses, damages, claims, costs, expenses, charges, proceedings and all other liabilities whatsoever including legal costs (on a full indemnity basis) which the Bank, its Affiliates and their respective directors, officers, employees, agents and representatives may suffer, incur or sustain in connection with the accounts or arising out of anything lawfully done by them when acting within the terms of these General Terms or as a consequence of any failure by the Customer to perform or observe any of the Customer's obligations under these General Terms or in connection with any contract or transaction relating to the accounts, orders or the execution of orders of the Customer or any act or omission on the part of the Customer, which losses shall include without limitation deficit balances and unrealised losses in the accounts.
- 28.4 The Customer acknowledges that the Bank, its Affiliates and their respective directors, officers, employees, agents and representatives shall be under no liability whatsoever to the Customer in the event of any of them complying with the instructions of the Customer or those of its Authorised Persons, agents or representatives or in the event of any of them exercising or failing to exercise any discretion, power or authority conferred upon the Bank under these General Terms. The Bank shall be entitled to assume that all trading instructions have not been revoked until such time as its relevant director, officer, employee, Agent or representative (as deemed by it) shall have received any contrary instructions, the Customer acknowledging that subsequent instructions to the Bank's directors, officers, employees, Agents or representatives may not be sufficient to effectively revoke an earlier instruction given to another of its directors, officers, employees, Agents or representatives or to the relevant director, officer, employee, agent or representative implementing such earlier instruction. The Customer also acknowledges that in certain situations, the Customer may be physically unable to communicate any instruction

to the Bank and that the Bank, its Affiliates and their respective directors, officers, employees, agents and representatives shall be under no liability whatsoever to the Customer in such event.

- 28.5 The Bank shall have the sole discretion to select such agents, brokers, correspondents or other persons to execute or carry out the orders and transactions of the Customer and the Bank, its Affiliates and their respective directors, officers, employees, agents and representatives shall not be responsible for any loss whatsoever caused by any error, failure to execute orders, negligence or misconduct of any such persons so selected by the Bank.

29. EQUIPMENT OR SERVICE FAILURE

- 29.1 Subject to Clause 29.3, the Bank shall not be liable to the Customer, nor shall the Customer have any claim against the Bank, whether in tort or contract, for any damages, loss or expense including without limitation, direct, indirect, special or consequential damage, or economic loss, arising directly or indirectly from or in connection with:

- (a) any delay, failure or inability by the Bank in fulfilling any of its obligations owed to the Customer or any interruption in any of the services or facilities that may or is to be provided by the Bank to the Customer by reason of necessary repair or maintenance of any installations or apparatus (whether of the Bank or otherwise) or by reason of mechanical, electrical, electronic, microprocessor, software or other defect, malfunction, failure, breakdown or problem (whether of the Bank or otherwise);
- (b) any computer hardware or software, firmware, BIOS, data, electronic, electrical, mechanical or other failure, or any error, omission, interruption, or delay in operations or service (whether of the Bank or otherwise) at any time; or
- (c) any change of dates,

even if the Bank or its Agents or employees are or have been advised of the possibility of such damages, losses and/or expenses, and the Bank makes no representation or warranty that services and operations of the Bank will continue to be provided without error or interruption at any time, and any implied warranties to that effect are hereby excluded.

- 29.2 The Bank further disclaims all representations, conditions or warranties that any electrical, mechanical or electronic equipment or system used in connection with its operations or services, whether owned or operated by the Bank or otherwise, including any computer or any equipment or system containing embedded microprocessors, is designed to be used or operated at any time, or that such equipment or system will operate at all times without error relating to date data, and subject to Clause 29.3 the Bank shall not be liable, whether in tort or contract, for any damages, loss or expense including without limitation, direct, indirect special or consequential damage, or economic loss, arising directly or indirectly from or in connection with such equipment or system not being able to be so used or operated.

- 29.3 The Bank's liability (if any) for any failure, error, omission, interruption, or delay in the Bank's operations or services at any time, arising solely from any failure of the Bank's internal computers, shall be limited to the refund of fees or charges (but excluding any interest accrued on any banking facilities from the Bank) received by the Bank in respect of such operations or services.

- 29.4 The provisions of this Clause 29 shall apply notwithstanding any other provision herein and in the event of any conflict between the provisions of this Clause 29 and any other provision herein, the provisions of this Clause 29 shall prevail.

30. SEVERABILITY

The invalidity, illegality or unenforceability of any provision herein under any law or regulation shall not in any way affect or impair the validity, legality or enforceability of the remaining provisions hereof. Any provision if prohibited by any law or regulation or unenforceable under any law or regulation shall to the extent permitted by such law or regulation be severed herefrom and rendered ineffective so far as is possible without modifying the remaining provisions herein.

31. RATIFICATION

The Customer undertakes to ratify and confirm all and whatever acts the Bank, its Affiliates and their respective directors, officers, employees, agents and representatives shall do or cause to be done in connection with these General Terms on behalf of the Customer.

32. OWN ACCOUNT

The Customer shall, in respect of any Transaction under these General Terms, be deemed to be acting on its own account and in its capacity notwithstanding the beneficial interest of any person in any Transaction whether or not disclosed to the Bank and the Customer shall not be recognised by the Bank as acting as agent for others. No course of dealings or agreement between any person or persons shall lead to a contrary presumption.

33. NO THIRD PARTY RIGHTS

Unless provided otherwise herein, a person who is not a party to these General Terms or any Transaction shall have no rights to enforce any term of these General Terms or any Transaction. The Bank and its Affiliates and any employee, director, officer or agent of the Bank and its Affiliates may enforce and rely on any term of these General Terms conferring a benefit on it to the same extent as if it were a party to these General Terms. Consent of these parties is not required for any variation, rescission or termination of these General Terms.

34. APPLICABLE LAW AND JURISDICTION

- 34.1 The courts of Singapore have exclusive jurisdiction to settle any dispute arising out of or in connection with these General Terms (including a dispute regarding the non-contractual obligations arising from or in connection with these General Terms and the existence, validity or termination of these General Terms). The Customer irrevocably agrees that the Bank shall however have the right to commence proceedings relating to any dispute arising out of or in connection with these General Terms in any other courts with jurisdiction.

34.2 Notwithstanding the foregoing, the Customer irrevocably agrees that a dispute arising out of or in connection with these General Terms may, at the absolute discretion and election of the Bank, be referred to and finally resolved by arbitration in Singapore in accordance with the Arbitration Rules of the Singapore International Arbitration Centre for the time being in force, which rules are deemed to be incorporated by reference in this Clause 34.2. The tribunal shall consist of one (1) arbitrator. The language of the arbitration shall be English.

35. ENTIRE AGREEMENT

These General Terms (including the Schedules and Appendices below) constitutes the entire agreement between the parties, and supersedes and extinguishes all terms and conditions contained in all previous drafts, agreements, arrangements and understandings between them, whether written or oral, relating to any account established and maintained by the Customer with the Bank. Where the Customer has more than one account with the Bank, these General Terms (including the Schedules and Appendices below) shall constitute a single contract between the Customer and the Bank governing all of those accounts. Notwithstanding the foregoing, these General Terms (including the Schedules and the Appendices below) shall not apply to any high yield demand deposit accounts established and maintained between the Customer and the Bank.

36. INTERPRETATION

In these General Terms, unless the context requires otherwise:

- (a) a reference to any "account" is a reference to each account (including, without limitation, overdrafts) now or hereafter opened in the name of the Customer;
- (b) a reference to "Affiliate" means the head office, any subsidiaries, related corporations, parent companies, offices, branch offices, representative offices, associated companies of the Bank and includes their respective successors and assigns (and the respective branch offices and representative offices of each of such subsidiaries, related corporations, associated companies or affiliates of the Bank) whether in Singapore or elsewhere;
- (c) a reference to "Agent" means an agent, broker, dealer, counterparty, advisor, banker, attorney, custodian, sub-custodian, depository, manager, service provider or nominee selected or used by the Bank;
- (d) "Authorised Person" means any of the person(s) appointed by the Customer, pursuant to a written power of attorney, board resolution or other authorisation document as may be acceptable to the Bank in its absolute discretion, to give instructions on the Customer's behalf regarding any account of the Customer;
- (e) "Business Day" means any day on which commercial banks in Singapore and (if applicable) the country of the currency of the fixed deposit are opened for business, other than Saturdays, Sundays, public holidays and bank holidays and, in the context of instructions and transactions, a day when banks and relevant financial markets and institutions are open for business in the jurisdiction concerned;
- (f) reference to a numbered "Clause" is a reference to the correspondingly numbered clause of these General Terms;
- (g) "Controlling Person" means individuals who exercise control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control) or as may be defined from time to time under FATCA or CRS, as the case may be;
- (h) a reference to "Customer" means the person in whose name an account with the Bank is opened or maintained and where the account is opened in the name of more than one person (each an "account holder" and their successors and assigns), the expression "the Customer" refers collectively to all the account holders of such account, and any reference to any liability or obligation of the Customer under these General Terms shall be construed to mean the joint and several liability or obligation of all such account holders in the relevant respect;
- (i) "Connected Person" means a person or entity whose information (including Customer Information) is provided by, or on behalf of, the Customer to the Bank or any of its Affiliates, Agents, directors, officers or employees or otherwise received by the Bank or any of its Affiliates, Agents, directors, officers or employees in connection with the provision of the agreements, documents, or transactions entered into by the Customer and/or any guarantor or provider of security in relation to these General Terms and/or any other relevant agreements which the Customer and/or any guarantor or provider of security may enter into with the Bank. In relation to the Customer, a Connected Person includes, but is not limited to, end clients and/or end beneficiaries, any guarantor or provider of security, a director, officer or agent of a company, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, director, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Customer, or any other persons or entities having a relationship with the Customer that is relevant to its banking relationship with the Bank or any of its Affiliates;
- (j) "CRS" means the OECD Common Reporting Standard for the Automatic Exchange of Financial Account Information in Tax Matters;
- (k) "FATCA" means the Foreign Account Tax Compliance Act;
- (l) "Instrument" means any cheque, bill of exchange, draft, promissory note and any order, direction or instrument for transfer or payment of a sum;
- (m) "Japanese Yen" means Japanese yen, which is the lawful currency of Japan;
- (n) "person" includes any corporation, firm, partnership, society, association, trade union, institution, business concern, statutory body or agency or government authority, whether established under the laws of Singapore or any other jurisdiction;

- (o) "Services" means any products, services and facilities offered, granted or made available by the Bank to the Customer from time to time (as may be withdrawn, added to or modified by the Bank in its discretion);
- (p) "SGD" or "Singapore Dollars" means Singapore dollars, which is the lawful currency of the Republic of Singapore;
- (q) "Substantial Owner" means any individual entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly;
- (r) "Tax Information" means documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of a Customer (regardless of whether that Customer is an individual or a business, non-profit or other corporate entity) and any Connected Person, that the Bank or any Affiliate considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any of the Bank and its Affiliates' obligations to any domestic or foreign tax, revenue, fiscal or monetary authority or agency. "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, any forms or other documentation as may be issued or required by a domestic or foreign tax, revenue, fiscal or monetary authority or agency or by the Bank from time to time to confirm the tax status of an account holder or the Connected Person of an entity, and certain personal information (including name(s), residential address(es), age, date of birth, place of birth, nationality and citizenship);
- (s) "Transaction" means any transaction, transmission and/or remittance effected by the Bank with the Customer or on behalf of the Customer, including any transaction, transmission and/or remittance pursuant to or as a result of an instruction or request given or purportedly given by the Customer or the Customer's Authorised Person by such means as the Bank may allow and any transaction, transmission and/or remittance effected by the Bank in relation to an account;
- (t) "US\$" or "United States Dollars" means United States dollars, which is the lawful currency of the United States of America; and
- (u) words denoting the singular number only shall include the plural and vice versa and words denoting any gender (including the neuter gender) shall include any other gender.

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SCHEDULE

SPECIFIC TERMS RELATING TO CHEQUE TRUNCATION SERVICE

- 1.1 Without prejudice to Clause 2 of these General Terms, the following specific terms relating to cheque truncation service ("Specific Terms") shall apply to all articles, documents, cheques and/or other instruments and items, including but not limited to image return documents ("IRD") (collectively referred to as "Articles") processed through the Cheque Truncation System ("CTS") operated in accordance with bye-laws made by the Singapore Clearing House Association ("SCHA") subject to the cheque truncation provisions of the Bills of Exchange Act 1882 of Singapore (the "BEA") and/or any regulations made thereunder and all non clearing items captured or generated pursuant to CTS.
- 1.2 The Bank's rights, practices and/or liabilities are subject to the relevant bye-laws and/or regulations of the SCHA, the Association of Banks in Singapore and any agreement between the Bank and the relevant CTS operator, and the Bank shall not be liable to the Customer for any act done or omitted to be done pursuant to the aforesaid bye-laws, and/or regulations and/or agreement.
- 1.3 Any reference in these Specific Terms to an Article shall, where the context requires, include: (a) SGD and US\$ instruments, or any instruments denominated in any other currency acceptable for clearing under the SCHA's CTS bye-laws as may be amended from time to time; (b) non-transferable, undorsed and/or irregularly indorsed cheques as defined under the BEA; and (c) a reference to an IRD.
- 1.4 The Bank may in its absolute discretion (without incurring any liability therefor) determine whether to process through the CTS and/or any other clearing and/or settlement system as the Bank thinks fit any Article presented by the Customer for collection.
- 1.5 Where the Bank is the presenting banker and any Article as aforesaid is dishonoured by reason of non-payment or otherwise in circumstances where the Bank might otherwise be obliged to return to the Customer the original of any such Article, the Bank is not obliged to return to the Customer any such original and it shall be sufficient that the Bank (subject to such conditions as the Bank may impose) issue to the Customer the IRD relating thereto. Provided Always That the Bank may (acting at the Bank's discretion and subject to such conditions as the Bank may impose) nevertheless return the aforesaid original in lieu of an IRD.
- 1.6 Where the Bank has paid on any Article as aforesaid drawn or purportedly drawn by the Customer (and/or on the image and relevant electronic payment information in respect thereto):
- (a) The Bank is not obliged to return to the Customer the original of any such Article and it shall be sufficient (when so requested by the Customer and subject to such conditions as the Bank may impose and/or the relevant bye-laws and/or regulations of the SCHA) that the Bank issues to the Customer the IRD of such Article or a printed copy thereof;
 - (b) the Bank consents to the retention and storage of the aforesaid original by the relevant presenting banker and/or the designated agent of such presenting banker and to the destruction of the aforesaid original upon the expiry of the period of time specified under the relevant bye-laws and/or regulations of the SCHA; and
 - (c) the Customer consents to the retention and storage of the electronic data and/or image in respect of the aforesaid original arising from the CTS process in accordance with (and, unless the Bank otherwise determine acting in the Bank's discretion and subject to such conditions as the Bank may impose, only for so long as the retention period specified in or pursuant to) the relevant bye-laws and/or regulations of the SCHA and to the destruction of the aforesaid electronic data and/or image upon the expiry of the retention period so specified without the Bank retaining a copy in any form or medium;
- Provided Always That the Bank may (acting at the Bank's discretion and subject to such conditions as the Bank may impose and/or the relevant bye-laws and/or regulations of the SCHA) nevertheless return the aforesaid original in lieu of the relevant electronic image or a printed or electronic copy thereof.
- 1.7 Where the Bank credits any account of the Customer with the amount of any Article presented to the Bank for collection:
- (a) the Customer shall not be entitled to withdraw or transfer the amount so credited and the amount so credited shall not constitute the available balance on the account before the Bank receives full payment of the amount of the Article unless the Bank otherwise permits or agrees; and
 - (b) the Bank shall be entitled to debit the account with the amount so credited in any of the following events regardless of whether the amount so credited has become part of the available balance on the account in the event that:
 - (i) the Article is dishonoured for any reason; or
 - (ii) the Bank is required by or liable under the CTS bye-laws or any agreements or any law or regulation to refund or make any payment to any person in respect of the amount paid and collected by the Bank on the Article.
- 1.8 The Bank shall be entitled as paying bank:
- (a) to honour and make payment on any Article issued by the Customer ("Customer Article") and presented in accordance with the CTS bye-laws or any agreement, or which the Bank is obliged to honour or make payment in respect of the Customer Article in accordance with the BEA; and
 - (b) to debit any account of the Customer with the Bank the amount paid by the Bank on the Customer Article or to require the Customer to reimburse the Bank the amount so paid by the Bank, in which event the Customer shall immediately reimburse the Bank the amount so paid by the Bank.
- 1.9 The Bank shall not be obliged:

- (a) to require the delivery to the Bank of any Customer Article presented for CTS clearing and/or settlement before or after the Bank honours or makes payment on it; and
 - (b) to return to the Customer any Customer Article presented for CTS clearing and/or settlement which the Bank had honoured or on which the Bank had made payment.
- 1.10 Where the Customer requests for the return of any such Customer Article on which the Bank has made payment, the Bank may (but shall not be obliged to) request the presenting bank to retrieve the Customer Article and the Customer shall pay the Bank the fee prescribed by the Bank for making the request and shall reimburse the Bank all fees and expenses.
- 1.11 The Bank shall not be liable to the Customer (or any third party claiming through the Customer) for any loss or damage (including but not limited to consequential loss or damage) suffered, howsoever caused, arising from the CTS clearing and/or settlement including but not limited to the acts or omissions of any person or entity and/or any error caused by machine or hardware malfunctions or manufacturer's operating software defects unless it is caused solely and exclusively by the negligence or fraudulent or dishonest act of the Bank or its officers or employees.
- 1.12 The Bank is entitled to disregard the presence or absence of any company or personal stamp(s), seal(s) and/or similar marking(s) on:
- (a) any Article drawn or purportedly drawn by the Customer; or
 - (b) the image and/or relevant electronic payment information in respect of any such Article as aforesaid;
- even though the Customer may have issued the Bank contrary instructions, or the mandate for the account may contain contrary instructions.

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SCHEDULE

SPECIFIC TERMS RELATING TO OUTWARD REMITTANCE

- 1.1 The Bank and/or its correspondent banks and/or its agent banks shall in their sole and absolute discretion determine:
- (a) the office(s) of the Bank and/or its correspondent banks and/or its agent banks to be employed in executing the remittance(s); and
 - (b) the route of the remittance(s).
- 1.2 The Bank shall not be liable to the Customer and/or any other party for:
- (a) any loss and/or damage caused by the delayed or non-transmissions of telexes, SWIFT messages or messages through other means of transmission, or any mutilations, interruptions, errors and/or omissions in the text of telexes, SWIFT messages or messages through other means of transmission;
 - (b) any loss and/or damage arising out of any act or failure to act on the part of its correspondent bank(s) and/or its agent bank(s);
 - (c) any loss and/or damage in connection with the relationship between the Customer and the beneficiary or a third party, or between the beneficiary and a third party;
 - (d) any loss and/or damage attributable to any law, regulation or restriction imposed in Singapore or any foreign country; and/or
 - (e) any loss and/or damage arising from taxes or depreciation, force majeure, war, strikes, sabotage, computer breakdown or any causes beyond the control of the Bank,
- save where such loss and/or damage is a direct consequence of the gross negligence or willful misconduct of any of the Bank's employees or agents.
- 1.3 Upon the actual receipt by the Bank from any of its correspondent banks and/or its agent banks of a notice confirming a refund to the Customer together with the funds to be refunded, the Bank shall compute the amount of the refund using the Bank's prevailing buying rate on the date of the refund (where applicable), and after deducting all charges and expenses incurred by the Bank and/or its correspondent banks and/or its agent banks in connection with the remittance and the refund, shall refund the net sum to the Customer. Any refund shall be made subject to the laws and regulations of Singapore and of the relevant foreign country.
- 1.4 In the event of any subsequent demand(s) made on the Bank by its correspondent banks and/or its agent banks for the payment of expenses incurred in connection with any remittance(s), the Customer shall be liable for all expenses, and shall promptly pay the same upon demand by the Bank. The Customer further agrees that where the Bank makes payment of any such expenses to its correspondent banks and/or its agent banks on behalf of the Customer, the Customer shall indemnify the Bank in full in respect of all such payment(s).
- 1.5 In the event that any restriction or control on the trading in or the convertibility or remittance of the currency of any remittance requested by the Customer is imposed or introduced in the country in which such currency is issued or elsewhere, the Bank shall be entitled at any time, at the Bank's sole discretion and without requiring the Customer's consent, to convert such remittance into a currency selected by the Bank at its sole discretion (at such rate and in such amount as the Bank may determine). The Customer hereby agrees that the transmission or refund of such remittance in the converted currency shall be a full discharge of the Bank's obligations. The Customer agrees to indemnify the Bank against all expenses incurred, and to pay all charges imposed by the Bank in connection with such conversion.
- 1.6 In the event any foreign exchange of currencies for the processing of the remittance requested for by the Customer is required, including but not limited to the determination of the rates of the currencies involved and/or the conversion of currency of the funds to be used for the remittance to another currency, the Bank shall be entitled at any time, at its sole discretion and without requiring the Customer's consent, to determine such rates of the currencies involved and/or do such conversion of currency at such rate and for such amount as the Bank may determine.
- 1.7 The Customer hereby authorizes the Bank to accept, rely and act upon all instruction(s), notice(s) or other communication(s) given by telex, facsimile transmissions or other electronic means by the Customer and/or any person(s) authorized by the Customer to give instructions on behalf of the Customer (hereinafter referred to as the "Authorised Party").
- 1.8 The Bank shall be entitled to act on any instruction(s) from, or purporting to be from, the Customer and/or any Authorised Party immediately upon receipt of the same without having to obtain further confirmation or verification from the Customer or any other party. Any instruction received by the Bank may not be cancelled, withdrawn or amended without the consent of the Bank, which will not be unreasonably withheld.
- 1.9 The Customer agrees that the Bank may at any time in its sole discretion refuse to process any instruction(s), without assigning any reason, from, or purporting to be from, the Customer and/or any Authorised Party without being liable to the Customer in any way whatsoever.
- 1.10 The Customer shall on demand by the Bank fully indemnify the Bank from and against all actions, proceedings, claims, demands, damages, losses, costs and/or expenses which the Bank may suffer, incur or sustain in respect of or by reason of or on account of the Bank acting in accordance with the Customer's request herein, including but not limited to:
- (a) where the Bank acts on instructions from, or purporting to be from, the Customer or any Authorised Party, and it is subsequently discovered that the instructions are fraudulent or unauthorized or negligently made or are otherwise invalid for any reason whatsoever; and/or
 - (b) where there are errors and/or ambiguities arising in the transmission of instructions by the Customer or any Authorised Party, save that the

Customer shall not be liable for damages, losses, costs and/or expenses arising as a direct consequence of the gross negligence or willful default of the Bank's employees or agents.

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ACKNOWLEDGEMENT

To: Mizuho Bank, Ltd.
(the "Bank")

We, being referred to above as the Customer, hereby acknowledge and confirm that:

- (a) we have read and understood the General Terms relating to Current and Deposit Accounts For Corporate Customers (Ref. GTCCDA/20250328) (hereinafter referred to as the "General Terms") (including the specific terms relating to cheque truncation service and outward remittance set out in the Schedules thereto). We further confirm that the General Terms have been approved and we hereby unconditionally agree to and accept the General Terms;
- (b) we understand and accept the cautions appearing in Clause 2.6 (withdrawal of a Customer's Fixed Deposit prior to maturity) and Clause 8 (Foreign Currency Deposits) of the General Terms, and the ABC, AML, CFT and Sanctions Appendix (*reference no.: ABCAMLCFTSanctionsAppendix/20250328*) (attached hereto) and authorise the Bank in terms of the Disclosure Appendix (*reference no.: DisclosureAppendix/20241111*) (attached hereto);
- (c) we have received, read and understood the Bank's Data Protection Policy (attached hereto and as set out on the Bank's website <https://www.mizuhogroup.com/asia-pacific/singapore/about/compliance/personal>) and shall procure all necessary consents for the collection, use or disclosure of personal data by the Bank for the purposes as set out in the Data Protection Policy; and
- (d) the General Terms shall be binding upon us notwithstanding that the General Terms may vary or be supplemented from time to time at your discretion, and any ancillary documentation executed pursuant thereto form our agreement with the Bank and set out the General Terms (and shall be construed as such) on which any accounts and/or services and facilities thereunder are provided by the Bank.

Signed by the Customer:

Authorised Person

Name:

Designation:

Customer's Name and stamp (if any):

Date:

ABC, AML, CFT and Sanctions Appendix

This ABC, AML, CFT and Sanctions Appendix applies to all credit, swaps, derivatives and other banking facilities granted and/or to be granted by **Mizuho Bank, Ltd., Singapore Branch** (and any of its successor and/or assigns) (collectively, the **"Bank"**) to any Customer from time to time, all accounts that any Customer have opened and/or will open with the Bank from time to time, and all other products and services (including, without limitation, remittance and payment services, electronic services, cash management services and trade related services) that the Bank have and/or will provide to any Customer from time to time (collectively, the **"Products and/or Services"**). **"Customer"** means any person or entity to whom the Bank provides any Products and/or Services.

By entering into any agreement(s) with the Bank, and/or applying for, using and/or continuing to use any Products and/or Services, you agree and consent to the terms in this ABC, AML, CFT and Sanctions Appendix.

A. BANK'S GENERAL RIGHT TO ACT

1. The Bank and its Affiliates are required to act in accordance with the laws, regulations, notices and directions of the Authorities which relate to the prevention of bribery and corruption, money laundering, terrorist financing and the provision of financial and other services to any persons or entities which may be subject to sanctions (collectively, the "Restrictions"). The Bank and its Affiliates may take any action in accordance with or by reference to all such Restrictions.
2. In order to comply with the Restrictions, regulations and policies (including the Bank's policies), reporting requirements under financial transactions legislation and requests of authorities, the Bank may:
 - (a) not be able to process, enter or conclude transactions in connection with any Products and/or Services involving certain countries, persons or entities;
 - (b) not be able to proceed with its obligations under the Agreements;
 - (c) immediately and without notice and without liability, cancel and/or terminate any of the Products and/or Services (including any facilities and/or advances granted thereunder);
 - (d) make disclosures of information in relation to a Transaction, business relationship or tax status for Tax Information purposes;
 - (e) report suspicious transactions to any of the Authorities. Transactions impacted include those that may:
 - (i) involve the provision of finance to any person involved or suspected of involvement in terrorism or any terrorist act;
 - (ii) be relevant to investigation of an actual or attempted evasion of tax law, investigation of or prosecution of a person for an offence against any applicable law; or
 - (iii) involve persons or entities which may be the subject of sanctions; and
 - (f) promptly seize, freeze and/or facilitate the confiscation of illicit funds as may be determined by investigations conducted by law enforcement agencies, and promptly facilitate maximum recovery of assets for forfeiture and restitution to victims.

The Customer hereby irrevocably consents to the Bank taking all such actions in connection with the aforementioned and agrees to provide such additional information and/or documents, including "know your customer" and customer due diligence information and documents (collectively, the "Information") in connection with any transaction in connection with any Products and/or Services from time to time. The Customer understands that the failure to provide the Information may result in delays or the Bank declining to proceed with the relevant transaction without any liability on the part of the Bank.

3. Any director, officer, employee or agent of the Bank may intercept and investigate any payment messages and other information or communications sent to or by the Customer or on the Customer's behalf and may delay, block or refuse to make any payment and such payment screening may cause a delay in processing certain information.
4. The Bank shall not be liable for any losses, liabilities, penalties, costs, expenses or reputational damage arising out of any action taken (including but not limited to any disclosure of information in relation to particular Transactions or business relations) or any delay or failure by any director, officer, employee or Agent of the Bank, in performing any of its duties or other obligations, caused in whole or in part by any steps taken as set out above. The Customer agrees to indemnify the Bank against any losses, liabilities, penalties, costs, expenses or reputational damage that the Bank may incur.

B. ANTI-SOCIAL GROUP, RELATIONSHIP AND CONDUCT

5. The Customer represents, warrants and undertakes on an ongoing basis that neither the Customer nor any of the Customer's Authorised Persons is an organized crime group ("bouryokudan"), a member of a bouryokudan, a former member of a bouryokudan who has severed his or her ties with the bouryokudan within the last five (5) years, a sub-member of a bouryokudan, a corporation related to a bouryokudan, a racketeer attempting to extort money from a company by threatening to cause trouble at the general stockholders' meeting ("soukaiya") or advocating social causes ("shakai undou nado hyoubou goro"), or a special intelligence organized crime group ("tokushu chinou bouryoku shudan"), etc., or any person or entity equivalent to the abovementioned persons and entities in any jurisdiction whatsoever (hereinafter, collectively "Criminal Organisation"), and further declares that none of the following items currently applies or will apply in the future to either the Customer or any of the Customer's Authorised Persons:
 - (a) have relations with a Criminal Organisation who is deemed to have control over the Customer or any of the Customer's Authorised Persons;
 - (b) have relations with any person or entity who is deemed to be using a Criminal Organisation for the purpose of benefiting the Customer, any of the Customer's Authorised Persons, or a third party, or to inflict damage on a third party;
 - (c) provide funds or other financial assistance to a Criminal Organisation or have relations which are deemed to be providing some kind of benefit to a Criminal Organisation; and/or
 - (d) be a company director or other person substantively involved in the management of a company having relations with a Criminal Organisation who is engaged in anti-social conduct.
6. The Customer represents, warrants and undertakes on an ongoing basis that the Customer and all of the Customer's Authorised Persons do not conduct, either in person or by engaging a third party, any of the following:
 - (a) claims made with forceful behaviour and acts of violence;
 - (b) unjust claims exceeding legal responsibilities;
 - (c) use of threatening action or statements, or violent acts and behaviour in connection with any transaction between the parties hereto;
 - (d) acts and behaviour which may damage the credit or obstruct the business of the Bank by spreading false rumours or the use of fraudulent means or by force; and/or
 - (e) other acts and behaviour equivalent to the above howsoever described.

C. SANCTIONS

7. The Customer represents, warrants and undertakes on an ongoing basis that:
 - (a) neither the Customer, nor any of the Customer's Affiliates, nor any of their Authorised Persons:
 - (i) is a Sanctions Restricted Person;
 - (ii) is in violation of any Sanctions or engaged in any Sanctionable Activity; or
 - (iii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against any of them with respect to Sanctions by any Sanctions Authority;
 - (b) every Transaction in connection with any Products and/or Services or the Agreements is not with, or for the benefit of, and does not facilitate the entering into or participation in any transaction or business relationship, with or for the benefit of, whether directly or indirectly, any Sanctioned Territory or Sanctions Restricted Person, and without prejudice to the generality of the foregoing, every Transaction in connection with any Products and/or Services or the Agreements does not involve any cargo which originates from, passes through, or is exported from or is destined for any Sanctioned Territory and does not involve any vessel registered in any Sanctioned Territory; and
 - (c) in respect of any facilities and/or advances granted under any of the Products and/or Service:
 - (i) the Customer shall not (and shall procure that none of its Affiliates shall) use the proceeds thereof for the purposes of financing or otherwise making available, directly or indirectly, to any Sanctions Restricted Person or for any Sanctionable Activity;

- (ii) the Customer shall not use any funds identified as derived from any activity or dealing with any Sanctions Restricted Person or any Sanctionable Activity for the purpose of discharging amounts owing to the Bank in respect of any such facilities and/or advances; and
- (iii) the Customer shall immediately notify the Bank if it is informed or it becomes aware of any transaction in connection with the proceeds of such facilities and/or advances that may cause the Bank to, whether directly or indirectly, breach Sanctions.

D. ANTI-BRIBERY AND CORRUPTION, ANTI-MONEY LAUNDERING AND COUNTERING THE FINANCING OF TERRORISM

8. The Customer represents, warrants and undertakes on an ongoing basis that:

- (a) neither the Customer, nor any of the Customer's Affiliates, nor any of their Authorised Persons:
 - (i) is affiliated in any way to a criminal or terrorist organisation in any jurisdiction, or provides funds or financial assistance to any criminal or terrorist organisation in any jurisdiction;
 - (ii) has committed or engaged in any bribery or corruption, money laundering or the financing of terrorism, or acted in breach of any applicable laws, regulations, notices and/or directions relating to bribery or corruption, money laundering or the financing of terrorism (including such laws, regulations, notices and/or directions of the Authorities); or
 - (iii) has received notice of or is aware of any claim, action, suit, proceeding or investigation against any of them with respect to any bribery or corruption, money laundering or the financing of terrorism;
- (b) every Transaction in connection with any Products and/or Services or the Agreements is not with, or for the benefit of, and does not facilitate the entering into or participation in any transaction or business relationship, with or for the benefit of, whether directly or indirectly, any criminal or terrorist organisation or any activity in connection with bribery or corruption, money laundering or the financing of terrorism; and
- (c) in respect of any facilities and/or advances granted under any of the Products and/or Service:
 - (i) the Customer shall not (and shall procure that none of its Affiliates shall) use the proceeds thereof for the purposes of financing or otherwise making available, directly or indirectly, to any criminal or terrorist organisation or for any activity in connection with bribery or corruption, money laundering or the financing of terrorism;
 - (ii) the Customer shall not use any funds identified as derived from any activity or dealing with any criminal or terrorist organisation, or any activity in connection with bribery or corruption, money laundering or the financing of terrorism, for the purpose of discharging amounts owing to the Bank in respect of any such facilities and/or advances; and
 - (iii) the Customer shall immediately notify the Bank if it is informed or it becomes aware of any transaction in connection with the proceeds of such facilities and/or advances that may cause the Bank to, whether directly or indirectly, breach any applicable laws, regulations, notices and/or directions relating to bribery or corruption, money laundering or financing of terrorism (including such laws, regulations, notices and/or directions of the Authorities).

E. CONSEQUENCE OF BREACH

9. Without prejudice to the Bank's general right to act under Section A (Bank's General Right to Act) above, if the Bank is of the reasonable view that it is likely:

- (a) the Customer or any of the Customer's Authorised Persons falls within any of the items prescribed in Clause 5 above, or engages in any conduct prescribed in Clause 6 above; or
- (b) there is any breach, or false or misleading statement, in respect of any representation, warranty or undertaking under Clause 5, Clause 6, Clause 7 or Clause 8 above,

the Bank may, at its discretion, immediately and without notice and without liability, cancel and/or terminate any of the Products and/or Services provided pursuant to the Agreements, and all payment obligations (whether actual, contingent or otherwise) shall, upon the Bank's demand, immediately become due and payable, and the Company shall pay such obligations forthwith. The Customer agrees to indemnify the Bank against any losses, liabilities, penalties, costs, expenses or reputational damage that the Bank may incur as a result of any breach, or false or misleading statement, in respect of any representation, warranty or undertaking under Clause 5, Clause 6, Clause 7 or Clause 8 above.

10. In the event that Clause 9 above is applicable and the Customer or any of the Customer's Authorised Persons incurs any resulting losses, neither the Customer nor any of the Customer's Authorised Persons may seek compensation for such losses from the Bank. Furthermore, in the event that the Bank incurs losses as a result of the applicability of Clause 9 above, the Customer and the Customer's Authorised Persons shall be liable for such losses.
11. The Agreements shall at the Bank's discretion become null and void when payment of the obligations is completed in accordance with the prescriptions set forth in Clause 9 above.

F. DEFINITIONS

In this ABC, AML, CFT and Sanctions Appendix,

"Affiliate" means, in relation to an entity, the head office, any subsidiaries, related corporations, parent companies, offices, branch offices, representative offices, associated companies of that entity and includes their respective successors and assigns (and the respective branch offices and representative offices of each of such subsidiaries, related corporations, associated companies or affiliates of that entity) whether in Singapore or elsewhere.

"Agent" an agent, broker, dealer, counterparty, advisor, banker, attorney, custodian, sub-custodian, depository, manager, service provider or nominee selected or used by the Bank.

"Agreement" means any agreement or document executed or deemed executed by the Customer in connection with the Products and/or Services.

"Authorities" means public, governmental and regulatory authorities in the United States of America, Singapore, Japan and/or such other applicable jurisdiction.

"Authorised Person" means any of the person(s) appointed by the Customer, pursuant to a written power of attorney, board resolution or other authorisation document as may be acceptable to the Bank in its absolute discretion, to give instructions on the Customer's behalf regarding any Products and/or Services provided by the Bank to the Customer.

"Bank" has the meaning given to the term above.

"Connected Person" means a person or entity whose information is provided by, or on behalf of, the Customer to the Bank or any of its Affiliates, Agents, directors, officers or employees or otherwise received by the Bank or any of its Affiliates, Agents, directors, officers or employees in connection with the provision of the agreements, documents, or transactions entered into by the Customer and/or a Security Party in relation the Products and/or Services. In relation to the Customer, a Connected Person includes, but is not limited to, end clients and/or end beneficiaries, a Security Party, a director, officer or agent of a Customer, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, director, trustee, settler or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Customer, or any other persons or entities having a relationship to the Customer that is relevant to its banking relationship with the Bank or any of its Affiliates.

"Controlling Person" means an individual who exercises control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control) or as may be defined from time to time under U.S Foreign Account Tax Compliance Act.

"Customer" has the meaning given to the term above, and shall for the avoidance of doubt include you.

"Products and/or Services" has the meaning given to the term above.

"Restrictions" has the meaning given to that term above.

"Sanctionable Activity" means any activity that, if engaged in by a person, could result in that person breaching, or a designation of that person under, any Sanctions.

"Sanctioned Territory" means a country, region or territory that is the subject of country-wide, region-wide or territory-wide Sanctions.

"Sanctions" means the economic or financial sanctions laws, regulations, trade embargoes or other restrictive measures enacted, administered, implemented and/or enforced from time to time by any of the following (and including through any relevant Sanctions Authority):

- (a) the United Nations;

- (b) the European Union;
- (c) the United States of America;
- (d) the United Kingdom;
- (e) Japan; and/or
- (f) Singapore.

"Sanctions Authority" means any agency or person which is duly appointed, empowered or authorised to enact, administer, implement and/or enforce Sanctions, including:

- (a) the United National Security Council;
- (b) the United States Department of State, Department of Treasury, Department of Commerce, and Office of Foreign Assets Control of the United States of America (OFAC);
- (c) HM Treasury of the United Kingdom (HMT);
- (d) the Ministry of Finance Japan; and/or
- (e) the Monetary Authority of Singapore.

"Sanctions List" means any of the lists of designated sanctions targets maintained by a Sanctions Authority from time to time.

"Sanctions Restricted Person" means a person that is:

- (a) listed on a Sanctions List, or directly or indirectly owned, or otherwise controlled within the meaning and scope of the relevant Sanctions, by any one or more persons listed on a Sanctions List;
- (b) located or resident in, or incorporated or organised under the laws of, a Sanctioned Territory; and/or
- (c) otherwise a subject of Sanctions.

"Security Documents" means any and every document or instrument from time to time executed to guarantee, secure or otherwise assure the performance of the obligations of the Company to the Bank under or in connection with any of the Products and/or Services.

"Security Party" means, in relation to a Security Document, a person, other than the Bank, which is a party to that Security Document and includes its successors (and where such Security Document is a guarantee, Security Party means the guarantor to that guarantee and its successors).

"Substantial Owner" means any individual entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

"Tax Information" means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of a Company (regardless of whether that Company is an individual or a business, non-profit or other corporate entity) and any Connected Person, that the Bank, or any Affiliate considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any of the Bank and its Affiliates' obligations to any domestic or foreign tax, revenue, fiscal or monetary authorities or agencies. "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, any forms or other documentation as may be issued or required by a domestic or foreign tax, revenue, fiscal or monetary authorities or agencies, or by the Bank from time to time to confirm the tax status of an account holder or the Connected Person of an entity and certain personal information (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).

"Transaction" means any transaction, transmission and/or remittance effected by the Bank with the Customer or on behalf of the Customer, including any transaction, transmission and/or remittance pursuant to or as a result of an instruction or request given or purportedly given by the Customer or the Customer's Authorised Person by such means as the Bank may allow and any transaction, transmission and/or remittance effected by the Bank in relation to an account.

Disclosure Appendix

This Disclosure Appendix applies to all credit, swaps, derivatives and other banking facilities granted and/or to be granted by **Mizuho Bank, Ltd., Singapore Branch** (and any of its successor and/or assigns) (collectively, the "**Bank**") to any Customer from time to time, all accounts that any Customer have opened and/or will open with the Bank from time to time, and all other products and services (including, without limitation, remittance and payment services, electronic services, cash management services and trade related services) that the Bank have and/or will provide to any Customer from time to time (collectively, the "**Products and/or Services**"). "**Customer**" means any person or entity to whom the Bank provide any Products and/or Services.

By entering into any agreement(s) with the Bank, and/or applying for, using and/or continuing to use any Products and/or Services, you agree and consent to the terms in this Disclosure Appendix.

1. The Customer consents, authorises and permits (and shall procure that a Connected Person consents, authorises and permits) the Bank and any officer of the Bank to collect, use or disclose any information and/or Tax Information with respect to the Customer, any Connected Person, any account, the Customer's or Connected Person's financial condition, the beneficial owners and beneficial ownership of the account, the identity of the Authorised Persons, any agreements, documents, transactions or dealings between the Bank and the Customer and/or Connected Person, the Agreements, the Security Documents and/or any other agreement(s) between the Bank and the Customer (collectively, the "Customer Information") as the Bank shall consider appropriate for any purpose whatsoever as the Bank may think fit to the following parties (and to the extent that the Customer Information is or contains personal data, in connection with the purposes set out in the Bank's Data Protection Policy as updated from time to time and as the Bank may notify the Customer of, whether by email, providing the Customer with a hard copy, or otherwise uploading onto the Bank's website), or as is otherwise required or permitted in accordance with applicable law:
 - (a) an Affiliate;
 - (b) to the extent the Customer Information is or contains personal data, to the persons identified in the Bank's Data Protection Policy; and
 - (c) any other person, company or organisation:
 - (i) with whom the Bank enters into (or may potentially enter into) any contractual or other arrangement in relation to agreements, documents, or transactions entered into by the Customer and/or a Security Party in relation to the Products and Services;
 - (ii) to whom the Bank outsources the performance of any financial, all forms of risk management, human resource, operational or technology functions of the Bank;
 - (iii) pursuant to the procuring, management or transfer of data relating to any of the agreements, documents, or transactions entered into by the Customer and/or a Security Party in relation to the Products and Services or any Customer;
 - (iv) providing and/or participating in the provision of services to the Bank or to whom the Bank outsource certain functions, operations and/or activities ("**Service Providers**"), and any other person or company that is engaged by a Service Provider or another sub-contractor pursuant to a sub-contracting arrangement to provide the whole or any part of the services, functions, operation and/or activities that the Service Provider or sub-contractor is engaged or required to provide ("**Sub-Contractors**"), in each case whether in Singapore or outside Singapore, under or in connection with the Customer, the account(s), agreements, documents, and/or transactions entered into by the Customer and/or a Security Party in relation to the Products and Services;
 - (v) to whom (including a court of law or arbitration, central banks, all government agencies and authorities, domestic or foreign tax, revenue, fiscal or monetary authorities or agencies, law enforcement bodies, regulators, self-regulatory organisations, any exchange, trading system, platform or organised market on which purchasers and sellers of securities are brought together and through which orders may be transmitted including, but not limited to, stock exchanges and alternative trading systems, trading platforms, clearing houses, markets, trade repositories or depositories) such disclosure is permitted, recommended and/or required by law, guidelines or codes issued by any applicable regulatory authorities, regulation, judgment or order of court or order of any other tribunal or in connection with any proceedings or pursuant to the directives of such entities;
 - (vi) without prejudice to the generality of paragraph (v) above, for the purposes of compliance with any taxation or fiscal laws of any relevant jurisdiction (including but not limited to U.S Foreign Account Tax Compliance Act) or pursuant to any agreement between the Bank and any government, tax, fiscal or revenue authority.

- (vii) to (or through) whom the Bank assigns, novates or transfers (or may potentially assign, novate or transfer) all or any of its rights and obligations pursuant to any of the agreements, documents, and/or transactions entered into by the Customer and/or a Security Party in relation to the Products and Services;
 - (viii) with (or through) whom the Bank enters into (or may potentially enter into), whether directly or indirectly, any agreements, documents, participations or sub-participations, or any other transactions, and any Security Party in relation to the Products and Services in connection with the purchase or sale of any credit insurance or any other contractual protection or hedging with respect to the Customer's obligations under the Agreements entered into by the Customer, and any Security Party in relation to the Products and Services;
 - (ix) who is a person, or who belongs to a class of persons, specified in the second column of the Third Schedule to the Banking Act 1970 of Singapore;
 - (x) who is an external asset manager or any rating agency providing services to the Customer;
 - (xi) who is a credit bureau. The Customer also agrees to such credit bureau making disclosure of such information to parties to whom such credit bureau is permitted to disclose the same for the purpose of the assessment of the creditworthiness of any persons;
 - (xii) for purposes of wire transfer;
 - (xiii) who is an Agent;
 - (xiv) who provides introducing services to the Bank;
 - (xv) any Authorised Persons of any account(s), or any insurer, Security Party or provider of security in relation to the Customer or any account(s);
 - (xvi) to whom the Bank is under a duty to disclose;
 - (xvii) to whom such disclosure is considered by the Bank to be in the Bank's interests; and
 - (xviii) with the consent of the Customer.
2. The Customer's Authorised Persons shall be entitled at any time to request access to their personal data held by the Bank and to update and correct such information provided always that such Authorised Persons shall not be entitled to request for information which has been developed internally by the Bank and which the Bank is not required to provide to the Customer's Authorised Persons in accordance with applicable laws. The Bank may impose a handling charge to cover the costs of complying with such data access requests. Data access requests shall be made in writing by the Customer's Authorised Persons to the relevant department of the Bank.
 3. The Customer consents to and authorises the use by the Bank of any Customer Information and/or Tax Information (including accompanying statements, waivers and consents) for the purposes of the Bank's compliance with applicable taxation or fiscal laws of any country or economic zone.
 4. Nothing in this Disclosure Appendix is to be construed as constituting an agreement between the Customer and the Bank for a higher degree of confidentiality than that prescribed in Section 47 of, and in the Third Schedule to, the Banking Act 1970 of Singapore.
 5. **Definitions**

In this Disclosure Appendix,

"Affiliate" means the head office, any subsidiaries, related corporations, parent companies, offices, branch offices, representative offices, associated companies of the Bank and includes their respective successors and assigns (and the respective branch offices and representative offices of each of such subsidiaries, related corporations, associated companies or affiliates of the Bank) whether in Singapore or elsewhere.

"Agent" an agent, broker, dealer, counterparty, advisor, banker, attorney, custodian, sub-custodian, depository, manager, service provider or nominee selected or used by the Bank.

"Authorised Person" means any of the person(s) appointed by the Customer, pursuant to a written power of attorney, board resolution or other authorisation document as may be acceptable to the Bank in its absolute discretion, to give instructions on the Customer's behalf regarding any account of the Customer.

"Agreement" means any agreement or document executed or deemed executed by the Customer in connection with the Products and Services.

"Bank" has the meaning given to the term above.

"Connected Person" means a person or entity whose information (including Customer Information) is provided by, or on behalf of, the Customer to the Bank or any of its Affiliates, Agents, directors, officers or employees or otherwise received by the Bank or any of its Affiliates, Agents, directors, officers or employees in connection with the provision of the agreements, documents, or transactions entered into by the Customer and/or a Security Party in relation to the Products and Services. In relation to the Customer, a Connected Person includes, but is not limited to, end clients and/or end beneficiaries, a Security Party, a director, officer or agent of a Customer, partners or members of a partnership, any Substantial Owner, Controlling Person, or beneficial owner, director, trustee, settlor or protector of a trust, account holder of a designated account, payee of a designated payment, representative, agent or nominee of the Customer, or any other persons or entities having a relationship to the Customer that is relevant to its banking relationship with the Bank or any of its Affiliates.

"Controlling Person" means an individual who exercises control over an entity (for a trust, these are the settlor, the trustees, the protector, the beneficiaries or class of beneficiaries, and any other individual who exercises ultimate effective control over the trust, and in the case of a legal entity other than a trust, such term means persons in equivalent or similar positions of control) or as may be defined from time to time under U.S. Foreign Account Tax Compliance Act.

"Customer" has the meaning given to the term above, and shall for the avoidance of doubt include you.

"Products and Services" has the meaning given to the term above.

"Security Documents" means any and every document or instrument from time to time executed to guarantee, secure or otherwise assure the performance of the obligations of the Company to the Bank under or in connection with any of the Products and Services.

"Security Party" means, in relation to a Security Document, a person, other than the Bank, which is a party to that Security Document and includes its successors (and where such Security Document is a guarantee, Security Party means the guarantor to that guarantee and its successors).

"Substantial Owner" means any individual entitled to more than 10% of the profits of or with an interest of more than 10% in an entity either directly or indirectly.

"Tax Information" means any documentation or information (and accompanying statements, waivers and consents) relating, directly or indirectly, to the tax status of a Company (regardless of whether that Company is an individual or a business, non-profit or other corporate entity) and any Connected Person, that the Bank, or any Affiliate considers, acting reasonably, is needed to comply (or demonstrate compliance, or avoid non-compliance) with any of the Bank and its Affiliates' obligations to any domestic or foreign tax, revenue, fiscal or monetary authorities or agencies. "Tax Information" includes, but is not limited to, information about: tax residence and/or place of organisation (as applicable), tax domicile, tax identification number, any forms or other documentation as may be issued or required by a domestic or foreign tax, revenue, fiscal or monetary authorities or agencies, or by the Bank from time to time to confirm the tax status of an account holder or the Connected Person of an entity and certain personal information (including name(s), residential address(es), age, date of birth, place of birth, nationality, citizenship).



MIZUHO BANK SINGAPORE DATA PROTECTION POLICY

The purpose of this document ("Data Protection Policy") is to inform you of how MIZUHO BANK, LTD. (Singapore branch) manages personal data which is subject to the Singapore Personal Data Protection Act 2012 of Singapore (as amended and modified from time to time) ("the Act") and its related regulations and guidelines issued, amended and modified from time to time. Please take a moment to read this Data Protection Policy so that you know and understand the purposes for which we collect, use and disclose your personal data.

By entering into any agreements with us, interacting with us, submitting information to us, or applying for any products or services offered by us, you agree and consent to MIZUHO BANK, LTD. (Singapore branch) (including its related corporations and business units) (collectively, the "Companies"), as well as our respective agents (collectively referred to herein as "Mizuho", "us", "we" or "our") collecting, using, disclosing and sharing amongst themselves your Personal Data, and disclosing such Personal Data to the Companies' authorised service providers and relevant third parties in the manner set forth in this Data Protection Policy.

This Data Protection Policy supplements but does not supersede or replace any other consents which you may have previously provided to Mizuho in respect of your Personal Data, and your consents herein are additional to any rights which to any of the Companies may have at law to collect, use or disclose your personal data.

Mizuho may from time to time update this Data Protection Policy to ensure that this Data Protection Policy is consistent with our future developments, industry trends and/or any changes in legal or regulatory requirements. Subject to your rights at law, you agree to be bound by the prevailing terms of the Data Protection Policy as updated from time to time and as we may notify you of, whether by email, providing you with a hard copy, or otherwise uploading onto our website <https://www.mizuhogroup.com/asia-pacific/singapore/about/compliance/personal>. Please check back regularly for updated information on the handling of your Personal Data.

This Data Protection Policy was last updated on 28 March 2025.

For the avoidance of doubt, this Data Protection Policy forms a part of the terms and conditions governing your relationship with us ("Terms and Conditions") and should be read in conjunction with those Terms and Conditions.

1. Personal Data

- 1.1 In this Data Protection Policy, "Personal Data" refers to any data, whether true or not, about an individual who can be identified (a) from that data; or (b) from that data and other information to which we have or are likely to have access, including data in our records as may be updated from time to time.
- 1.2 Examples of such Personal Data you may provide to us include (depending on the nature of your interaction with us) your name, passport or other identification number, telephone number(s), mailing address, email address and any other information relating to any individuals which you have provided us in any forms you may have submitted to us, or via other forms of interaction with you.

2. Collection of Personal Data

- 2.1 Generally, we collect Personal Data in the following ways:
 - (a) when you submit forms or applications to us;
 - (b) when you submit queries, requests, complaints or feedback to us;
 - (c) when you interact with our staff, which may include customer service officers, relationship managers and other representatives, e.g. via telephone calls (which may be recorded), letters, fax, face-to-face meetings and email;
 - (d) when your images are captured by us in the form of photographs or videos, including via our CCTV cameras while you are within our premises or when you attend our events;
 - (e) when you use any of our services;
 - (f) when you are contacted by, and respond to, our marketing representatives and agents and other service providers;
 - (g) when you respond to our request for additional Personal Data;

- (h) when you ask to be included in an email or other mailing list;
- (i) when we receive instructions from a third party lender to collect your personal data to facilitate the provision and administration of banking facilities;
- (j) when we receive your personal data from business partners, public agencies, your employer and other third parties in connection with your relationship with us, including for banking products, insurance policies or job applications; and
- (k) when you submit your Personal Data to us for any other reasons.

2.2 When you browse our website, you generally do so anonymously but please see the section below on cookies. We do not at our website automatically collect Personal Data, including your email address unless you provide such information or login with your account credentials.

2.3 If you provide us with any Personal Data relating to a third party (e.g. information concerning employees, directors, authorised persons, and/or family members), by submitting such information to us, you represent to us that you have obtained the consent of that third party to you providing us with their Personal Data for the purposes stated in this Data Protection Policy.

2.4 You should ensure that all Personal Data submitted to us is complete, accurate, true and correct. Failure on your part to do so may result in our inability to fulfil your requests and/or applications.

3. **IP Address**

3.1 An IP address is a number that is assigned by your Internet Service Provider to your device when you connect to the internet.

3.2 When you visit our website, your IP address is automatically logged in our server. We use your IP address to help diagnose problems with our server, and to administer our website. From your IP address, we may identify the general geographic area from which you are accessing our website. However, we will not be able to pinpoint the exact geographic location from which you are accessing our website. Generally, we do not link your IP address to anything that can enable us to identify you unless it is required by applicable laws and regulations.

4. **Information on Cookies**

4.1 A cookie is an element of data that a website can send to your browser, which may then store it on your system. We use cookies in some of our pages to store visitors' preferences and record session information.

4.2 The information that we collect is then used to ensure a more personalised service level for our users. You can adjust settings on your browser so that you will be notified when you receive a cookie. Should you wish to disable the cookies associated with these technologies, you may do so by changing the setting on your browser. However, you may not be able to enter certain part(s) of our website, and some of the functions and services may not be able to function without cookies.

4.3 Please refer to your browser documentation to check if cookies have been enabled on your computer or to request not to receive cookies.

5. **Purposes for the Collection, Use and Disclosure of Your Personal Data**

5.1 **Generally**, Mizuho collects, uses and discloses your Personal Data for the following purposes:

- (a) responding to your queries, requests, complaints and feedback;
- (b) processing your instructions;
- (c) managing the administrative and business operations of Mizuho and complying with internal policies and procedures;
- (d) facilitating business asset transactions (which may extend to any mergers, acquisitions and debt or asset sales) involving Mizuho;
- (e) verifying your identity;
- (f) matching any Personal Data held which relates to you for any of the purposes listed herein;
- (g) preventing, detecting and investigating crime, including terrorist financing, fraud and money-laundering, and analysing and managing commercial risks;
- (h) maintaining the security of Mizuho premises (including but not limited to CCTV surveillance);

- (i) managing ad hoc projects and initiatives;
- (j) generating reports and analytics in relation to our products and services;
- (k) conducting our due diligence;
- (l) meeting or complying with any applicable rules, laws, regulations, codes of practice or guidelines issued by any legal or regulatory bodies which are binding on Mizuho or to assist in law enforcement and investigations by relevant authorities (including but not limited to disclosures to regulatory bodies, conducting audit checks, surveillance and investigation);
- (m) legal purposes (including but not limited to drafting and reviewing documents, obtaining legal advice and facilitating dispute resolution); and
- (n) purposes which are reasonably related to the aforesaid.

5.2 **In addition**, Mizuho collects, uses and discloses your Personal Data for the following purposes depending on the nature of our relationship with you:

- (a) If you are an individual customer, Mizuho collects, uses and discloses your Personal Data for the following purposes:
 - (i) assessing your application for any of our products and services and verifying your financial standing through credit checks;
 - (ii) opening or continuation of accounts and establishing or providing banking services and facilitating the continuation or termination of the banking relationship (including but not limited to customer onboarding, account maintenance, account closure, rectification of documents and archiving documents);
 - (iii) facilitating the daily operation of services and credit facilities;
 - (iv) providing client servicing (including but not limited to remittance services, mailing services, reconciliation services, asset management and providing customer satisfaction services);
 - (v) facilitating the provision and administration of loan facilities (including but not limited to syndicated loans) where Mizuho acts as agent;
 - (vi) facilitating the transfer of funds within Mizuho bank accounts or from Mizuho bank accounts to external bank accounts and vice versa;
 - (vii) reviewing client portfolios and ensuring the ongoing credit worthiness of customers;
 - (viii) providing you with the products and services which you have requested for example, processing transactions, banker's guarantee, letters of guarantee, cheque deposits and issuances, cash deposits and withdrawals and providing loans and overdraft facilities (including but not limited to the evaluation of credit risks and enforcement of repayment obligations);
 - (ix) managing investment products (including but not limited to the provision of bond administration services, financing, treasury and foreign exchange products and services) and providing custodial services;
 - (x) facilitating data migration and testing;
 - (xi) networking to maintain customer relationship (including but not limited to providing business updates); and
 - (xii) purposes which are reasonably related to the aforesaid.
- (b) If you are the owner, chairman, director, employee, mandatee, authorised signatory or guarantor of an organisation that is a corporate banking customer, Mizuho collects, uses and discloses your Personal Data for the following purposes:
 - (i) assessing the corporate customer's application for any of our products and services and verifying its financial standing through credit checks;

- (ii) opening or continuation of accounts and establishing or providing banking services and facilitating the continuation or termination of the banking relationship (including but not limited to customer onboarding, account maintenance, account closure, rectification of documents and archiving documents);
 - (iii) facilitating the daily operation of services and credit facilities (including but not limited to updating contact details of investors and investees, corporate action processing and entering into ancillary arrangements relating thereto);
 - (iv) providing client servicing (including but not limited to the provision of agency services, remittance services, mailing services, reconciliation services, asset management and providing customer satisfaction services);
 - (v) facilitating the provision and administration of loan facilities (including but not limited to syndicated loans) where Mizuho acts as agent;
 - (vi) facilitating the transfer of funds within Mizuho bank accounts or from Mizuho bank accounts to external bank accounts and vice versa;
 - (vii) reviewing client portfolios ensuring the ongoing credit worthiness of customers;
 - (viii) providing you with the products and services which you have requested for example, processing transactions, banker's guarantee, letters of guarantee, cheque deposits and issuances, cash deposits and withdrawals and providing loans and overdraft facilities (including but not limited to the evaluation of credit risks and enforcement of repayment obligations);
 - (ix) managing investment products (including but not limited to the provision of syndicated loans, bond administration services, financing, treasury and foreign exchange products and services) and providing custodial services
 - (x) facilitating data migration and testing;
 - (xi) networking to maintain customer relationship (including but not limited to providing business updates); and
 - (xii) purposes which are reasonably related to the aforesaid.
- (c) If you are a trading partner of Mizuho, Mizuho collects, uses and discloses your Personal Data for the following purposes:
- (i) facilitating the daily operation of trading services;
 - (ii) updating your contact details; and
 - (iii) purposes which are reasonably related to the aforesaid.
- (d) If you are a counterparty to a transaction (for example, a beneficiary of a fund transfer or payment) or a contractual agreement, Mizuho collects, uses and discloses your Personal Data for the following purposes:
- (i) providing cash and transactional services (including but not limited to issuing letters of credit and letters of guarantee);
 - (ii) drafting and reviewing of contracts and agreements; and
 - (iii) purposes which are reasonably related to the aforesaid.
- (e) If you are an employee, officer or owner of an external service provider which has been engaged, outsourced or prospected by Mizuho, Mizuho collects, uses and discloses your Personal Data for the following purposes:
- (i) managing and evaluating project tenders;
 - (ii) processing and payment of vendor invoices; and

- (iii) purposes which are reasonably related to the aforesaid.
 - (f) If you submit an application to us as a candidate for an employment or representative position, Mizuho collects, uses and discloses your Personal Data for the following purposes:
 - (i) conducting interviews;
 - (ii) processing your application (including pre-recruitment checks involving your qualifications);
 - (iii) providing or obtaining employee references and for background screening;
 - (iv) processing employment pass applications, visa applications and offer of employment;
 - (v) evaluating and assessing your suitability for the position applied for; and
 - (vi) any other purposes reasonably related to any of the above.
 - (g) If you are a visitor to Mizuho office:
 - (i) facilitating your visit to our premises, including verifying your identity;
 - (ii) facilitating and organising training events and seminars held on our premises; and
 - (iii) any other purposes reasonably related to any of the above
- 5.3 In addition, where permitted under the Act or where you have specifically consented to the same, Mizuho may also collect, use and disclose your Personal Data as follows:
- (a) organising promotional and corporate events;
 - (b) sending newsletters;
 - (c) sending you details of products, services, special offers and rewards, either to our customers generally, or which we have identified may be of interest to you (including but not limited to cross selling and telemarketing);
 - (d) providing services, products and benefits to you, including promotions, loyalty and reward programmes;
 - (e) leads generation and management;
 - (f) providing cross-referrals to other members of the Mizuho group; and
 - (g) conducting market research, understanding and determining customer location, preferences and demographics for us to review, develop and improve our products, services and also develop special offers and marketing programmes.
- 5.4 If you have provided your Singapore telephone number(s) and have indicated that you consent to receiving marketing or promotional information via your Singapore telephone number(s), then from time to time, Mizuho may contact you using such Singapore telephone number(s) (including via voice calls, text, fax or other means) with information about our products and services (including discounts and special offers).
- 5.5 In relation to particular products or services or in your interactions with us, we may also have specifically notified you of other purposes for which we collect, use or disclose your Personal Data. If so, we will collect, use and disclose your Personal Data for these additional purposes as well, unless we have specifically notified you otherwise.
6. **Disclosure of Personal Data**
- 6.1 Your Personal Data held by us shall be kept confidential. However, in order to provide you with effective and continuous products and services, and for the purposes listed above (where applicable), your Personal Data may be disclosed to the following, whether they are located overseas or in Singapore:
- (a) entities within Mizuho and our related corporations;

- (b) agents, contractors, third party service providers, or their sub-contractors who provide operational services to Mizuho, such as courier services, telecommunications, information technology, payment, payroll, processing, training, market research, storage, archival or other services to Mizuho;
- (c) recipients of bank reference letters;
- (d) any business partner, investor, assignee or transferee (actual or prospective) to facilitate business asset transactions (which may extend to any mergers, acquisitions and debt or asset sale) involving Mizuho;
- (e) external banks, credit card companies and their respective service providers;
- (f) our professional advisers such as financial advisors, auditors and lawyers;
- (g) travel agencies in relation to facilitating overseas travel arrangements;
- (h) foreign embassies in relation to visa applications;
- (i) relevant government regulators, government ministries, statutory boards or authorities or law enforcement agencies to comply with any laws, rules, guidelines and regulations or schemes imposed by any governmental authority including but not limited to the Inland Revenue Authority of Singapore, the Monetary Authority of Singapore, Singapore Exchange Limited, the Accounting and Corporate Regulatory Authority, and the Insolvency and Public Trustee Office;
- (j) counterparties, billing organisations and their respective banks in relation to fund transfers, payments and letters of guarantee;
- (k) lenders of syndicate facilities;
- (l) brokerage houses, fund houses, registrars, custodians, external banks and investment vehicles in relation to asset management and investment product settlement processing;
- (m) surveyors, auctioneers, valuers or other third parties in relation to loans and other credit facilities such as mortgages;
- (n) companies and brokers providing insurance products and services;
- (o) collection and repossession agencies in relation to the enforcement of repayment obligations for loans;
- (p) credit reporting agencies;
- (q) external business, referral and charity partners in relation to banking privileges, gift redemptions, loans and corporate promotional events;
- (r) any other party to whom disclosure of personal data is reasonably necessary for the purpose of managing, maintaining or terminating the banking relationship or providing you with our products and services; and
- (s) any other party to whom you authorise us to disclose your Personal Data to.

6.2 We may transfer, store, process and/or deal with your Personal Data outside Singapore. In doing so, we will take reasonable efforts to comply with the Act and its related regulations and guidelines.

7. Contacting Us – Withdrawal of Consent, Access and Correction of your Personal Data

7.1 If you:

- (a) have any questions or feedback relating to your Personal Data or our Data Protection Policy;
- (b) would like to withdraw your consent to any use of your Personal Data as set out in this Data Protection Policy; or
- (c) would like to obtain access and make corrections to your Personal Data records,

please contact Mizuho as follows:

Email: pdpo.singapore@mizuho-cb.com



Call: +65 6805 2068

Write in: 12 Marina View
#08-01 Asia Square Tower 2
Singapore 018961
Attention: Data Protection Officer

or such other email address, telephone number or address as we may notify you, whether by email, letter, fax or otherwise uploading onto our website.

- 7.2 If you withdraw your consent to any or all use of your Personal Data, depending on the nature of your request, Mizuho may not be in a position to continue to provide its products or services to you, administer any contractual relationship in place, may be considered a termination by you of any contractual relationship which you may have with Mizuho, and your being in breach of your contractual obligations or undertakings, and Mizuho's legal rights and remedies in such event are expressly reserved.
- 7.3 Please note that if your Personal Data has been provided to us by a third party, you should contact such party directly to make such queries, complaints, and access and correction requests to Mizuho on your behalf.

----- *End of Data Protection Policy* -----