COUNTRY ADDENDUM

SINGAPORE

INTRODUCTION

This document is a Country Addendum (this "**Singapore Country Addendum**") as referred to and defined in the Banks's Master Terms of Business for Banking. It contains specific terms and conditions pursuant to which the MUFG Bank, Ltd., Singapore Branch ("**MUFG Singapore**") provides the customer (the "**Customer**") with Services in relation to Accounts in Singapore.

Capitalised terms used in this Singapore Country Addendum, unless otherwise defined in this Singapore Country Addendum, shall have the meanings ascribed to them in the Master Terms of Business. Words denoting the singular shall include the plural and vice versa.

This Singapore Country Addendum supplements the Master Terms of Business which is incorporated by reference herein and applies to all the Services provided by MUFG Singapore to the Customer in relation to Accounts in Singapore. The Singapore Addendum also covers our international policy on customer information sharing between MUFG Bank, Ltd., its branches, subsidiaries and affiliates (collectively, the "**MUFG Group**"), and with third party stakeholders including our service providers, contractors, sub-contractors, agents, consultants, auditors, lawyers and other professional advisers, or any other person who provides or offers services to, or on behalf of us or in connection with the operation of our business and/or our banking relationship with you ("**Third Parties**").

The sharing of customer information applies to the interactions we have with you and all products and services offered by MUFG Singapore.

Any conflict or inconsistency between this Singapore Country Addendum and the Master Terms of Business shall be resolved by reference to the provisions under the Introduction section of the Master Terms of Business.

I. COLLECTION, USE AND DISCLOSURE OF CUSTOMER INFORMATION

1. The Customer authorises MUFG Singapore and its officers or agents to disclose any information in connection with the Customer, its Accounts or any financial products/services or proposed financial products/services, whether or not pursuant to any court order or as allowed by any regulation or law (including the Banking Act, Chapter 19 of Singapore), as MUFG Singapore deems fit, to such persons as provided under clause X.2 of the Master Terms of Business, including MUFG Group as MUFG Singapore shall consider appropriate for any such commercial, banking, administrative, funding or business purposes.

2. MUFG Singapore may collect, use, disclose and/or process customer information of the Customer's employees, officers, directors, Authorized Individuals, beneficial owners, agents and/or representatives (the "**Relevant Persons**") (whether such data is collected from the Customer or other sources) in connection with the Master Terms of Business for one or more of the following purposes, which the Customer hereby acknowledges and agrees to:

   i trading agreements or other relationship agreement arrangements with members of the MUFG Group, including for the joint provision of services;

   ii processing the Customer's application with MUFG Singapore for any products, facilities and/or Services offered to you pursuant to the Master Terms of Business from time to time between the Customer and MUFG Singapore;

   iii facilitating, processing, dealing with, administering, managing and/or maintaining the Customer's relationship with MUFG Singapore, performance of the Master Terms of Business from time to time between the Customer and MUFG Singapore and enforcing MUFG Singapore's rights and obligations thereunder;

   iv carrying out the Customer's instructions or responding to any enquiry given by (or purported to be given by) the Customer or on behalf of the Customer;

   v communicating with the Customer or representatives of the Customer via phone/voice call, text message, fax message, email and/or postal mail for the purposes of administering and/or managing the relationship between the Customer and MUFG

Singapore, such as but not limited to processing transactions or administering Services or products;

vi performing verification of financial standing through credit reference checks;

vii managing MUFG Singapore's infrastructure and business operations and/or to carry out or perform administrative, operational and technology tasks (including technology infrastructure maintenance and support, application maintenance and support, risk management, systems development and testing), and business continuity management as well as complying with policies and procedures including those related to auditing, finance and accounting, billing and collections;

viii storing, hosting, backing up (whether for disaster recovery or otherwise) customer information, whether within or outside Singapore;

ix to detect, prevent and investigate any fraud, bribery, corruption or any act or omission which constitutes violation of any law, to carry out due diligence or other screening activities as required by law or regulations or our risk management procedures in order to meet MUFG Singapore's compliance obligations;

x to comply with any Applicable Law, governmental or regulatory requirements including meeting the requirements of any guidelines by regulatory authorities (in Singapore or elsewhere), requests or order by any governmental authorities, public agencies, ministries, statutory bodies including but not limited to defending and/or enforcing MUFG Singapore's rights and remedies under the law;

xi conducting research, analysis and development activities (including but not limited to data analytics, surveys and/or profiling) to improve MUFG Singapore's products, services and facilities;

xii market research and direct marketing of products or services of other MUFG Group members, which are solely intended for commercial use by our clients and not for personal use by individuals;

xiii compliance with, or directly or indirectly facilitating compliance with, the requirements in any jurisdiction of any exchange, trading facility, trading system, organized market, clearing house, settlement systems, exchange or other service provider to facilitate clearing and settlement; and

xiv any other purpose as set out in clause X.2 of the Master Terms of Business, as may be amended from time to time,

(collectively, the "**Purposes**"**).**

3. The Bank collects, uses, discloses and/or processes the personal data that you have provided to us, in accordance with the MUFG Bank, Ltd. Singapore Branch Personal Data Protection Policy ("Policy"), which is available on MUFG Bank, Ltd. Singapore Branch's webpage at **https://www.bk.mufg.jp/globalnetwork/asiaoceania/singapore.html.** The Bank may update the Policy from time to time to address changing regulatory, industry, business, and other developments. The updated version of this document will be posted on the webpage listed above, for your reference. Please check back regularly for updated information on the handling of your personal data.

II. CHEQUE TRUNCATION SYSTEM

1. In respect of all articles, documents and items processed through the Cheque Truncation System (the "**CTS**") operated pursuant to bye-laws made by the Singapore Clearing House Association ("**SCHA**") including but not limited to cheques (whether or not the same are, under section 82 of the Bills of Exchange Act, Cap 23 ("**BEA**") or otherwise, not transferable), other instruments and image return documents ("**IRD**") subject to the cheque truncation provisions of the BEA and/or any regulations made thereunder and all non-clearing items captured or generated pursuant to the CTS:

i the rights, practices and/or liabilities of MUFG Singapore are subject to the relevant bye-laws and/or regulations of the SCHA and the Association of Banks in Singapore and MUFG Singapore shall not be liable to the Customer for any act done or omitted to be done pursuant to the aforesaid bye-laws and/or regulations;

ii where MUFG Singapore is the presenting banker as referred to in section 90 of the BEA and any cheque or other instrument as aforesaid is dishonoured by reason of non-payment or otherwise in circumstances where MUFG Singapore might otherwise be

obliged to return to the Customer or holder thereof the original thereof, MUFG Singapore is not obliged to return any such original and it shall be sufficient that MUFG Singapore (subject to such conditions as it may impose) issue the IRD relating thereto provided always that MUFG Singapore may (acting in its discretion and subject to such conditions as it may impose) nevertheless return the aforesaid original in lieu of the relevant IRD; and

iii where MUFG Singapore has paid on any cheque or other instrument as aforesaid drawn or purportedly drawn by the Customer (and/or on the image and relevant electronic payment information in respect thereto):

a. MUFG Singapore is not obliged to return to the Customer or holder thereof the original thereof and it shall be sufficient (when so requested by the Customer and subject to such conditions as MUFG Singapore may impose and/or the relevant bye-laws and/or regulations of the SCHA) that MUFG Singapore issue the electronic image of such cheque or other instrument or a printed or electronic copy thereof; and

b. the Customer consents to the retention and storage of the aforesaid original and the electronic data and/or image thereof arising from the CTS process in accordance with (and, subject to such conditions as MUFG Singapore may impose, only for so long as the applicable periods of time for retention or storage of the same specified in or pursuant to) the relevant bye-laws and/or regulations of the SCHA and (in respect of the aforesaid original) by the relevant presenting banker as referred to in section 90 of the BEA and/or a designated agent thereof; and to the destruction of the aforesaid original and/or electronic data and/or image thereof upon the expiry of the periods of time referred to in this sub-clause without any person retaining a copy in any form or medium, provided always that MUFG Singapore may (acting in its discretion and subject to such conditions as it may impose and/or the relevant bye-laws and/or regulations of the SCHA) nevertheless return the aforesaid original instead.

2. MUFG Singapore (notwithstanding any instructions from the Customer to the contrary) shall be entitled to disregard the presence or absence of any corporate and/or personal stamp(s), seal(s) and/or similar marking(s) on (i) any cheque (including but not limited to a cheque which under section 82 of the BEA or otherwise is not transferable) or other instrument (including but not limited to an instrument to which section 86 of the BEA applies) drawn or purportedly drawn by the Customer and/or (ii) the image and/or the relevant electronic payment information thereof.

3. MUFG Singapore shall not be liable to the Customer (or any third party claiming through the Customer) for any loss or damage (including but not limited to consequential loss or damage) suffered, howsoever caused, arising from the CTS operated pursuant to bye-laws made by the SCHA including but not limited to the acts or omissions of any person or entity in relation thereto and/or any error caused by machine or hardware malfunctions or manufacturer's operating software defects unless the same be caused solely and exclusively by the negligence or fraudulent or dishonest act of MUFG Singapore or its officers or employees.

4. Without prejudice to MUFG Singapore's rights under section 89 of the BEA to make presentation by electronic means, MUFG Singapore shall have at all times absolute discretion (without thereby incurring any liability to the Customer) to determine whether to process through the CTS operated pursuant to bye-laws made by the SCHA and/or any other clearing and/or settlement system as it thinks fit any article, document or item including but not limited to:

i cheques (whether or not the same are, under section 82 of the BEA or otherwise, not transferable); and

ii other instruments (including but not limited to an instrument to which section 86 of the BEA applies).

5. For the avoidance of doubt, any reference to a cheque or any other instrument shall, where the context requires, include a reference to an IRD.

III. DEPOSIT INSURANCE

1. Singapore dollar deposits of non-bank depositors are insured by the Singapore Deposit Insurance Corporation, for up to S$75,000 in aggregate per depositor per Scheme member by law. Foreign currency deposits, dual currency investments, structured deposits and other investment products are not insured.

IV. TERMINATION

1. Any termination of MUFG Singapore's obligations under clause XII.1 of the Master Terms of Business by MUFG Singapore after the commencement of any proceedings (as such term is defined in section 440(6) of the Insolvency, Restructuring and Dissolution Act 2018 (No. 40 of 2018) (for the purposes of this Clause, the "**IRDA**")) by the Customer shall, to the extent such termination would have constituted an action prohibited under section 440 of the IRDA, be deemed to be suspended and not effected until the conclusion of such proceedings, and each such termination shall be deemed to be effected (without notice or further notice) immediately upon the expiry of such proceeding.

V. FATCA

1. The Customer hereby represents and warrants to and for the benefit of MUFG Singapore that it:

   i is not a foreign financial institution as defined in section 1471(d)(4) of the Code which, unless otherwise exempted, could be required to make a deduction or withholding from a payment under these terms and conditions required by FATCA **("FATCA Deduction")** (a **"FATCA FFI");** and

   ii is not a resident for tax purposes in the United States of America or whose payments under these terms and conditions are from sources within the United States of America for US federal income tax purposes (a **"US Tax Obligor").**

2. The Customer undertakes that it shall not become a FATCA FFI or US Tax Obligor.

3. The Customer's payments must be made without set-off or counterclaim and without any deduction, FATCA Deduction or withholding (whether for tax or otherwise). If the Customer is compelled to make any deduction, FATCA Deduction or withholding, it shall indemnify MUFG Singapore against the same and shall pay such additional amounts as MUFG Singapore shall certify as necessary to ensure receipt by MUFG Singapore of the full amount which MUFG Singapore would have received but for such deduction, FATCA Deduction or withholding. If the Customer makes such a payment, it shall also deliver promptly to MUFG Singapore such tax receipts or other evidence of payment as MUFG Singapore may reasonably require.

4. "**FATCA**" means:

   i sections 1471 to 1474 of the US Internal Revenue Code of 1986 (the "Code") or any associated regulations or other official guidance;

   ii any treaty, law, regulation or other official guidance enacted in any other jurisdiction, or relating to an intergovernmental agreement between the US and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (i) above; or

   iii any agreement pursuant to the implementation of paragraphs (i) or (ii) above with the US Internal Revenue Service, the US government or any governmental or taxation authority in any other jurisdiction.

VI. THIRD PARTY RIGHTS

1. Unless otherwise expressly provided in the Master Terms of Business, a person who is not a party hereto has no right under the Contracts (Rights of Third Parties) Act (Chapter 53B) of Singapore to enforce or enjoy the benefit of the Master Terms of Business.