



Citibank

# Structured Note Transactions Agreement

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To:

**Citibank Singapore Ltd**  
International Personal Bank

Dear Sir,

I/We the undersigned wish to enter into such number of transactions for Structured Notes (as defined below) (and each such transaction shall be referred to as the "Transaction" or collectively the "Transactions" as the case may be) as I/we may from time to time instruct and I/we hereby agree to be governed by the terms and conditions of this Agreement, as may be amended, revised, supplemented or modified from time to time.

1. I/We wish to enter into any such Transaction from time to time for the purchase of a Structured Note, which may be an Equity-Linked Note/Certificate (the "Equity-Linked Note/Certificate") and/or Fixed-Income Linked Note (the "Fixed-Income Linked Note") and/or a Market-Linked Note (the "Market-Linked Note" or such other type of note as may be offered by you from time to time ("Structured Note")) each such Structured Note shall be referred to as the "Note" (and any such Note may comprise a Knock-in or Knock-out feature or other structured option) on such terms as may be agreed between you and me/us.
2. You shall furnish me/us from time to time with information relating to any Note including a Sensitivity Analysis, a Tailored Investment Proposal, Indicative Term Sheets and such explanatory brochures (collectively the "Relevant Information") which you may provide from time to time. We acknowledge that the provision of the Relevant Information arises out of your advisory relationship with me/us.
3. It is my/our responsibility to fully comprehend and familiarise myself/ourselves with all the terms and conditions of the Transaction to be effected. I/We am/are fully aware of the risks relating to any of the Transactions including the risks set out in the Risk Disclosure Statement attached hereto (as endorsed by me/us) and I/we acknowledge that I/we will enter into the Transaction at my/our sole judgment and responsibility.
4. I/We acknowledge that unless otherwise stated in the Client Acknowledgement & Subscription Form for the relevant Note, you will act as my/our agent in assisting me/us to purchase any such Note from an issuer or counterparty (and not as principal or as an agent of the issuer). In any event, you will have no liability whatsoever to me/us in respect of such Note except in the case of your gross negligence, willful default, or fraud.

## 5. Terms of the Transactions

Each Transaction shall be subject to the terms set out below:

- 5.1 The Equity-Linked Note/Certificate is purchased at a discount with an embedded option and linked to an underlying stock listed on the stock exchange. It can be cash or physical settlement, depending on the terms of the Note set out in the Relevant Information.
- 5.2 The Fixed Income-Linked Note purchased is a short dated coupon paying note and/or zero coupon discount note with an embedded option and is linked to an underlying bond. It can be cash or physical settled, depending on the terms of the Note set out in the Relevant Information.
- 5.3 The Market-Linked Note is a note that is linked to the performance of an underlying asset and it is issued fully principal protected, partially principal protected or not principal protected as stated in the Indicative Term Sheet.
- 5.4 An order to purchase the Note may be made by me/us via telephone instructions to any of your authorised officers or such other forms of communication as may be agreed by you from time to time.

- 5.5 A Confirmation Advice (the "Confirmation Advice") and the Final Terms and Conditions of the Notes (the "Final Term Sheet") is sent to me/us after the execution of any Transaction. The purchase of the Note shall be deemed to have been concluded on the Transaction Date stated in the Confirmation Advice. The Confirmation Advice and the Final Term Sheet in respect of the Note constitute a supplement to and form an integral part of this Agreement. For the purpose of this sub-clause, "Transaction Date" is the date on which the issuer accepts my/our order for the purchase of the Note.
- 5.6 We acknowledge that the details of the Confirmation Advice shall supersede the telephone agreement and be conclusive evidence against me/us except as to any alleged errors so notified by me/us to you within 21 days (or any other time period that may be specified for any Transaction) from the date of the Confirmation Advice and subject to your right to adjust any details of the Confirmation Advice where they have been wrongly made.
- 5.7 In the case of Equity-Linked Note Transactions, where the Note results in stock delivery, a Maturity Advice will be issued to me/us on maturity date, setting out the terms and conditions of the physical delivery of the stock. In the event that the Note is cash settled, you will credit my/our account with an amount agreed pursuant to the terms of the Note.
- 5.8 In the case of Market-Linked Note Transactions, a Maturity Advice will be issued to me/us on maturity date, indicating the return of the Note. The amount paid to me/us at maturity will depend on the performance of the underlying asset to which the Note is linked.
- 5.9 In the case of Fixed-Income Linked Note Transactions, where the Note results in bond delivery, a Fixed Income Subscription Advice will be issued to me/us on maturity date, setting out the terms and conditions of the physical delivery of the bond. In the event that the Note is cash settled, you will credit my/our account with an amount agreed pursuant to the terms of the Note.

## **6. Payment**

- 6.1 I/We shall purchase any such Note to the extent that the subscription amount of the Note, commission of the Note, handling fees and any charges and fees for such purchase, do not exceed the deposit balance of my/our account maintained with you (the "Account"). In the event that the Note results in stock delivery, I/we shall be liable for the payment of stamp duty or any fees for the transfer of the stocks to me/us.
- 6.2 In the event that the subscription amount of the Note, commission, handling fees, any charges and fees applicable in the Transaction exceed the deposit balance of the Account and payment thereof is not effected by me upon your demand, I/we shall be liable to pay such subscription amount, all out-of-pocket costs and actual damages incurred by you relating to such unpaid or late payment, including without limitation, interest on such subscription amount and any other costs and expenses incurred by you with respect to such Transaction.

## **7. Termination**

In the event of any insolvency, reorganisation, arrangement, composition of debt, dissolution, liquidation or any similar proceeding relating to me/us, the presentation of a bankruptcy petition against me/us, the appointment of a receiver, trustee, custodian, judicial manager to take possession of my/our property, the consolidation or amalgamation with or transfer of all or substantially all my/our assets to another entity and the surviving entity fails to assume all my/our obligations under this Agreement for any reason, my/our failure to pay any amounts in respect of the Transaction when due or on demand, any representation being made by me/us under this Agreement is incorrect or misleading, my/our failure to perform or observe any terms and conditions contained in this Agreement, any material adverse change in my/our financial position, either party being prevented from or hindered or delayed by reason of any force majeure in the delivery or payment of any currency in respect of any Transaction or in the event that I/we become deceased or cease to have mental capacity, you may at your sole discretion, by notice to me/us specify the relevant event. Where the relevant event is capable of being rectified, it shall be rectified to your satisfaction within 2 Business Days in Singapore after the issuance of the notice to me/us. Where the relevant event (a) cannot be rectified or (b) is capable of being rectified and is not rectified to your satisfaction within 2 Business Days or (c) constitutes an event which occurs on more than one occasion, you may forthwith terminate any or all Transactions and/or this Agreement without prejudice to any rights and remedies you have against me/us which have accrued prior to the termination. I/We shall at all times indemnify you on a reasonable basis against all losses, costs, charges, expenses and liabilities reasonably incurred by you in connection with the Note and/or the termination thereof save for those resulting from your gross negligence, willful default, or fraud. For the purpose of this clause, "Business Day" refers to a day (other than a Saturday, Sunday or gazetted public holiday(s)) on which commercial banks and exchange markets are open in Singapore.

- 8. This Agreement shall be governed by and construed in accordance with the laws of Singapore.
- 9. The provisions herein shall be read in conjuncture with the Citibank Singapore Ltd, International Personal Bank Terms and Conditions governing accounts. In the event of any conflict between the provisions herein and the Citibank Singapore Ltd, International Personal Bank Terms and Conditions, the provisions herein shall prevail.
- 10. In the event that I/we have a Hold Mail Facility, the Hold Mail Terms and Conditions will apply and I/we understand the risk I/we are taking including the lack of timely awareness on the deterioration or appreciation of the net asset value of the Note purchased by me/us.

**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:

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 \_\_\_\_\_  
 Signature  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Citibank Account No.: \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Citibank Account No.: \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Citibank Account No.: \_\_\_\_\_

  
 \_\_\_\_\_  
 Signature  
 Name: \_\_\_\_\_  
 Date: \_\_\_\_\_  
 Citibank Account No.: \_\_\_\_\_



Citibank

# Risk Disclosure Statement

## Structured Note Transactions Agreement

(Please read this carefully)

- This document is distributed in Singapore by Citibank Singapore Limited (CSL). Co Reg. No. 200309485K Where material is distributed by CSL, investors should note that Investment products are not subject to the provisions of Deposit Insurance and Policy Owners' Protection Schemes Act 2011 of Singapore and are not eligible for deposit insurance cover under the Deposit Insurance Scheme.**
- I/We acknowledge that unless otherwise stated in the Client Acknowledgement & Subscription Form for the relevant Note, the Bank is acting only as an agent in assisting me/us to purchase the Note from the issuer or counterparty. The issuer of the Note may range from being a triple-A rated issuer to a non-rated issuer and I/we assume the entire credit risk in relation to the issuer.
- I/We accept that there may be limited liquidity for the Note in its secondary market and if such market is available, the market price of the Note may fluctuate depending on factors such as the conditions of the stock market(s) where the underlying stock and/or the underlying bond is traded, the sentiments towards and price movements of the underlying stock, bond or asset and the creditworthiness of the issuer. The Bank, under no circumstances, guarantees a market for the Note. I am/We are therefore aware of the risks involved if I/we wish to sell the Note prior to maturity. I am/we are aware of the possibility of losing part of the protected principal amount if the Note is not held until maturity.
- I am/We are aware that should the Note result in stock delivery upon maturity, I/we will be assuming the price risk of the underlying stock relative to the exercise price.
- I/We confirm that I/we are aware of these risks and the risks stated in the Relevant Information and the relevant Term Sheet and can afford the risks involved in relation to the Note. I/We am/are familiar with the investment strategy of the Note and am/are of the view that the Note is suitable for me/us in the light of my/our financial position and investment objectives.
- I/We are not a United States citizen or otherwise a United States person for the purpose of the United States Securities Act of 1933, and acknowledge that investments in the Note may not be held for or transferred to a United States person and undertake to inform the Bank if at any time I/we become a United States person.
- All capitalised expressions used herein shall mean and refer to the same capitalised expressions as set out in the Structured Note Transactions Agreement, save where the same is expressly defined herein.

**I/We hereby confirm that I/we have read the above and fully understand and accept all points stated herein.**

By:



Signature

Name:

Date:

By:



Signature

Name:

Date:



Signature

Name:

Date:



Signature

Name:

Date: