



Citibank

CITIBANK TERMS AND CONDITIONS GOVERNING OFFSHORE RENMINBI PRODUCTS AND SERVICES ("TERMS AND CONDITIONS")

A. GENERAL

1. Definitions:

- (i) "Applicable Terms and Conditions" refers to these Terms and Conditions and all applicable terms and conditions imposed by Citibank or such third parties on Offshore RMB Products and Services, including the Citibank Singapore International Personal Bank Terms and Conditions.
- (ii) "Applicable Provisions" refers to any applicable agreement for clearing and settlement of Offshore RMB entered into between Citigroup and any clearing bank or agent and any applicable laws, rules, regulations, policies, circulars and guidelines issued or imposed by any regulatory authority, government agency, clearing or settlement bank or agent, custodian or professional body governing Offshore RMB related activities and services, each as may be amended or updated from time to time.
- (iii) "Citibank" refers to Citibank Singapore Limited.
- (iv) "Citigroup" refers to Citibank and any of its affiliated companies and "Citigroup Entity" refers to any of them.
- (v) "Offshore RMB" refers to offshore RMB.
- (vi) "Offshore RMB Products" refers to products which Citibank may from time to time offer that involves or are denominated in Offshore RMB, including but not limited to any derivatives, deposits, structured deposits, structured notes, premium account/dual currency instruments, mutual funds and bonds.
- (vii) "Offshore RMB Services" refers to services which Citibank may from time to time offer that are denominated in Offshore RMB or involve Offshore RMB Products, including any transfers and withdrawals.
- (viii) "Offshore RMB Products and Services" refer to Offshore RMB Products and Offshore RMB Services.
- (ix) "Renminbi" or "RMB" refers to Renminbi, the lawful currency of the People's Republic of China/Mainland China.
- (x) "US dollars" refers to the lawful currency of the United States of America.

2. You agree that the provision of the Offshore RMB Products and Services are subject to the Applicable Terms and Conditions and the Applicable Provisions. You agree that if there is any inconsistency between the Applicable Terms and Conditions and the Applicable Provisions, the Applicable Provisions shall prevail.

3. You agree that you will at all times comply with all applicable laws, rules and regulations in connection with your holding and use of Offshore RMB Products and Services.

4. You agree and accept that Citibank's ability to operate, provide or perform the Offshore RMB Products and Services may be impaired, suspended (in some cases indefinitely) or rendered impracticable. Further, you agree that Citibank is entitled to reject, terminate, revise or cancel the provision of any Offshore RMB Products and Services and/or transfer or convert any amount in your Offshore RMB denominated account(s) in our reasonable discretion without prior notice to you:

- (i) in order to comply with the Applicable Provisions and the Applicable Terms and Conditions; or
- (ii) upon occurrence of any event which materially restricts or hinders the ability of Citibank to or, if it is impossible, illegal, impracticable for Citibank to obtain, convert, transfer or remit Offshore RMB or to provide or perform the Offshore RMB Products and Services to you due to any reason beyond Citibank's control.

Citigroup shall not be liable and shall not bear any risks for any losses, costs, expenses or charges or other consequences arising or suffered by you as a result of or in connection with the foregoing, including but not limited to the loss of Offshore RMB deposits deposited by Citibank directly or by any Citigroup Entity with any Offshore RMB clearing and settlement bank, clearing house or custodian except in the case of gross negligence, willful default or fraud.

5. You authorise Citibank to report and disclose all and any transaction data and/or information relating to you and/or your Offshore RMB Products and Services to any Citigroup Entity, regulatory authority, government agency, clearing or settlement bank or agent, custodian or professional body or such other third party as may be required by the Applicable Provisions, the Applicable Terms and Conditions or as Citibank may consider appropriate, without prior notice to you.

6. The Terms and Conditions do not contain an exhaustive list of restrictions that apply to the Offshore RMB Products and Services. Restrictions may be imposed from time to time by Citibank and third parties such as regulatory authorities, governments and clearing banks.

7. No physical deposit or withdrawal of Offshore RMB is permitted. There is no physical delivery of Offshore RMB.

8. Subscriptions/placements of Offshore RMB Products can only be effected in US dollars. The US dollar funds received from you will be converted into Offshore RMB. If you would like to effect a subscription or placement of Offshore RMB Products using non-US dollar funds, you will be required to convert your funds to US dollars and thereafter into Offshore RMB. You may therefore suffer losses from the multiple foreign exchange conversions.

9. Citibank will effect a payment obligation to you with respect to your Offshore RMB funds in US dollars, by converting your Offshore RMB to US dollars.
Notwithstanding the above, you can request for a payment of your Offshore RMB funds in a freely-convertible and available currency other than US dollars. Citibank will first convert your Offshore RMB funds to US dollars before converting it to your currency choice.
You may therefore suffer losses from the multiple foreign exchange conversions. In addition, you could potentially receive back less than the full value of the principal amount.
10. Without prejudice to clause 9 above, Citibank may discharge its entire liability to you with respect to your Offshore RMB funds by converting your Offshore RMB funds into US dollars or such other currency as reasonably determined by Citibank.
11. All currency conversions are subject to availability and will be effected based on Citibank's prevailing exchange rate. Citibank shall have the reasonable discretion to not effect any currency conversion without providing any reason. Currency conversions from Offshore RMB to US dollars and vice versa will be done at Citibank's prevailing exchange rates which will be based on the Offshore RMB interbank rates. These Offshore RMB interbank rates may be driven by various factors including market demand and supply and may be significantly different from the Mainland China RMB exchange rates.
The Bank may at its discretion include a spread or markup in the exchange rates quoted.
12. Any inward or outward funds transfers/remittances/telegraphic transfers of Offshore RMB is not permitted. Accordingly, Citibank reserves the right to reject or refuse such transactions.
13. No chequebooks shall be issued and no cheques can be drawn on any Offshore RMB denominated accounts with Citibank.
14. Offshore RMB Products are not subject to the provisions of the Deposit Insurance and Policy Owner's Protection Schemes Act 2011 of Singapore and are not eligible for deposit insurance coverage under the Deposit Insurance Scheme.
15. Citibank may use the currency code "CNH" in advices, statements and other documentation relating to your Offshore RMB Product and Services.
16. Citibank shall have the right, in its sole discretion, to amend the Terms and Conditions from time to time with reasonable notice. Citibank shall not be liable, and shall not bear any risks for any losses, costs expenses or charges or other consequences arising or suffered by you in connection with such amendments.
17. The Terms and Conditions shall be governed by and construed in accordance with Singapore law and you submit to the non-exclusive jurisdiction of the courts of Singapore in all matters pertaining thereto.

B. RISK DISCLOSURE STATEMENT FOR OFFSHORE RENMINBI PRODUCTS AND SERVICES

Key Risks

Certain key risks related to Offshore RMB Products and Services are set out herein. These risks described herein are not intended to be, a complete list of all risks related to Offshore RMB Products and Services. You should understand and be able to accept all risks related to your Offshore RMB Products and Services.

1. Currency Risk

At present, RMB is not freely convertible and conversion of RMB is restricted. The government of the People's Republic of China continues to regulate conversion between RMB and foreign currencies.

There is a risk that government and monetary authorities may impose additional exchange controls that may adversely affect an applicable exchange rate or make it impossible or impractical for you to convert Offshore RMB into your host currency (or any other currency) or may result in significant loss on conversion.

Due to the applicable conversion restrictions, you may need to allow additional time for conversions to or from Offshore RMB.

There is no guarantee that Offshore RMB will not depreciate.

2. Multiple Currency Conversion Risk

For RMB products which are not denominated in RMB or where the underlying investments of the RMB products are not RMB-denominated, such products will be subject to multiple currency conversions costs involved in making investments and liquidating investments, as well as the RMB exchange rate fluctuations and bid/offer spreads when assets are sold to meet redemption requests and other capital requirements (e.g. settling operating expenses).

3. Exchange Rate Risk

Subscriptions/placements of Offshore RMB Products can only be effected in US dollars. The US dollar funds received from you will be converted into Offshore RMB. If you would like to effect a subscription or placement of Offshore RMB Products using non-US dollar funds, you will be required to convert your funds to US dollars and thereafter into Offshore RMB. You may therefore suffer losses from the multiple foreign exchange conversions. In addition, you could potentially receive less than the full value of the principal amount at the time of withdrawal of the RMB funds.

All currency conversions are subject to availability and will be effected based on Citibank's prevailing exchange rate. Currency conversions from Offshore RMB to US dollars and vice versa will be effected at Citibank's prevailing exchange rates which will be based on the Offshore RMB interbank rates. The Offshore RMB interbank rates may be driven by various factors including market demand and supply and may be significantly different from the onshore RMB market rates. Citibank may at its discretion include a spread or markup in the exchange rates quoted.

4. Limited Availability of Underlying Investments Denominated in RMB

For RMB products that do not have access to invest directly in Mainland China, the available choice of underlying investments denominated in RMB outside Mainland China may be limited. This limitation may adversely affect the return and performance of the RMB products.

5. Interest Rate Risk

For RMB products which are invested, or may invest in RMB debt instruments, such instruments are susceptible to interest rate fluctuations, which may adversely affect the return and performance of the RMB products.

6. Liquidity Risk

Investments in RMB have limited liquidity. You may suffer significant losses in liquidating the underlying investments, especially if such investments do not have an active secondary market and their prices have large bid/offer spreads.

7. Possibility of Not Receiving RMB Upon Redemption

For RMB products with a significant portion of non-RMB denominated underlying investments, there is a possibility that you may not receive the full amount in RMB upon redemption. This may be the case if the issuer is not able to obtain sufficient amount of RMB in a timely manner due to the exchange controls and restrictions applicable to RMB.

8. Credit risk of clearing and settlement banks, agents and custodians

There is a risk that if clearing and settlement banks, agents and custodians who are counterparties to Citibank default on their obligations it may affect the availability, liquidity and transferability of RMB.

CUSTOMER ACKNOWLEDGEMENT

Relationship No.	
Date	

Offshore RMB Products and Services

I/We would like Citibank to extend to me/us, Offshore RMB Products and Services.

In connection with such request, I/we confirm that I/we have read, understood and agree to be bound by (i) the Citibank Terms and Conditions Governing Offshore Renminbi Products and Services and (ii) the Risk Disclosure Statement for Offshore Renminbi Products and Services, as attached herein.

Yours sincerely,

By (Please tick where applicable):

Individual

Corporate Entity:

Signed by the following persons for and on behalf of:

Pursuant to a resolution of the directors passed on:



Signature

Name:



Signature

Name:



Signature

Name:



Signature

Name: