



# CITIBANK ONLINE USER AGREEMENT

---

## A. INTRODUCTION

1. Citibank Online enables me to have direct access to my account(s) with Citibank Singapore Limited ("Citibank")(the "Account(s)") and/or to effect certain financial services transactions by electronic means via the use of the Customer's Terminal, as may be allowed by you from time to time, including by way of the Citi Mobile® App. Access is provided through the World Wide Web or via the Internet. Accounts and services provided by Citibank or its affiliates which I access through Citibank Online may be governed by separate agreements with you.

If I am not a Citibank account holder;

- 1.1. I can open an Account online (subject to conditions); or
- 1.2. I will have restricted access to certain services offered through Citibank Online as a "Guest" (subject to conditions).
2. I agree to the terms and conditions ("the Terms") governing my use ("Use") of the services provided on Citibank Online ("Services"). If I do not agree to the Terms, I will not be entitled to use the Services. In addition, my Use of the Services is governed by the applicable Account terms and conditions of Citibank and the specific terms and conditions in respect of the relevant service(s) and/or product(s). In the event of any inconsistency between the operational rules described herein ("Operational Rules") and the applicable Account terms and conditions of Citibank and the specific terms and conditions in respect of the relevant service(s) and/or product(s), these Operational Rules shall prevail. I may call 24-Hour CitiPhone Banking at +65 6224 5757 or visit any of Citibank's branches to obtain the applicable account terms and conditions of Citibank and the specific terms and conditions in respect of the relevant service(s) and/or product(s).
3. I will have restricted access to certain services offered through Citibank Online as a registered user ("Registered User") subject to conditions.
4. The defined terms used herein shall have the meanings ascribed to them as follows:
  - 4.1. **"Access Credentials"** means the ATM-PIN, CIN, OTP, OSD, Unlock Code, any of my enrolled biometric data and/or any other forms of identification or device, issued, enrolled or prescribed by you or on your behalf for the use and/or access to certain aspects, features or services of Citibank Online or other services prescribed by you from time to time, in respect of my Account(s).
  - 4.2. **"ATM"** means automated teller machine or card-operated machine, whether belonging to you or other participating banks or financial institutions or to the Visa Global ATM Network, MasterCard Network or their affiliated networks, in respect of which you have a subsisting arrangement to allow me to use my Citibank ATM/Debit Card or Credit Card at such machine.
  - 4.3. **"ATM-PIN"** means the ATM Personal Identification Number of my Citibank ATM/Debit Card or Credit Card, which you shall allocate to me upon my request to utilize the ATM function of Citibank ATM/Debit Card or Credit Card, or such other number as you may from time to time authorize.
  - 4.4. **"Biometric Authentication Features"** means such third party biometric authentication features designated as such by you from time to time.
  - 4.5. **"Business Day"** means any day on which banks are open for business in Singapore but excludes Saturdays, Sundays and gazetted public holidays in Singapore.
  - 4.6. **"CIN"** means the Customer Identification Number as printed on my Citibank ATM/Debit Card or Credit Card, or such other number as you may from time to time authorize.
  - 4.7. **"Citibank Online"** means the internet banking services, products, features and/or functionalities offered by you from time to time to me, currently designated by you as "Citibank Online", through such website, channel or other electronic means (including by way of the Citi Mobile® App) as you may prescribe from time to time. Such services, products, features and/or functionalities may differ depending on the Customer's Terminal used.

- 4.8. **"Citibank ATM/Debit Card"** means the card which you issue to me that enables me to be identified by my CIN (defined above) and, where I request for the ATM service, which will also enable me to execute certain transactions at your ATMs and certain other participating financial institutions in Singapore and (if you at your discretion allow international access in using the Citibank ATM/Debit Card) Citibank, N.A. and its subsidiaries worldwide and which will enable me to execute Citibank ATM/Debit Card Transactions, and includes any card issued in renewal or replacement of such card.
- 4.9. **"Citi Mobile® App"** means the Citi Mobile banking app designated as such, and the services, features and/or functionalities offered by you from time to time to me through such banking app.
- 4.10. **"Citi Mobile® Token"** means the software token designated as such, which is available to me as part of the Citi Mobile® App for the purposes of authentication.
- 4.11. **"Compliance Obligation"** means your obligation to comply with applicable laws, regulations, subsidiary legislation, court orders, directives, guidelines, and/or the requirements of courts, regulatory authorities and government authorities (including the Monetary Authority of Singapore and the Office of Foreign Assets Control of the United States Department of the Treasury)
- 4.12. **"Credit Card"** means a Citibank Visa and/or MasterCard issued by you as renewed and/or replaced, and if more than one card or if a supplementary card is issued, includes such other card(s).
- 4.13. **"Customer's Terminal"** means any personal computer, mobile device or other similar access device, including a Prescribed Device and my Citi Mobile® Token enabled device.
- 4.14. **"FAST"** means the electronic funds transfer service known as Fast and Secure Pay.
- 4.15. **"FAST Transfers"** means the funds transfers effected via FAST which, subject to your internal processing requirements and observance of the Compliance Obligations, shall be almost instantaneous.
- 4.16. **"FAST Transfer Limits"** means (i) S\$10,000 for each outgoing transaction via Citi Mobile® App or S\$50,000 for each outgoing transaction via Citibank Online, and (ii) S\$100,000 being the maximum aggregate outgoing transactions which I can originate in a day, or such other amounts as you may prescribe from time to time.
- 4.17. **"Malware"** means computer viruses, bugs or other malicious, destructive or corrupting software, code, agent, program or macros, and/or phishing or social engineering schemes, including such items which utilise computer software or telecommunications to obtain my personal data and/ or User ID, Password, ATM-PIN, Unlock Code, TAC, OTP, OAC and/or CIN for malicious or fraudulent purposes, including, without limitation, through SQL injections, cross site scripting, worms, Trojan horses, adware or spyware.
- 4.18. **"OAC"** is a 6-digit numeric code, sent to my mobile phone via SMS that is required to add a new payee through Citibank Online, where the payee type is a billing organisation.
- 4.19. **"OSD"** means the hardware, token or device designated by you from time to time as the "Online Security Device" which you will provide to me upon my request for use (subject to conditions) to enable the receipt of the OTP.
- 4.20. **"OTP"** (One-Time PIN) means the one time use Personal Identification Number which you will notify me of via OSD, delivered to my mobile phone number that you have on record via SMS, generated by the input of the Unlock Code into my Citi Mobile® Token enabled device at the relevant juncture, or generated or delivered via such other means as determined by you from time to time.
- 4.21. **"PayNow"** means the electronic funds transfer service known as PayNow which requires the linking of an identification number or a mobile phone number to a deposit account, a Ready Credit account or a credit card account maintained with you;
- 4.22. **"PayNow Transfers"** means the funds transfers effected via PayNow which, subject to your internal processing requirements and observance of the Compliance Obligations, shall be almost instantaneous;
- 4.23. **"PayNow Transfer Limit"** means S\$1,000 being the maximum aggregate outgoing transactions which I can originate in a day, or such other amounts as you may prescribe from time to time;
- 4.24. **"Prescribed Devices"** means Citibank-prescribed mobile devices or similar devices which you approve and are enabled with Biometric Authentication Features, which have been registered by you for certain aspects, features or services of Citibank Online or other services prescribed by you from time to time, in respect of my Account(s).
- 4.25. **"SMS"** means short message service provided by my mobile phone service provider which you may utilise to deliver the OTP.
- 4.26. **"Unlock Code"** means the 6-digit code chosen by me in order to use the Citi Mobile® Token to authenticate the use of and/or access to such aspects, features or services prescribed by you from time to time, such as the authentication of transactions initiated in the Citi Mobile® App on my Citi Mobile® Token enabled device and/or transactions on Citibank Online.
- 4.27. **"You", "Your", "Yours"** and **"Citibank"** refer to Citibank Singapore Limited.
- 4.28. **"I", "Me", "My"** and **"Mine"** refer to the person(s) who have one or more Account(s), and include (i) such authorized signatories of mine as appointed by me in the Account opening application or under any letter of authority or board resolution duly signed by me and received by you; and (ii) such persons (other than such authorized signatories) using Access Credentials.

## **B. OPERATIONAL RULES**

### **1. ALERTS**

This service allows me to request and receive specific and timely prompts (collectively, "Alerts", individually, an "Alert") in respect of certain information provided by you from time to time.

I may be notified of each Alert via email and/or mobile phone (supported by certain phone operators only) to an email address and mobile phone number as provided by me subject to the relevant terms and charges of my internet service provider or phone operator.

The Alerts service will be effective after you have successfully processed my request. The time for such processing will be reasonably determined by you at your sole discretion. I accept that each Alert may not be encrypted and may comprise my personal details and information pertaining to my Account(s).

I am fully aware that my receipt of an Alert may be delayed or prevented by factor(s) affecting the relevant internet service provider(s), phone operator(s), stock exchange(s), currency market(s) and such other entities. I accept that you neither guarantee the delivery, accuracy, security, nor confidentiality of the contents of an Alert. I am aware that I must promptly update you of any change to my email address and/or mobile phone number. You shall not be liable to me or anyone else for any losses or damages (except in the case of your gross negligence or willful default) arising from (a) a non-delivery, delayed delivery, wrong delivery or partial delivery of an Alert; (b) inaccurate content of an Alert; (c) access to the contents of an Alert by any unauthorized persons; or (d) my use or reliance on the content of an Alert for any purposes including investment and business purposes.

You reserve the right to refuse or terminate any request by me for an Alert at anytime. The information in respect of an Alert may be subject to certain time lags and/or delays. The features of an Alert will be varied by you at your sole discretion.

### **2. APPLYING FOR ADDITIONAL ACCOUNTS AND SERVICES**

If I apply for the opening of an Account or Service through Citibank Online, or ask to change an Account or Service I already am using, I authorize you or any branch or subsidiary of Citigroup, Inc. to treat my application or request as if it had been made in writing and signed by me. I agree that approval of such Account or Service is purely based on your discretion.

### **3. MARKET DATA AND OTHER THIRD PARTY INFORMATION**

You may provide me with access to market data through various securities markets, such as the New York Stock Exchange Inc, The American Stock Exchange LLC, Nasdaq Stock Market, Inc., Options Price Reporting Authority and other entities that make market data available or assist in the process ("Other Third Party Information Providers"). In this context, the term "market data" includes last sale prices, bids, offers, and information related to those prices, bids and offers.

By requesting for market data through Citibank Online, I agree that:

- 3.1. Other Third Party Information Providers own the proprietary rights to the market data, which they supply;
- 3.2. You or any affiliate or subsidiary of Citigroup Inc., and/or any Other Third Party Information Providers shall not be liable to me or to any other person for any loss or damage (except for gross negligence or willful default) I or such other person may suffer which arise from inaccuracies, errors, omissions, delays, interruptions, non-performance or any other reason caused by the Other Third Party Information Providers, or you or any affiliate or subsidiary of Citigroup Inc.
- 3.3. You or any affiliate or subsidiary of Citigroup Inc., and/or any Other Third Party Information Providers shall not be held liable for any discontinuance in the provision of market data or for any change in the manner of distribution of market data for any reason (except for gross negligence or willful default);
- 3.4. Market data is made available solely for my personal and lawful use, and I am prohibited from furnishing such information to any other person or entity for any reason whatsoever; and
- 3.5. At any time, you may terminate my access to any or all market data. At any time, any of the Other Third Party Information Providers may terminate my authorization to receive market data. I acknowledge that the Other Third Parties Information Providers are beneficiaries under these Terms and are entitled to enforce these Terms by legal proceeding or otherwise against me or any person or entity that gains access to or uses market data other than in a manner contemplated by these Terms. I shall pay all attorney's fees that you or any Other Third Party Information Providers may incur in any enforcement of these Terms.

From time to time, you may through Citibank Online give me access to third party information, including news, company reports and other data. As with all market data, news and other third party information provided to me by you, whether through electronic services or otherwise (directly or indirectly through an authorized third party information provider), I acknowledge that the information is for my personal and lawful use only and that I will not re-transmit or re-publish it in any form or medium. I acknowledge that the data provided to me is obtained from sources believed to be reliable, is provided solely on a best efforts basis for my convenience and that no guarantees are made by you, any affiliate or subsidiary of Citigroup Inc. or any Other Third Party Information Providers as to the accuracy, completeness, timeliness or correct sequencing of such data.

I acknowledge that while access to investment information or opinions of third parties may be available through Citibank Online, such recommendations or opinions are not yours and are not endorsed by any party. The provision of such information is for

my general use only and does not constitute a recommendation or solicitation to purchase or sell any security or make any other type of investment or investment decision. In addition, such information is not intended to provide tax, legal or investment advice. Neither you, any affiliate or subsidiary of Citigroup Inc., nor the Other Third Party Information Providers advise or offer any opinion with respect to the suitability of any particular investment or strategy or the suitability of any information source. I agree not to hold you, any affiliate or subsidiary of Citigroup Inc., or the Other Third Party Information Providers liable for any investment decision I may make based on my reliance on or use of such data, or any liability that may arise due to delays or interruptions in the delivery of such data for any reason (except in the case of gross negligence or willful default).

There is no warranty of merchantability, no warranty of fitness for a particular use, and no warranty of non-infringement. There is no warranty of any kind, express or implied, regarding information received by me via Citibank Online.

Third party information has been prepared as of the date(s) indicated and may become unreliable because of subsequent changes in market or economic circumstances. Neither you, nor the Other Third Party Information Providers is under any obligation to update such information or continue to offer such information.

### **Trademarks and Copyrights**

Third party information is the property of the Other Third Party Information Providers or their licensors and is protected by applicable intellectual property law. I agree to use the third party information only in the manner contemplated hereafter and I agree not to reproduce, re-transmit, disseminate, sell, distribute, publish, broadcast, circulate or commercially exploit the third party information in any manner without the express written consent of such Other Third Party Information Providers.

### **NASDAQ**

NASDAQ data will be delayed by at least 15 minutes.

### **Dow Jones**

The Dow Jones Indexes<sup>SM</sup> are compiled, calculated and distributed by Dow Jones & Company, Inc. and have been licensed for use. All contents are from The Dow Jones Indexes<sup>SM</sup> 2000 Dow Jones & Company, Inc..

### **Hong Kong Stock Exchange**

The Stock Exchange of Hong Kong Limited endeavours to ensure the accuracy and reliability of the information provided, but does not guarantee its accuracy or reliability and accepts no liability (whether in tort or contract or otherwise) for any loss or damage arising from any inaccuracies or omissions. The information provided shall be delayed by at least 60 minutes.

### **Thomson Reuters**

© 2017 Thomson Reuters. Republication or redistribution of Thomson Reuters content, including by framing or similar means, is prohibited without the prior written consent of Thomson Reuters. Thomson Reuters is not liable for any errors or delays in Thomson Reuters content, or for any actions taken in reliance on such content. Thomson Reuters and the Kinesis logo are trademarks of Thomson Reuters and its affiliated companies.

### **New York Stock Exchange**

New York Stock Exchange data will be delayed by at least 20 minutes.

## **4. OBTAINING ACCOUNT BALANCE AND TRANSACTION HISTORY**

I can use Citibank Online to access the balance and transaction history on all my eligible Account(s). My foreign currency Account(s) summary balance will be shown in the US Dollars equivalent, and the exchange rates used for calculating such US Dollars equivalent for my foreign currency Account(s) are indicative only.

## **5. SECURE EMAIL**

All instructions via email received by you shall be attended to at your absolute discretion by the next Business Day.

I agree that proof of any transmission via Citibank Online shall not constitute proof of receipt thereof by you.

## **6. PAYMENTS & TRANSFERS**

The Payments & Transfers service allows me to transfer funds or pay bills through Citibank Online. I can use the following services without pre-arrangement, as may be allowed by you from time to time:

- Transfer Funds Between my Citibank Account(s)
- Transfer Funds to Another Citibank Customer's Account
- Transfer Funds or Pay to Another Individual/Organization in Singapore
- Transfer Funds from My Bank Accounts In Another Bank (Inbound Funds Transfer (IFT))

- Transfer Money To Any Account Abroad
- Transfer Funds To Another Citibank Account Abroad (Citibank Global Transfer)
- Pay My Bills
- Set Up a Standing Order
- See, Change or Cancel a Standing Order
- FAST Transfers
- PayNow Transfers
- Add a New Payee
- See or Delete a Payee

You will process my payment and/or transfer instructions given on any day by the next Business Day unless otherwise specified by you.

You shall not be obliged to carry out any payment or transfer instructions unless and until my Account(s) with you and/ or overdraft has sufficient funds or credit to effect the relevant payment or transfer. Funds for payment or transfer instructions will be withdrawn from my Account(s) by the next Business Day or such other day as you may at your absolute discretion reasonably determine, where applicable.

You cannot guarantee the time at which the receiving banks or billing organisations will credit the account(s) of my payees. To avoid incurring a finance charge or other charge,

I must initiate a payment or transfer instruction sufficiently in advance of the due date of my payment.

Payment or transfer instructions effected after the security verification process prescribed by you from time to time shall be deemed irrevocable and binding on me upon submission. You are not obliged to cancel or amend any payment and transfer instructions submitted. If you agree to my request for any amendment or cancellation of my prior instructions, you shall be entitled to a reasonable period of time to execute my request and shall have no liability to me if such amendment or cancellation is not effected in time or could not be made. You shall not be taken to have received or to have been notified of any countermand of instructions until you inform me in writing that the countermand has been received or you have taken action on my request, whichever is earlier.

Unless otherwise specified by you, there is no limit to the number of payments and transfers I can make in any one Business Day. FAST Transfer Limits apply in the case of FAST Transfers. The PayNow Transfer Limit applies in the case of PayNow Transfers. I can transfer any amount between my Account(s). I can transfer or pay any amount to several payees (including any Citibank customer who is not on my list of payees), up to such amount prescribed by you from time to time. You may at your absolute discretion and from time to time revise such transfer limits or impose additional conditions with reasonable notice.

If I wish to transfer funds from any Account(s) and you have placed a hold in respect of such funds, I can only transfer such funds from such Account(s) after the expiry of the hold period.

I accept that you may at your sole discretion credit the account(s) of the relevant payee(s) or issue a check or cashier's order to such payee(s) pursuant to the relevant payment or transfer instruction. I acknowledge that you are not responsible for any interruptions, errors, omissions or delays in the issue or remittance of such check or cashier's order howsoever arising (except for your gross negligence, willful default, or fraud), and you are entitled to debit the full amount of such check or cashier's order so issued.

I also consent to your transfer and disclosure of information relating to me, to and between the affiliates of Citibank, N.A. and third parties selected by any of them, for use in connection with the provision of payment and funds transfer services to me. You, any of Citibank, N.A.'s affiliates or third parties selected by any of them, shall be entitled to transfer and disclose any information as may be required by applicable law, court, regulator or legal process.

You shall not be responsible for any charges imposed or any other action taken by a payee including but not limited to any of the following situations:-

- (a) I do not have sufficient funds in my Account(s) to make a bill payment or transfer;
- (b) an order of court directs you to prohibit withdrawals from my Account(s);
- (c) my Account(s) is/are closed or my Account(s) (or any funds therein) has/have been put on hold;
- (d) the transfer or bill payment will cause my Account(s) balance to go over the credit limit for any credit arrangement set up to cover overdrafts;
- (e) I have not provided you with complete and correct payment information, including without limitation the name, address, account(s) number, and payment amounts for the payee on a bill payment;
- (f) I did not correctly use Citibank Online;
- (g) your observance of the Compliance Obligations; or

- (h) circumstances beyond your reasonable control (such as fire, flood or improper transmission or handling of payments by a third party) prevent the bill payment or transfer, despite reasonable precautions taken by you.

You reserve the right, at your reasonable discretion, to refuse or terminate my use of the Payments & Transfers service at any time without notice. I will indemnify you against any loss which you incur as a result of my act or omission in relation to or arising out of my use of the Payments & Transfers service.

Pursuant to the Inbound Funds Transfer (IFT) Facility, I may give instruction to pay any amount owing to you by authorizing any bank/finance company to debit my account maintained with such bank/finance company or by the Payor (hereinafter defined) authorizing any bank/finance company to debit its account maintained with such bank/finance company and having the same credited to you and/ or my Account or such other account as directed by me. "Payor" means me (if I nominate the bank/finance company account from which specified sums will be debited from) or the person who nominates the bank/finance company account from which specified sums (as determined by me) will be debited from and having the same credited to you and/or into my Account or such other account as directed by me.

You will not be liable (except in the case of your gross negligence or willful default) to me and/or to the Payor (as the case may be) for any delay, mistake, neglect or omission in the receipt of or transmission of any payment under or arising out of the IFT Facility or non-transmission of information or data (in whole or in part) through Citibank Online and/or your telephone banking service ("TBS") or such other means as permitted by you.

You will not be liable to me and/or to the Payor (as the case may be) if you are unable to perform your obligations under the IFT Facility due to any reason whatsoever (except in the case of your gross negligence or willful default).

You may use any agent, contractor or correspondent as you may deem fit to carry out or procure any of the matters or transaction under the IFT Facility and you will not be liable for any act, omission, neglect or willful default of such agent, contractor and/or correspondent.

In the event that you are rendered wholly or partly unable to observe or perform under these Terms by reason of causes beyond your control including (but not limited to) equipment, system or transmission link malfunction, failure or sabotage, fire, flood, explosion, acts of elements, acts of God, accidents, epidemics, strikes, lockouts, power blackouts or failure, labour disputes, acts, Compliance Obligations, or by any other causes which you cannot reasonably be expected to avoid, the performance of your obligations as they are affected by such causes shall be excused for the continuance of such causes. You shall not be liable for any delay, loss, damage or inconvenience whatsoever caused by or arising from or in connection with any one or more of the above-mentioned causes.

You will not be liable (except in the case of your gross negligence or willful default) for any loss, damage, cost or expense which I and/or the Payor and/or any other person (as the case may be) may suffer or incur in connection with the IFT Facility or in connection with or as a result of your acting, or not acting, on my, or the Payor's (as the case may be), actual or purported instructions via TBS or Citibank Online or such other means as permitted by you or otherwise howsoever caused, including but not limited to any loss or damage arising from the application and/ or use of funds by you as directed by me or any loss of damage, cost or expense which I and/or the Payor and/or any other person (as the case may be) may suffer or incur in connection with or arising out of the IFT Facility.

Your liability arising for any reasons whatsoever shall be limited to and shall not under any circumstances exceed the sum equivalent to your charges for the payments and transfers services. I shall compensate you for any consequences, claims, proceedings, losses, damages or expenses (including all legal costs on a reasonable basis) whatsoever and howsoever caused that may arise or be reasonably incurred by you or any other party affiliated with you in connection with your provision of the Payments & Transfers services.

## **7. LIVE CHAT**

This Service is an online chat service which allows me to pose general enquiries to Citibank about its Facilities (as Citibank may determine from time to time). Any information provided by the Citibank staff during the Live Chat session is for informational purposes only and does not constitute investment, legal, tax or financial advice. Account-related instructions should not be provided during the Live Chat session as they will not be acted upon.

## **8. TRANSACTING ON PREMIUM ACCOUNT ONLINE**

Instructions on establishment and redemption of Premium Accounts can be made online. However, certain transactions relating to specific Premium Accounts may not be executed online, including Premium Accounts with single or double barriers or Premium Accounts with non-currency financial instruments as the base or alternate financial instrument. I am aware that the spot prices, strike rates and interest rates offered online may or may not differ from those quoted by Citibank's sales advisers at the branches or through phone calls.

Premium Accounts that are successfully established online will be valued two business days after the transaction date of the establishment. I understand that Citibank is not liable for any transaction not successfully executed due to disruption in this service regardless of the cause of disruption (except in the case of your gross negligence or willful default). Should there be any duplicate transactions executed due to disruption in this service, I am aware that any loss or charges that arise from reversing the transaction will be borne by me (except in the case of your gross negligence or willful default).

## **9. BROKERAGE SERVICES**

For information on the Operation Rules please click on "[https://www.ipb.citibank.com.sg/global\\_docs/ebroke/agreement\\_css.pdf](https://www.ipb.citibank.com.sg/global_docs/ebroke/agreement_css.pdf)".

## 10. GLOBAL VIEW OF ACCOUNTS

With Global View of Accounts service ("GVA Services"), I will be able to access a consolidated view of my account(s) with Citibank and its affiliates via web sites belonging to Citibank and its affiliates (including Citibank Online).

### 10.1. CROSS BORDER DATA TRANSFER AND SECRECY WAIVER

I understand that Citibank and its affiliates will provide the GVA Services to me through facilities located outside Singapore. In order to create and maintain a user profile for me, and to provide the GVA Services to me, Citibank and its affiliates may need to access information about me, my account(s) and my relationship with Citibank and its affiliates from or through, or send such information to, Citibank branches, affiliates or service providers (including Citibank's affiliates with which I maintain an account relationship) that are located outside the jurisdiction where the relevant account is maintained and may be located outside Singapore. Such information may temporarily or permanently reside in locations outside Singapore, or the jurisdiction where the relevant account is maintained and such information therefore may be subject to supervision by the regulatory authorities in each jurisdiction where services are performed or information resides, or the jurisdiction where the relevant account is maintained and in the jurisdiction of my residence or citizenship. If I am a resident of the European Union, I acknowledge that such other countries may not offer "adequate protection" for the purposes of directive 95/46/ EC of the European Union (as amended).

Therefore, in connection with the provision of the GVA Services to me, I authorize and consent to such cross-border disclosure and access. In addition, I hereby release Citibank and its affiliates from any duty they might otherwise have to observe banking secrecy and/or privacy laws of any jurisdiction. I also authorize Citibank and its affiliates to access information about me, my accounts and my relationship with them, via the Internet, from inside and outside the country where I maintain my account relationship and from inside and outside the country where my accounts with Citibank and its affiliates are booked, held and/or serviced. I further authorize Citibank and its affiliates to disclose to each other and to such third parties as they deem necessary, such information regarding me (including, in the case of accounts held in the name of a private investment company, trust or other entity, information about the beneficial owner(s) or donors thereof), my accounts and my relationship with them as may be required from time to time to provide the GVA Services to me. I expressly acknowledge and agree that in doing so, data about me, my accounts and my relationship with Citibank and its affiliates will be transferred cross-border.

I also acknowledge that the information available to me via the web site of Citibank and its affiliates, including my account information, can become subject to the legal systems and laws in force in each state or country (a) where it is held, received or stored by you, your affiliates or me, (b) from where it is accessed by you, your affiliates or me, or (c) through which it passes. I understand that the information can become subject to disclosure pursuant to the laws of those states or countries and I acknowledge and accept the consequences that may result from such disclosure. In addition, because my account(s) may include information about more than one individual (e.g. where I maintain a joint account) and about my business relations with Citibank and its affiliates, I acknowledge and accept that statements released to comply with legal process may contain information regarding my relationship with these individuals and with Citibank and its affiliates.

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

In order for Citibank and its affiliates to provide the GVA Services to me, Citibank and its affiliates must transfer information about my accounts to the relevant web site from the Citibank branch, subsidiary or affiliate where the accounts are held, and then consolidate and link that information to provide me with access to that information via the relevant web site. This information may reside, temporarily or permanently, on the said web site, and will be subject to the legal systems and laws in force in the jurisdiction where the relevant account is maintained, the jurisdiction of my residence or citizenship as well as those of Singapore. I expressly acknowledge and agree, therefore, that Citibank's and its affiliates' ability to access and download such account information via the web site may enable third parties, including official bodies and authorities and private persons, to compel Citibank and/or its affiliates to disclose my interest therein and/or my relationship to other persons that have an interest therein, and I accept the consequences that may result from such linkage and disclosure.

### 10.3. GOVERNING LAW AND SUBMISSION TO JURISDICTION WITH REGARDS TO GLOBAL VIEW OF ACCOUNTS

This Clause, as well as Citibank's performance of its obligations with respect to the GVA Services provided under this Agreement, will be governed by, and construed in accordance with, the laws of the jurisdiction where the relevant account is maintained, including any governmental acts, orders, decrees or regulations applicable to that branch where the account is maintained.

The primary records with respect to the GVA Services provided to me will be maintained in facilities located in the jurisdiction which the relevant account is maintained. You may provide all or a portion of the GVA Services to me from one or more countries, and information about me and my accounts and relationship with you may be transmitted from or through one or more countries. Such information therefore may also be subject to the laws, regulations and usages of each jurisdiction where these services are performed as well as in Singapore and the jurisdiction where the relevant account is maintained.

For any dispute relating to the GVA Services, I (i) irrevocably submit to the exclusive jurisdiction of the courts of the jurisdiction where the relevant account is maintained, provided that at your sole discretion, such jurisdiction shall not be exclusive; (ii) waive any defense of inconvenient forum; (iii) agree that any final judgment will stand and be enforceable in other jurisdictions by suit or as provided by law and will be binding on me, my heirs, executors, legal representatives, successors or assigns; and (iv) agree that any summons, process, or other legal document in connection with any such dispute may be served on me or my personal representatives by serving it at my mailing or release address.

## 11. RESPONSIBILITY FOR CUSTOMER'S TERMINAL

Access to Citibank Online is remotely provided and requires me to select and operate a Customer's Terminal and access

telecommunication and network systems of my choice. Poorly configured or inadequately maintained equipment may represent a significant risk to Citibank Online and my Account(s).

You may elect to restrict the telecommunications and network systems, and types of Customer's Terminal, which may be used to access Citibank Online, including by requiring Customer's Terminal to have certain characteristics (including, without limitation, by requiring certain operating systems or particular versions thereof, by requiring particular software to be installed, or by limiting access where a Customer's Terminal is detected to have been jailbroken, rooted or otherwise tampered with) or prohibiting access where Citibank Online is accessed through certain telecommunication or network systems (including, without limitation, where there is any attempt to obtain access to Citibank Online through any software for enabling anonymous communication).

I understand that in connection with devices and equipment (including, without limitation, Customer's Terminal) which may or will be used in connection with access to Citibank Online, you recommend that:

- 11.1. password or biometric authentication is enabled, set to reactivate where the device is inactive for a period of time, and a system lock out is enabled where incorrect credentials are presented too many times;
- 11.2. device encryption be enabled (including by upgrading to newer versions of operating systems to receive support for such encryption) and all provided security systems are invoked;
- 11.3. wireless networks which are "open" or unsecured (i.e. which may be connected to without first entering a password) should be avoided;
- 11.4. I should not keep any of the Access Credentials in clear text or in any public cloud-based sharing or backup facility;
- 11.5. updates and patches provided by the manufacturer or the device, or telecommunications provider, and anti-virus or similar software, where appropriate, should be installed/applied regularly;
- 11.6. I take particular care where using any equipment, software or material of unknown provenance (including, without limitation, where I am travelling and choose to access Citibank Online through computers at an Internet cafe or through a hotel's unsecured wireless network);
- 11.7. I only install applications from trusted sources or the screened/official market-places, even though this does not always guarantee freedom from Malware. I should take particular care where applications have the ability to access incoming SMS or text messages;
- 11.8. I familiarise myself with the user experience of my device and its security features, and avoid using my device to access Citibank Online if it exhibits unusual or suspicious behavior (including, without limitation, where requests to enter the Access Credentials or other information relating to me spontaneously appears for no explicable reason); and
- 11.9. I do not download or open attachments, or visit links embedded in, unusual or suspicious emails or other electronic communication.

Nevertheless, regardless of the conditions you apply on access to Citibank Online, and whether or not (or the extent to which) I comply with your recommendations, you take no responsibility for the Customer's Terminal or the telecommunication or network systems or other devices or equipment I may use, or any Malware resident on or which affects or controls such devices or equipment (whether installed or activated by my act or omission or otherwise).

You control my access to Citibank Online through verification of the Access Credentials and/or other aspects of my identity through measures which fulfill your internal requirements. Accordingly, where any such devices or equipment permits a third party sufficient access to the Access Credentials and/or other identification information such that the third party is able to access Citibank Online in fulfillment of your internal requirements and without any breach of your security, such third party may gain access to Citibank Online for purposes of effecting banking transactions as if they were me, and I will remain fully responsible for all such access to Citibank Online by such third party, except in the case of your gross negligence or wilful default.

If you are unable to distinguish between me and such third party, this will result in significant risks to both you and me, since you may approve applications for new or additional accounts or provide my account balance, transaction history or other details to such third party upon their request, if the third party gains access to Citibank Online for purposes of effecting banking transactions using the Access Credentials and/or other aspects of my identity.

I shall indemnify you for any losses or expenses you may suffer arising from any such access, except where such losses or expenses are a direct result of your gross negligence or wilful default.

## **C. GENERAL TERMS AND CONDITIONS**

1. Citibank Online enables me to have direct access to the Account(s) and/or to effect certain banking transactions, (including, without limitation, secure email which comprises the activation of the transactions listed in the pre-structured electronic instruction form and the transmission of instructions to you, funds transfer and bill payments) by electronic means via the Customer's Terminal, including by way of the Citi Mobile® App. My Use of the Services shall be subject to the Terms, the applicable Account terms and conditions of Citibank and the specific terms and conditions in respect of the relevant service(s) and/or product(s) and to such other terms and conditions as you may at your absolute discretion determine from time to time.
2. You may at your absolute discretion, vary, amend or modify any one or more provisions of these terms and conditions at any



time with reasonable notice to me and such changes shall bind me and my legal representatives, successors, assigns and the beneficiaries of my estate.

3. Where you in your absolute discretion make Citibank Online available to me, I shall be allocated an ATM-PIN, which you shall notify to me. I will also be allocated a CIN if I do not already have one.

In order to gain access to Citibank Online and/or use and/or access certain aspects, features or services of Citibank Online or other specific services prescribed by you from time to time (including to effect banking transactions through Citibank Online), I shall use the Access Credentials in accordance with your latest instructions, procedures and directions. I agree to follow any instructions, procedures and directions relating to the use of Citibank Online or the Access Credentials as issued and amended by you from time to time.

You may send me my OSD by ordinary post at my sole risk. The OSD shall remain your property at all times and I must immediately surrender it to you upon request which you may make any time at your absolute discretion. I shall keep my OSD in a safe place and shall take all care to prevent it from being lost or disclosed to any person. In the event I lose my OSD, I shall inform you immediately.

I am responsible for keeping the Access Credentials confidential, and I shall not reveal any of the Access Credentials to any unauthorized party and shall take all steps to prevent discovery of the Access Credentials by any unauthorized party.

For security purposes, it is recommended that I memorize my CIN, ATM-PIN, Unlock Code (instead of recording it down) and that I change my ATM-PIN regularly. I may, from time to time, change my ATM-PIN by using the Change ATM-PIN screen within Citibank Online, and you will be entitled at your absolute discretion to reject any number I select as my substitute ATM-PIN without giving any reason therefore. In the event that my ATM-PIN or Unlock Code is disclosed or discovered by any unauthorized party, I shall immediately change my ATM-PIN.

You shall not be liable for any loss I suffer as a result of any unauthorized use of any of the Access Credentials due to my negligence.

4. I authorize you to notify me of my OTP via SMS or OSD. If notification is via SMS, I understand that you will send the SMS notification to my mobile phone number that you have on record. I acknowledge that in order for you to notify me of my OTP via SMS, I must provide you with my current mobile phone number.

I agree that you shall not be liable if I am unable to gain access to my OTP (except in the case of your gross negligence or willful default). I agree not to disassemble, decompile, copy, modify or reverse engineer any of the Access Credentials or assist anyone else to do so whether directly or indirectly.

5. Certain aspects, features or services of Citibank Online or other specific services prescribed by you from time to time are only available for use on Prescribed Devices. To access such aspects, features or services, I acknowledge that I may be required to activate the relevant aspect, feature or service by registering the relevant mobile device for such aspects, features or services, in accordance with your latest instructions, procedures and directions. Once the mobile device has been registered, information about my Account(s) can be accessed using any biometric data enrolled or stored on such mobile device.

I agree that you owe no duty to verify that each biometric data that is enrolled or stored on a Prescribed Device belongs to me. All use and access of such aspects, features or services belongs to me referable to any biometric data stored or enrolled on a Prescribed Device (whether such access or use is authorised by me or not) shall be deemed to be use of or access to such aspects, features or services by me.

I agree that the Biometric Authentication Features is proprietary to third party(ies) and that its use shall be in accordance with the applicable terms and conditions of the third party provider of the relevant Biometric Authentication Features. You shall not be liable or responsible for any loss, damage, penalties or expenses arising directly or indirectly in connection with the use of any Biometric Authentication Features in conjunction with such aspects, features or services.

I shall not enrol any third party biometric data or permit any third parties to enrol their biometric data on the Prescribed Device, as doing so may enable such third parties to access my Account(s) and to perform transactions through Citibank Online or such other specific services prescribed by you from time to time. Furthermore, I shall delete any third party biometric data enrolled onto a mobile device prior to activating the relevant Biometric Authentication Features for use in conjunction with Citibank Online on the relevant mobile device. I agree to immediately de-activate the relevant Biometric Authentication Features for use in conjunction with Citibank Online on the relevant mobile device if at any time any third party biometric data is enrolled onto the mobile device. If despite the conditions above a third party's biometric data is enrolled onto the mobile device and I activate or continue to access the relevant Biometric Authentication Features for use in conjunction with Citibank Online on the relevant mobile device, I agree that access by third parties to my Account(s) and performance of transactions by such persons will be considered as authorised by me and I shall be responsible and liable for the same.

6. All use and/or access of the various aspects features or services of Citibank Online which are identified by any use of the Access Credentials shall be deemed to be use and/or access by me. I authorize you to act upon any instructions, which are identified by any use of the Access Credentials ("Citibank Online Use") (whether such access or use is authorised by me or not, unless you have actual knowledge such instruction was not made or authorised by me). I agree that you shall not be obliged to investigate or verify the authenticity, the authority or the identity of any persons effecting any such instructions or the authenticity, accuracy and completeness of such instructions. Such instructions, upon receipt by you, shall be effected at your absolute discretion.
7. The Services are available 24 hours a day, 7 days a week unless otherwise stipulated by Citi. However, some or all of the Services that may be accessed through Citibank Online may not be available at certain times due to the maintenance and/or malfunction of the Citibank system. In the event of such unavailability, I may call 24-Hour CitiPhone Banking at +65 6224 5757 or visit a Citibank branch to conduct my banking transactions. I agree that you will not be responsible for the timeliness, deletion, mis-delivery or failure to

store any user data, communications or personalized settings or my failure to access Citibank Online or any of the Services (except in the case of your gross negligence or willful default).

My role is extremely important in the prevention of any unauthorized use or operation of my Account(s). I must promptly examine my statements upon receipt. If I discover any discrepancies, omissions, debits wrongly made, inaccuracies or incorrect entries in my statement, I must immediately call 24-Hour CitiPhone Banking at +65 6224 5757.

In addition, I should take precautions to protect my personal identification information such as the Access Credentials. This information by itself or together with information on my Account(s) may allow unauthorized access to and/or operation of my Account(s). It is my responsibility to protect my personal identification information and my Account(s) information. I am responsible for the use and operation of my Accounts, whether authorized by me or not.

If I believe that any of the Access Credentials may have been lost or stolen, or that someone has transferred or may transfer money from my Account(s) or otherwise has operated my Account(s) without my permission, I should notify you immediately by calling 24-Hour CitiPhone Banking at +65 6224 5757.

8. You shall not be liable for acting upon such instructions which are identified by any use of the Access Credentials (whether such access or use is authorised by me or not, unless you have actual knowledge such instruction was not made or authorised by me). Such instructions shall be deemed irrevocable and binding on me upon your receipt of the same notwithstanding any error, inaccuracy, incompleteness, lack of clarity or misunderstanding in respect of the terms of such instructions except in cases of your gross negligence, willful default or fraud. I shall notify you immediately upon receipt of incomplete, garbled or inaccurate data or information from you. I shall also notify you immediately upon receipt of any data or information which is not intended for me and I shall delete such data or information from the Customer's Terminal immediately. I also agree to comply with all applicable laws, including import and export control laws and regulations.
9. I shall accept full responsibility for all transactions executed via Citibank Online and in particular for ensuring the accuracy and completeness of my instructions.
10. I agree that you may at your reasonable discretion without prior notice to me cancel or refuse to execute my instructions at any time without furnishing any reason and without incurring any liability. I also accept that all information and/or instructions will be transmitted to and/or stored at various locations and be accessed by your personnel (and your affiliates). You are authorised to provide any information or details relating to me or my Account(s) to any relevant third party (including the internet service provider or information provider) so far as is necessary to give effect to any instructions.
11. You shall be entitled, but not obliged, to verify any instructions given via Citibank Online by calling back online or via telephone or any other means.
12. I represent that to the best of my knowledge, the Customer's Terminal and any other computer system through which access may be effected by any use of any of the Access Credentials are free from any electronic, mechanical, data failure or corruption, computer viruses and bugs. I agree that neither you, any of your branches or subsidiaries nor any affiliate or subsidiary of Citibank, N.A. or Citigroup, Inc. are responsible for any electronic, mechanical, data failure or corruption, computer viruses, bugs or related problems that may be attributable to services provided by any internet service provider or information service provider, network provider, content provider, any server or such other equivalent system.
13. I acknowledge that all proprietary rights relating to and in connection with Citibank Online (including without limitation the Citibank web site) and all updates thereof, including without limitation any title, trade mark rights, patent rights and copyrights, shall at all times vest and remain vested in you.
14. You shall not be liable for and I shall indemnify you and hold you harmless on a reasonable basis from and against any consequences, claims, proceedings, losses, damages or expenses (including all legal cost) whatsoever and howsoever caused (except in the case of your gross negligence, willful default or fraud) that may arise or be incurred or suffered by you or any other party in providing Citibank Online to me, whether or not arising from or in connection with and including but not limited to the following:
  - 14.1. your taking of any instructions via Citibank Online and acting upon them in good faith;
  - 14.2. the improper or unauthorized use of Citibank Online and/or the Access Credentials;
  - 14.3. any damage to the Customer's Terminal, related facilities or software as a result of any access to Citibank Online effected by my Use of the Service(s);
  - 14.4. any loss or damage caused by any access effected by my Use and/or my Use of the Service(s) being prohibited, restricted, delayed or otherwise affected by (i) the laws and regulations of the country from where the Service(s) is accessed and/or the terms and conditions prescribed by the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system in such country of access; (ii) any law or regulation of any jurisdiction, regional or international authority which governs any use or any component of Citibank Online, the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (iii) any act or omission by the relevant internet service provider, information service provider, network provider, content provider, server or such other equivalent system; (iv) your modifying, maintaining or upgrading the Citibank web site; and/or (v) your terminating or modifying Citibank Online;
  - 14.5. any loss or damage suffered or incurred by me or any other party as a result of my relying or acting or omitting to act upon any information which you obtain from any third party (including without limitation any pricing, stock quotes, estimates and descriptions of any merchandise, product and service ("Third Party Information"));

- 14.6. any access (or inability or delay in accessing) and/or use of any browser which you provide to allow access to Citibank Online, effected by my Use of the Services, or for any defect in any such browser;
- 14.7. any errors or omissions in the information and materials contained in the Citibank web site;
- 14.8. any delay or failure in any transmission, dispatch or communication facilities; or
- 14.9. any variation, cancellation or discontinuation of Citibank Online or any part thereof by you.
15. All communications through Citibank Online which fulfil your internal requirements shall be deemed to be valid, accurate and authentic and binding, and given the same effect as, written and/ or signed documentary communications. I agree not to dispute the validity, accuracy or authenticity of any evidence of any instructions and communication effected by my Use of the Services, including such evidence in the form of your computer records, transaction logs, magnetic tapes, cartridges, computer printouts, copies of any communication, or any other form of electronic information storage. I further agree that the foregoing shall be binding and conclusive evidence of such instructions effected by my Use of the Services and communications received or dispatched by you save in the case of manifest or clerical error.
16. I understand that any access to Citibank Online will be effected through the internet service provider, information service provider, network provider, content provider, server or such other equivalent system in the country from where such service is accessed, and to this extent such access will also be subject to and governed by the relevant laws and regulations of such internet service provider, information service provider, network provider, content provider, server or such other equivalent system.
17. You may at your absolute discretion and at any time with reasonable notice:
  - 17.1. impose a fee for my Use of the Services, and for any re-extension thereof; and
  - 17.2. modify, restrict, withdraw or suspend any Service under Citibank Online without giving any reason therefore (save where suspension is required by law in which case you may immediately do so without notice), and you shall not be liable to me for any loss or damage I or any other party may suffer as a result thereof.
18. Where you as part of Citibank Online provide me with any Third Party Information, I acknowledge and agree that you do not thereby warrant the accuracy or completeness of any such Third Party Information.
19. Where you provide me (whether online or by way of CD-ROM) with a browser for the purpose of accessing Citibank Online, my use of the browser is subject to any payment, licensing and/or other terms prescribed by the relevant browser provider.
20. Neither you, any of your branches or subsidiaries, any affiliate or subsidiary of Citibank, N.A. or Citigroup, Inc., any internet service provider, information service provider, network provider, content provider, any server, or such other equivalent system nor any other software supplier makes any express, implied or statutory warranties relating to Citibank Online, the direct access software or services or browser including, but not limited to any warranties of merchantability, satisfactory quality, fitness for a particular purpose or non-infringement of third party proprietary rights unless disclaiming such warranties is prohibited by law.
21. You do not warrant the accuracy, adequacy or completeness of the information and material (including all text, graphics and links to other web sites) contained in your web site.
22. I agree that you have granted me only a non-exclusive license to use the software relating to and in connection with Citibank Online. This allows me to use such software only for its intended purposes as provided hereunder. I shall not distribute, disassemble, decompile, copy, modify or reverse engineer any of such software or allow anyone else to do so. Citibank Online gives me access to services and information from you, any of your branches or subsidiaries, or any affiliate or subsidiary of Citibank, N.A. or Citigroup, Inc., which may be presented with a distinctive "look and feel". These services, information and "look and feel" are your proprietary property. I may use such services only for my personal, non-business use and may not reproduce, sell or distribute all or any portion of the information provided to me by such services.
23. Although you shall use reasonable endeavours to ensure that Citibank Online is secure and cannot be accessed by unauthorized third parties, you do not warrant the security or confidentiality of any information transmitted through any internet service provider, information service provider, network provider, content provider, any server or such other equivalent system in any jurisdiction via Citibank Online.
24. My use of Citibank Online is personal to me, therefore I agree not to resell or make any commercial use of services available on Citibank Online. I agree that I shall not use the services available on Citibank Online for illegal purposes or for the transmission of material that is unlawful, harassing, libelous (untrue and damaging to others) invasive of another's privacy, abusive, threatening, obscene or that infringes the rights of others.
25. Citibank Online may be varied, cancelled or discontinued by you at any time with reasonable notice to me. After cancellation or discontinuation, Citibank Online may be reinstated in such manner and form on such terms and conditions as you may determine at your absolute discretion.
26. You shall use reasonable precautions to maintain the confidentiality of the information I have provided to you and the information I have created, inputted or developed in connection with my Use of the Services but because such information can be accessed through the internet I hereby acknowledge and agree that there can be no assurance that the information provided to me through the Services or any communication through email will remain secure. In addition, you may disclose such information to your employees, representatives, officers, agents and affiliates, as well as government entity or any other third party agent or service

provider (a) for any purpose related to the conduct of your business or to the offering, providing or maintaining the Services (b) to comply with applicable rules, orders, subpoenas or other legal process, or in order to give information to any government agency or official requesting such information, or (c) for any other legitimate business purpose.

27. I expressly understand and agree that my use of the Services is at my sole risk. The Service is provided on an "As Is" and "As Available" basis.

You expressly disclaim all warranties of any kind, whether express or implied, including, but not limited to the implied warranties of merchantability, fitness for a particular purpose and non-infringement.

You make no warranty that (i) the Service will meet my requirements, (ii) the Service will be uninterrupted, timely, secure or error-free, (iii) the results that may be obtained from the Use of the Service will be accurate or reliable, (iv) the quality of any products, services, information or other material purchased or obtained by you through the Service will meet my expectation, and (v) any errors in the technology will be corrected.

Any material downloaded or otherwise obtained through the Use of the Service is done at my own discretion and risk and you are not responsible for any damage to computer system or loss of data that results from the download of any such material. No advice or information, whether oral or written, obtained by you from me or through or from the Service will create any warranty not expressly stated in these terms.

To the extent that any part of this section is not consistent with any other part of these terms, then this section will prevail.

28. I understand that I am required to be cautious when browsing on the internet and to use good judgment and discretion when making purchases, obtaining information, or transmitting information and I understand the risks associated with providing any personal information or payment instructions on unfamiliar, suspicious or unsecured websites (such as the risk of theft of the Access Credentials). From the Citibank web site, I may visit or be directed to sites containing information or material that may be offensive or inappropriate. You make no effort to review the content of these sites, nor are you responsible for the validity, legality, copyright compliance, or decency of the content contained in these sites. In addition I understand that you do not endorse or control the content of any such sites and are not responsible or liable for any content, even though it could be unlawful, harassing, libelous, privacy invading for content that infringes or may infringe upon the intellectual property or other rights of another. I acknowledge that you do not pre-screen content, but that you and your designees will have the right (but not the obligation) in your sole discretion to refuse, edit, move or remove any content that is available via Citibank Online.

29. I agree that you will not be liable for any harm direct, indirect, incidental, special, consequential or exemplary damages, including, but not limited to, damages for loss of profits, goodwill, use, data or other intangible losses, even if you have been advised of the possibility of such damages, resulting from (i) the Use or the inability to use the Services or Citibank Online (ii) the cost of getting substitute goods and services resulting from any products, data, information or services purchased or obtained or messages received or transactions entered into through or from the Services or Citibank Online (iii) unauthorized access to or alteration of your transmission of data (iv) statement(s) or conduct of anyone on the Services or Citibank Online; or (v) any other matter relating the Services or Citibank Online.

30. Except when caused by your intentional misconduct or gross negligence, I agree to protect and fully compensate on a reasonable basis you and your affiliates and service providers from any and all other third party claims, liability, damages, expenses and costs (including, but not limited to, reasonable attorney fees) caused by or arising from my violation of the terms of my infringement, or infringement by any other user of my Account, of any intellectual property or other right of anyone.

31. You reserve the right to change or discontinue, temporarily or permanently, the Services or any part of Citibank Online at anytime without prior notice to me. In order to maintain the security and integrity of the service you may also suspend my access to the service at any time without prior notice to me. I agree that you will not be liable to me or any third party for any modification or discontinuance of the service.

32. You are not obliged to take any steps or carry out any transaction or service contemplated under the Terms (including but not limited to such obligations imposed on you or agreed to by you herein) or provided under Citibank Online if you believe that the taking of such step or carrying out of such transaction or service will be in contravention of any applicable law, regulation or directive.

33. You may broadcast notices or messages through Citibank Online to inform me of changes to the Terms, the Services, or other matters of importance; such broadcasts shall constitute notice to me. All notices to you must be made in writing. If any provision of these Terms is held to be unenforceable, then such provision shall be construed, as nearly as possible, to reflect the intentions of the parties with the other provisions remaining in full force and effect. The laws of Singapore apply to the Terms without giving effect to its conflicts of laws provisions. The Terms constitute the entire understanding between you and me about the Services.

#### **D. ADDITIONAL TERMS AND CONDITIONS APPLICABLE TO GVA SERVICES IN RESPECT OF ACCOUNTS IN THE US**

THIS USER AGREEMENT FOR THE GLOBAL VIEW OF ACCOUNTS SERVICE ("AGREEMENT") SETS FORTH THE TERMS AND CONDITIONS UNDER WHICH I MAY FROM TIME TO RECEIVE INFORMATION AND OTHER SERVICES ABOUT MY CITI ACCOUNTS (AS DEFINED BELOW) WHILE USING THE ONLINE BANKING SERVICE (WHETHER CALLED "CITIBANK ONLINE" OR OTHER NAME) OFFERED BY THE COUNTRY AT WHICH I AM CURRENTLY LOGGED IN (THE "HOME COUNTRY"). THESE TERMS AND CONDITIONS AFFECT MY RIGHTS AND I SHOULD READ THEM CAREFULLY. BY CLICKING THE "I AGREE" BUTTON BELOW, I AGREE TO THE TERMS AND CONDITIONS SET FORTH IN THIS AGREEMENT.

This Agreement governs my access to and, to the extent permitted, use certain electronic services now or hereafter made available to me by you (the "Services") on the Internet about my account relationships with Citibank, N.A., Citibank Singapore Limited and other Citigroup businesses (the "Citi accounts") via the Citibank client Web site offered by and located in the Home Country where I am now logged in (the "Web site"), including electronic access to information about my Citibank accounts. This Agreement represents the entire agreement between you and I with regard to my access to and use of the Web site and the Services, as defined herein. Before I can use the Services or access the Web site, I must accept the terms and conditions of the Agreement. I should retain a copy for my records.

## **DESCRIPTION OF THE SERVICES**

The Web site gives me online access to Information and Services, and allows me to download certain Information (as defined below) to a personal computer or other electronic device. Access to the Web site is provided via the Internet and the World Wide Web, through an unaffiliated Internet Service Provider. If and to the extent available, the Services and Information may include:

Information about banking, investment, insurance and related products and services which may be tailored to address my financial objectives and to reflect my interests based on, among other things, information provided by me.

Personalized investment information and investment advice, including recommendations regarding specific securities and investment vehicles such as mutual funds that are, in your opinion, consistent with my investment objectives, based on, among other things, information provided by me.

Electronic access to securities quotations, news stories, research commentaries and other Information provided by Citibank and Other Information Providers.

Online access regarding the status of my Citi accounts, including Information about all or some of my Citi accounts, account holdings, market values, securities positions and cash balances, and information about settled and pending transactions for my account (see "Data Protection; Privacy and Confidentiality- Persistence of Viewed Data On My Computer or Other Access Device" below).

Online execution of certain banking and investment transactions such as fund transfers.

The ability to communicate with you through a secure e-mail function on the Web Site (see "Data Protection; Privacy and Confidentiality" below).

## **ADDITIONAL SERVICES**

You may offer additional products and services via the Web site from time to time that are governed by different or additional terms and conditions. Such products and services are subject to any disclosures or disclaimers found therein. I may receive notice of such additional offerings when I access the Web site.

## **POTENTIAL DISCLOSURE OF CONSOLIDATED AND LINKED ACCOUNT INFORMATION**

In order to enable me to view information about my Citi accounts via the Web site, I must transfer information about my Citi accounts to the Web site from the Citi branch, business, subsidiary or affiliate where the Citi accounts are held, and then consolidate and link that information to provide me with access to that information via the Web site. This information may reside, temporarily or permanently, on the Web site, and will be subject to the legal systems and laws in force in the jurisdiction where the relevant account is maintained and the jurisdiction of my residence or citizenship. I expressly acknowledge and agree, therefore, that my ability to access and download such account information via the Web site may enable third parties, including official bodies and authorities and private persons, to compel me to disclose my interest therein and/or my Citi account relationships to other persons that have an interest therein, and I accept the consequences that may result from such linkage and disclosure.

## **SCOPE OF AGREEMENT**

The Agreement is in addition to, and does not modify any other agreement governing my Citi account relationships with Citi. Accounts and other services made available to me via the Web site will be governed by separate agreements between me and the account issuing institution, although those agreements will be deemed to have been supplemented by the terms of this Agreement when I access them via the Web site. By accessing the Web site and using the Services, I agree to comply with all rules or restrictions contained in this Agreement, as modified from time to time. In the event of any conflict between the terms of this Agreement and your Client Manual or any other agreement(s) governing the terms of my Citi accounts (each, an "Account Agreement"), the terms of the Account Agreement will prevail.

By accessing and using the Web site, I will be presumed to have notice of the most recent version of this Agreement. You will notify me of changes to this Agreement. I will review the terms of this Agreement from time to time. If I use the Web site and the Services after a change in this Agreement, I will be bound by all such changes.

If I have any questions about the terms of this Agreement, I will contact my account issuing institution.

## **EXECUTING THIS AGREEMENT**

I may be asked to agree to or accept the terms and conditions of this Agreement by clicking on an "I agree", "I consent" or other similarly worded button or entry field with my mouse, keystroke, or other computer device and by doing so I also agree to the following:

I request access generally to the Web site.

I request that ALL my Citi accounts in my name will automatically appear as part of my Home Country home page in the Web site, including any accounts that are jointly owned by me and another party or parties.

I request that information be made available to you on the Web site for each account, if any, for which I currently receive information or that I have otherwise designated to my Citibank banker for this purpose ("Designated Accounts").

I consent to receive this Agreement and all future notices, information and regulatory disclosures related to the Web site in electronic form and I confirm that I have available the software and hardware required to view and retain such information.

I agree to provide you with your external e-mail address and to notify you promptly if my external e-mail address changes.

I acknowledge and agree that I have read and agree to be bound by this Agreement.

I acknowledge that during my use of the Web site, information about me, my accounts, and my relationship with Citibank may be transferred cross-border, and, to the extent permitted by applicable laws, I hereby consent to such transfer and release you from any duty you might otherwise have to observe the banking secrecy and / or privacy laws of any relevant jurisdiction.

By accessing the Web site and using the Services following my acceptance of this Agreement, I agree to comply with all rules or restrictions contained in this Agreement, as modified from time to time.

#### **ADDITIONAL DEFINED TERMS**

"I," "we," "us" and "ours" refers to me, the individual requesting access to the Web site and the Services. Where the context so admits, "I," "we," "us" and "ours" may also mean any "Third Party Users" - persons that I authorized to access my account information in a Third-Party User Agreement.

"Citi," "Citigold" and "you," "your," or "yours," refers to collectively, as maybe applicable to me, Citibank, N.A., Citibank Singapore Limited and/or affiliated entities. Affiliated entities include Citigroup Global Markets Inc., CitiMortgage, Inc. and other subsidiaries of Citigroup Inc. with which I may have an account relationship or which may otherwise provide Services under the Agreement.

"Information" means an account balance, status, securities quotations and any other quotations (such as foreign exchange or interest rates), research commentaries, and news stories and any other information provided through the Web site by Citi or any unaffiliated third party vendor ("Other Information Provider").

"Information provided by me" means any information provided by me regarding my investment objectives, risk tolerance levels or interest in particular products or services, and my transactions via the Web site, including any data you compile from my usage of the Web site.

"Other Software Supplier" means any affiliated or unaffiliated supplier of software used on, or used to access, the Web site.

My User Information is my private entry key into the Web site. I should never share it with anyone, including any Third Party Users. Identifier requirements and procedures for changing my User Information from time to time will be provided on the Web site.

#### **CROSS BORDER DATA TRANSFER AND SECRECY WAIVER**

You currently intend to provide the Services to me through facilities located in the United States and facilities outside the United States. In addition, in order to create and maintain a user profile for me, and to provide the Services to me via the Web site, you may need to access information about me, my accounts and my relationship with you from or through - or send such information to - Citi branches, affiliates or service providers (including Citi affiliates with which I maintain an account relationship) that are located outside the jurisdiction where the relevant account is maintained and may be located outside the United States. Such information may temporarily or permanently reside in locations outside of the United States or the jurisdiction where the relevant account is maintained and such information therefore may be subject to supervision by the regulatory authorities in each jurisdiction where services are performed or information resides, as well as in New York or the jurisdiction where the relevant account is maintained and in the jurisdiction of my residence or citizenship. If I am a resident of the European Union, such other countries may not offer "adequate protection" for the purposes of directive 95/46/EC of the European Union (as amended).

Therefore, in consideration of the Services provided to me, I hereby authorize and consent to such cross-border access. In addition, except where prohibited by law, I hereby release you from any duty you might otherwise have to observe the banking secrecy and / or privacy laws of any relevant jurisdiction, and I authorize you to access information about me, my Citi accounts and my relationship with you, via the Internet, from inside and outside the country where I maintain my account relationship with you and from inside and outside the country where my accounts with you are booked and/or serviced. I also hereby authorize you to disclose to other Citi offices such information regarding me (including, in the case of accounts held in the name of a private investment company, Trust or other entity, information about the beneficial owner(s) or donors thereof), my accounts and my relationship with you as may be required from time to time to provide such Services to me. I expressly acknowledge and agree that in doing so, data about me, my accounts and my relationship with you will be transferred cross-border.

I also acknowledge that the information available to me via the Web site, including my Citi account information, can become subject to the legal systems and laws in force in each state or country (a) where it is held, received or stored by you or I, (b) from where it is accessed by you or I, or (c) through which it passes. I understand that the information can become subject to disclosure pursuant to the laws of those states or countries and I acknowledge and accept the consequences that may result from such disclosure. In addition, because my account(s) may include information about more than one individual (e.g. where I maintain a joint account) and about my business relations with you, I acknowledge and accept that statements released to comply with legal process may contain information regarding my relationship with these individuals and with you.

## The Services and Information Do Not Constitute an Offer or Solicitation

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

### **MOST INVESTMENT PRODUCTS HAVE RISK**

I acknowledge and understand that investment products referenced on the Web site and purchased or sold through Citi or its affiliated companies:

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

### **DATA PROTECTION; PRIVACY AND CONFIDENTIALITY**

For a full statement of the policies and procedures governing the privacy and security of information I submit to Citi or that Citi collects about me, I will contact Citi or the affiliate with which I have a Citi account relationship for a copy of its privacy statement or policy.

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

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

### **ACCESSING THE WEB SITE**

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

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

#### **Lost or Stolen Access Devices**

If I use software that you have given me to access the Web site, I will remember that this software is valuable, and it is important for me to exercise care with it. I will never lend it to anyone. I will contact you immediately if I think such software has been stolen or lost or if I believe that an unauthorized person has obtained access my User Information.

### **MY REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

I represent and warrant that this Agreement is my legal, valid and binding obligation, enforceable against me in accordance with its terms. Furthermore, by accessing the Web site, I:

Represent on a continuing basis that I am authorized to view any account, subaccount or portfolio for which I have requested access;

Represent on a continuing basis that I have observed and will continue to observe all laws and regulations applicable to me and my activities in respect of my use of the Web site;

Agree that you can, in providing the Services and Information to me, rely on the financial and other information provided by me to you from time to time; and

Agree that Citi and its agents and support services providers may download certain information to my computer or other access device.

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

Citi makes no warranties or promises to me regarding the following:

- (a) **Completeness, Accuracy and Timeliness of Information:** Citi does not guarantee the accuracy, completeness, sequence or timeliness of the Information, nor will you have any responsibility for indirect, consequential, or special damages I may incur (i) for any reliance by me on Information or for the reliability, accuracy, completeness, sequence or timelines thereof; (ii) for any delays or errors in the transmission or delivery of any part of the Information or Services; or (iii) for any use of Citi Web Mail or external e-mail.

- (b) Timeliness of Price Quotations on the Web site: Any quotations or prices provided as part of the Services may be delayed and may not reflect the prices at which the applicable securities may be bought or sold or the rates at which a transaction may be executed. I should not make any decision to buy or sell securities based on such quotations or prices. If I wish to execute a transaction on-line I should note that the rates quoted are valid for only a limited period of time and if the transaction is not completed within such period, I will not be entitled to transact at that rate.
- (c) Continuation of the Services: Citi does not guarantee that it will continue to make the Information, the Services or the Web site available to me, whether by the same methods currently used or otherwise. I agree not to hold Citi liable for any damages arising from a discontinuation or modification of all or part of the Services, the Information or the Web site.
- (d) Computer Viruses: Citi shall not be liable for any harm caused by the transmission by a third party through the Services, the Information or the Web site of a computer virus, or other computer code or programming device that might be used to access, modify, delete, damage, corrupt, deactivate, disable, disrupt or otherwise impede in any manner the operation of the Services or any of your software, hardware, data or property.
- (e) Information and Software of Third Parties: Citi makes no representation and assumes no liability regarding the quality, accuracy or suitability of any information or software found on any other site not under Citi's control, or software or hardware developed by any third party that Citi distributes to me.

#### **LIMITATIONS ON THE LIABILITY OF CITI AND OTHER SERVICE PROVIDERS**

Except as set forth in this Agreement or due to the gross negligence or willful default of Citi or its officers, employees or agents, neither Citi nor any Other Information Provider shall be responsible for, except as otherwise provided by law, any direct, indirect, special, incidental or consequential damages (regardless of whether such damages were reasonably foreseeable) arising in any way out of:

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

Subject to the provisions herein, if you are found liable for my acts or omissions for any reason whatsoever, your liability shall be limited to the amount of the relevant transaction or my direct damages, whichever is less. In no event shall Citi or any Other Information Provider be liable to me or any other person for any incidental, indirect, special, consequential or exemplary damages including, without limitation, any loss of use, revenue, profits or savings.

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

NEITHER CITI NOR ANY OTHER INFORMATION PROVIDER OR OTHER SOFTWARE SUPPLIER MAKES ANY EXPRESS OR IMPLIED WARRANTIES CONCERNING SOFTWARE OR SERVICES MADE AVAILABLE TO ME THROUGH OR IN CONNECTION WITH THE WEB SITE OR CONCERNING ANY BROWSER USED TO ACCESS THE WEB SITE INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, ERROR-FREE OR UNINTERRUPTED SERVICES OR NON-INFRINGEMENT OF THIRD PARTY PROPRIETARY RIGHTS UNLESS AND ONLY TO THE EXTENT THAT DISCLAIMING SUCH WARRANTIES IS PROHIBITED BY LAW.

#### **INFORMATION PROVIDED ON THE WEB SITE**

The Information is delivered to me on a confidential basis solely for my personal, non-commercial use. It may not be reproduced in whole or in part, and its use by any other person is prohibited. I may download such Information to my personal computer or other electronic device and print out a hard copy for my personal reference, provided that I agree not to remove any copyright or other notices contained therein.

Unless otherwise stated, all account data and other Information provided to me via the Web site is provided as a convenience and for



my information; it is not the official record of my account activity with Citi; your Citi account statement remains such official record. Account data provided through the Web site is generally updated as of the prior business day's close of business, but is subject to adjustment and correction. Therefore, I should not rely upon it for taking any action without first confirming its accuracy and completeness with my Relationship Manager. You do not accept any responsibility for any loss or damage that results if I take action (including, without limitation, the acceptance of any transaction via the Web site) without first contacting my account issuing institution to confirm the accuracy and completeness of my account data on the Web site. In the event of any discrepancy between the Information I view on the Web site and my Citi account statements, advices and confirmations, the latter shall be considered the official records of the accounts to which they relate.

### **Information on the Web site is Subject to Change**

The accuracy, completeness, sequencing or timeliness of Information provided to me on the Web site is not guaranteed by Citi or any Other Information Provider and is subject to change. Dated Information or other dated material contained on the Web site reflects the authors' analysis as of the published date. Neither Citi nor any Other Information Provider is under an obligation to update such Information or other material or to reflect circumstances that may occur after the earlier of the date first appearing on the Web site or the date contained in the Information or other materials.

### **The Web site May Not be Used for Certain Purposes**

I may use the Web site only for its intended purpose and may not reproduce, sell or distribute all or any portion of the Information provided to me through the Web site. The Web site uses proprietary software of Citi and Other Software Suppliers. If you give me software to use with the Web site, I agree that I will be granted a non-exclusive license to use such software. This license allows me to use the software only for its intended purposes as provided in this Agreement. I may not disassemble, decompile, copy, modify or reverse engineer any of the software or allow anyone else to do so.

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

### **Citi and Other Information Providers Have Property Rights in the Web site, the Information and the Services**

The Services and any Information provided by Citi and Other Information Providers are protected by applicable copyright, patent, trademark or other intellectual property laws. Except as expressly authorized herein, I may not reproduce, transmit, sell, display, distribute, publish, broadcast, circulate, modify, disseminate or commercially exploit such Information or any of the Services provided in any manner (including electronic, print or other media now known or hereafter developed) without Citi's prior written consent.

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

The Web site gives me access to the Services and to Information provided by Citi and Other Information Providers, which may be presented with a distinctive "look and feel". These Services, Information and "look and feel" are proprietary property of Citi and such Other Information Providers.

I agree that any ideas, concepts, comments, suggestions, techniques or know-how (collectively, "Submissions") I submit to you about the Web site is the exclusive property of Citi, and that you can use such Submissions for your own commercial benefit without being required to compensate me. I hereby irrevocably transfer and assign to Citi all copyright or other rights I may have in the Submissions.

### **Linking from the Citi Web site to Other Web sites**

If I use the Services or the links included on the Web site to gain access to a World Wide Web site or Internet location or source of information of any company, organization or person other than Citi, I acknowledge that such other sites or locations are not under Citi's control and agree that Citi shall not be responsible for any information or other links found at any such World Wide Web site or Internet location or source of information, or for my use of such information. Citi provides such links only as a convenience to me, and has not tested any software or verified any information found at such sites, including the content of any prospectus or sales literature contained on such sites (except with respect to a prospectus or sales literature prepared by Citi). The fact that Citi has provided a link to another site does not signify an endorsement of the site or its contents by Citi or constitute a recommendation by Citi of any security or investment referenced on the site.

### **MY COMMUNICATIONS WITH CITI MAY BE RECORDED ELECTRONICALLY**

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

### **GOVERNING LAW AND SUBMISSION TO JURISDICTION**

This Agreement, as well as Citi's performance of its obligations with respect to this Agreement and the Services provided to me under this Agreement, will be governed by, and construed in accordance with, the laws of the jurisdiction where the relevant Citi account is maintained, including any governmental acts, orders, decrees or regulations applicable to that entity where the account is maintained and, where applicable, by U.S. federal law.

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

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

#### **WAIVER OF JURY TRIAL**

I hereby waive, and Citi also waives, any right either of us may have to a jury trial in any dispute arising from this Agreement or any Services provided to me under this Agreement.

#### **INDEMNIFICATION**

I hereby agree to indemnify and hold harmless Citi (and its directors, officers, employees, control persons, vendors, licensors and agents) and any Internet Service Provider and Other Information Provider from and against, on a reasonable basis, any and all claims, losses, liabilities, damages, costs and expenses (including reasonable attorney's fees and costs) arising out of or related to my breach of my agreements, representations and warranties contained in this Agreement, or the use of the Web site, the Services and the Information by me and by other persons to whom I have provided your User Information. This indemnification shall be binding upon me and my executors, administrators, heirs, successors and permitted assigns.

#### **LIMITATIONS ON SOFTWARE IMPORT AND EXPORT**

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

#### **CHANGES IN TERMS, SERVICES OR FEES**

You can cancel or change the Services or level of Services (including imposing or modifying any terms and/or restrictions applicable to the Services) provided to me via the Web site, and the terms set forth in this Agreement (including any fees), at any time with reasonable notice. While no access fees are currently charged for the Services or the use of the Web site, you reserve the right to charge a user fee in the future. Any fees that Citi may charge would not include any fees separately imposed by an Internet Service Provider or other telecommunications service provider. You may modify the terms of this Agreement at any time by online notice (or written notice) to me, as required by applicable laws and regulations. Any changes will become effective as specified in the notice. If I would like a printed copy of this Agreement, I will contact CitiPhone Banking at +65 6224 5757 and you will send me a copy. If at any time I do not agree to any revision of the Agreement, I must terminate my use of the Services by using the 'deregister' link that is found within the 'Global View of Accounts' section of the Web site. By accessing and using the Web site, I will be presumed to have notice of and to have consented to the most recent version of the Agreement.

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

#### **GENERAL PROVISIONS**

##### **Term of Agreement**

This Agreement will remain in effect until either you or I terminate it. You may cancel this Agreement without penalty, for any reason, and at any time with notice to me. Cancellation of this Agreement will not terminate my accounts or other relationships with you.

##### **Business Days**

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

##### **Binding Effect; Assignments**

This Agreement and my rights and obligations hereunder may not be assigned by me without Citi's written permission, and shall inure to the benefit of my successors or assigns whether by merger, consolidation or otherwise. Any assignment or transfer by me of this

Agreement that is made without Citi's prior written approval will be null and void. This Agreement shall be binding on me, my heirs, executors, legal representatives, successors and permitted assigns. You may assign this Agreement or any of your rights or obligations under this Agreement to a company affiliated with Citi or to any successor company (whether by merger, consolidation or otherwise), or to any other person or entity at any time without my consent.

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

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

### **No Waiver; Remedies**

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

### **Responsibility for Taxes**

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

### **Severability**

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

### **The Services and the Web site May Not Be Available to Certain Persons or at Certain Times**

The Services and access to the Web site may not be available to Citi clients in all Home Countries. In addition, the Services may not be continuously available, and my access to particular Services or Information may be restricted to certain business days and to certain time periods during such business days at our discretion. You are not required to make the Services or access to the Web site available, or to continue to make the Services or such access available, to residents of any jurisdiction where you determine, in your sole judgment, that furnishing them to such persons might be unlawful under the laws of such jurisdiction or the laws of the U.S., or that compliance with either of such laws would be impractical or commercially unreasonable. I will check with my account issuing institution regarding the availability of Services and access to the Web site from your Home Country and country of residence. Not all products or services described on the Web site will be available to all Citi clients in all countries.

### **CONTACTING YOU**

If I require assistance on my Citi Global View of Accounts, I will contact my Relationship Manager or CitiPhone Banking at +65 6224 5757

### **Electronic Consent and Acceptance of Terms and Conditions**

In order to enroll to use the Global View of Accounts Service, I consent to receive and accept the terms and conditions of this User Agreement, and any amendments to it, electronically. I understand that I may withdraw my consent to having this Service provided to me by contacting you through Citibank Online, however, by doing so I understand that I will terminate my right to use the Service. Withdrawing my consent in this manner will not prevent me from re-enrolling to use the Service.

### **Required Equipment**

In order to use the Service and to view and retain a copy of the terms and conditions contained in this Agreement, I understand that I must have a computer equipped with at least: a browser with 128-bit encryption; and either a printer or a disk drive or other electronic storage device. I understand that I can also obtain a printed copy of this Agreement by calling CitiPhone Banking at +65 6224 5757.

### **Consent and Agreement**

By clicking on the "I Agree" "Submit", "Make This Transfer" or such other similar confirming my instructions given through Citibank Online, I agree: (1) I have software and equipment that satisfies the above requirements; (2) to receive information about the Service, including the Agreement and any subsequent amendments to it, electronically; and (3) have received an electronic version of the Agreement and agree to be bound by the terms and conditions contained therein. Because enrollment for the Service can only occur electronically, I understand that I will be unable to proceed if I do not click on this button. Citi reserves the right to provide information and notices about the Service to me by non-electronic means.