



TERMS & CONDITIONS GOVERNING SINGAPORE GOVERNMENT SECURITIES TRANSACTIONS

Definitions

DBS/Bank/We/Us/Our: DBS Bank Limited
CDP: The Central Depository (Pte) Ltd
CPF: The Central Provident Fund in Singapore
MAS: The Monetary Authority of Singapore
SRS: Singapore Supplementary Retirement Scheme

Important Notes

- These Terms and Conditions shall apply when you subscribe for or transact in Singapore Government Securities.
- All investments come with risks and you can lose your entire investment amount. You should read **Schedule 1 of these Terms and Conditions on General Risk Disclosures** for more information.
- Where your Securities are held in the custody of DBS or a Nominee (as defined below) appointed by DBS, you should read **Schedule 2 on the Custody Terms** for more information.

Prerequisites

1. Before you can transact in or subscribe for Singapore Government Securities ("**Securities**"), which include Singapore Savings Bonds, you must have the following accounts opened:

	Transactions using cash	Transactions using CPF or SRS Funds
Account to hold your Securities investment (" Account ")	A Securities account opened with CDP. Your Securities will be held in custody with CDP and subject to the terms and conditions of CDP.	A CPF or SRS Account with DBS (" Custody Account "). Your Securities will be held in custody with DBS or our Nominee, and subject to the Custody Terms in Schedule 2 .
Account to apply for and settle the Securities transactions (" Settlement Account ")	A DBS deposit account	Depending on where your funds used for investment are coming from: <ul style="list-style-type: none">• SRS: Your SRS Account;• CPFOA: Your CPF Investment Account; or• CPFSA: Your CPFSA Account with CPF Board.

Your Responsibilities

2. You shall pay us all applicable charges and fees connected to the Securities transaction. You acknowledge that we have the right to debit your account(s) with us for such charges and fees, even if the debiting may result in your account(s) being overdrawn.
3. You must provide us complete and accurate information and instructions. If you provide us with incomplete and inaccurate information, and we incur any losses, expenses or damages as a result, you hereby undertake to indemnify us in full.

Your Authorisations

4. You authorise us to collect and credit the coupon/interest earned from your Securities to your Custody Account. You acknowledge that if you are a non-Singapore resident, tax will be withheld on your interest earned. You must inform us immediately if there are any changes to your tax residency.
5. You authorise us to disclose your personal information relating to the Settlement Account, the Account and your Securities transactions to (i) to any regulatory, statutory and governmental authority (including the CPF Board, MAS and CDP), (ii) to any DBS Affiliate in connection with data processing or the outsourcing of any of DBS' operational functions as governed by our Data Privacy Policy (available at www.dbs.com/privacy) (iii) your CPF Agent Bank and SRS Operator and (iv) to any person and entity we deem appropriate for the purposes of or in connection with your Securities transactions and enforcement of the Bank's rights hereunder.

Transactions

6. You may not sell your Securities unless you have paid the Purchase Price in full. "Purchase Price" refers to the sum payable for the purchase of the Securities (including interest for late payment, taxes, fees and charges, and any sums payable to us in connection with such purchase).
7. We will debit the Purchase Price from the Settlement Account on the settlement date or upon application and you consent to us holding such amounts until settlement date with the MAS. If we are unable to debit the Purchase Price for any reason on the settlement date, or any Securities you purchase cannot be credited into your Account, the Securities shall be credited to us. We shall have the right to deal with the Securities in any way we deem fit, including selling such Securities, without giving you prior notice. If we incur losses from the dealing in the Securities you have contracted to purchase, you shall pay us back. The balance proceeds, if any, shall be credited into the Settlement Account.
8. For transactions using cash, if we are unable to debit the difference from the Settlement Account, we have the right to debit it from any other bank account you have with us. If the debit is unable to go through for any reason whatsoever, we shall have the right to deal with the Securities as described in Clause 7.
9. DBS is entitled to reject your application or transaction if your Settlement Account or Account does not have sufficient funds or Securities, as the case may be, and charge you a fee for this.

10. For redemption or sale of your Securities, you authorise us:
- (in the case of cash investment) to credit the proceeds to the bank account registered with CDP for direct crediting services;
 - (in the case of an investment under the CPF Investment Scheme- Ordinary account) to credit the proceeds from sale of Securities into the CPF Investment Account you maintain with DBS;
 - (in the case of an investment made under the CPF Investment Scheme – Special Account) to remit the proceeds from sale of Securities to CPF for crediting to the your CPF Special Account with CPF Board; and
 - (in the case of an investment under the SRS Investment Scheme) to credit the proceeds from sale of Securities to the your SRS Account with DBS.
11. In the event we accept or incur liability for you due to a request you made, or your failure to return to DBS any amount wrongly credited to your Account or Settlement Account, we may immediately and without notice:
- retain as security and/or sell by public or private sale or appropriate itself any funds, chattels, Securities and other valuables of the customer deposited with DBS as bailee including but not limited to Securities, stocks and shares; and/or
 - set-off or transfer any sums in your account(s) with us in satisfaction of such liability whether the liability is actual or contingent, primary or collateral, several or joint and notwithstanding the balance in your account(s) is in a currency different from the currency of the liability or is held at a branch in a different jurisdiction or held by you jointly with another.
- You shall be and shall remain liable us for any deficiency whatsoever and howsoever arising and for all costs, charges and expenses incidental to any sale or set-off and will immediately upon demand pay to us such amount.

Tender / Subscription

12. DBS shall apportion the Securities to its customers according to the allocation by MAS. You acknowledge that you may not be allocated the entire amount you have tendered for, and in some cases, you may have no allocation. You must pay your bid price in full during the application. If your application is rejected, the bid price will be refunded to the Settlement Amount without interest. In the event the settlement sum is lower, the balance shall be refunded to the Settlement Account without interest. If the settlement sum is higher, we are entitled to debit the difference from the Settlement Account or any of your accounts maintained with DBS, whether in single or joint names. If the debit is unable to go through for any reason whatsoever, we shall have the right to deal with the Securities as described in Clause 7.

Our Rights

13. We shall have the right to terminate your Custody Account opened with us at any time upon giving seven (7) days written notice to you without giving you any reasons. If such account does not have any Securities in it for a continuous period of one year, we shall have the right to close it without notice to you.
14. We may suspend operation of all your accounts and shall not be liable for any and all claims, actions or proceeding, in the event that your records are not available or damaged due to force majeure, aircraft or aerial objects, fire explosion, floods, lightning, other adverse weather conditions, riots, wars or other hostilities, strikes, lockouts or other industrial actions.
15. We shall not be liable for financial losses, expenses, damages or inconveniences suffered by you except to the extent it is determined by a court of competent jurisdiction that such financial losses, expenses, damages or inconveniences arose directly from the wilful negligence or fraudulent misconduct of DBS in its processing of your transactions.

Our Communication with You

16. If we send you statement(s) of the Custody Account, monthly or any other frequency that we determine as appropriate, you must examine all entries in the statement(s) and report any error or omission found in them to us immediately. You are deemed to have accepted the entries in the statement(s) as complete and correct if we do not hear from you within seven (7) days after the receipt your statements.
17. All forms of communications sent by post to or left at your address in our records shall be deemed to have been received on the day after the date of posting or the day it was so left at the address. You shall notify us of any change of address or other particulars submitted to us without delay.

Others

18. Liability: If you suffer financial losses with respect to the Securities transactions as a result of fluctuations in the prices of the Securities (regardless of whether these losses are realised or unrealised), such financial losses are entirely at your own risk and we shall not be held liable for such losses under any circumstances.
19. Rights of Third Parties: Unless expressly provided to the contrary in these Terms and Conditions, a person who is not a party to the Agreement may not enforce any of its terms under Contracts (Rights of Third Parties) Act (Cap 53B) and notwithstanding any term of these Terms and Conditions. The consent of any third party is not required for any variation (including any release or compromise of any liability) of these Terms and Conditions or termination of the Custody Account maintained with DBS.
20. Amendment of Terms: We may make changes to these Terms and Conditions at any time without giving you notice. Such changes take effect on the date specified by us in the notice. If you continue to use any account and/or services made available to you after such notice, this means you have agreed to accept the changes.
21. Jurisdiction: These Terms and Conditions, the Account and Securities transactions are governed by and shall be construed in accordance with the laws of the Republic of Singapore and you agree to submit to the non-exclusive jurisdiction of courts of Republic of Singapore.

Schedule 1 – General Risk Disclosure Statement

The following may not be exhaustive:

1. The Securities are considered safe investments as they are issued by the Singapore Government, but all investments come with risk and you can lose some or your entire investment amount.
2. The Securities are not bank deposits and are not eligible for deposit insurance coverage under the Singapore Deposit Insurance Scheme.
3. You are exposed to liquidity risk and may not be able to sell the Securities before the maturity date or you may have to sell them at a loss before such maturity date.
4. Interest rate fluctuations may have an adverse impact on the value of the Securities. The degree of interest rate sensitivity depends on the maturity, coupon of the Securities. Floating rate Securities lessen your interest rate risk to the extent that the interest rate adjustments are responsive to market rate movements. If the issuer of has the right to redeem the Bond before maturity, this can adversely affect your exposure.
5. Where your investment involves conversion from a different currency, you will be subject to the risk of exchange rate fluctuations that may cause a loss on the investment.

Schedule 2 – Terms and Conditions Governing Custodial and Nominee Services (“Custody Terms”)

- 1 These Custody Terms apply whenever you purchase Securities (defined above) and are custodised with us. If your Securities are custodised with CDP, they will be subject to the terms and conditions imposed by CDP from time to time.
- 2 Your Securities shall also be subject to the following (collectively “Agreement”):
 - Terms and Conditions Governing SRS Accounts for SRS funds used; or
 - Terms and Conditions Governing CPF Investment Account for CPF OA funds used.

In the event of any conflict or inconsistency between these Custody Terms and the Agreement, the Agreement shall prevail.

- 3 In this Schedule, the following words have the following meanings:

“Agent” means any agent, correspondent, broker, dealer, counterparty, adviser, bank, attorney, custodian, sub-custodian, depository, depository agent, manager, assayer, refiner, service provider or Nominee selected or used by us, whether in Singapore or elsewhere.

“Applicable Laws” means all relevant laws (including statutory enactments and judgments of any legal court or tribunal, and any form of unwritten or uncodified laws) or regulations of Singapore or any other jurisdiction in which we provide services to you under the Custody Terms.

“Nominees” means DBS Nominees (Pte) Ltd and any other nominees(s) appointed by us or our agents on our behalf from time to time or any of them.

“We”, “our” and “us” means DBS Bank and/or its Nominees.

Words in the singular include the plural and vice versa.

How it works

- 4 Your Securities will be deposited into a custody account that may be directly or indirectly opened and operated by us (each a “**Custody Account**”). You authorise us to appoint Agents to perform any aspects of the custody service and, where needed, authorise them to do the same. We will follow the Applicable Laws in doing so.
- 5 Your Securities are always subject to your control and subject always to Applicable Laws and/or any applicable agreement.
- 6 We will act only on your instructions in writing to acquire, hold in custody, dispose of or otherwise deal with your Securities. You acknowledge and agree that we may not act on your instruction if we are required to comply with any Applicable Law which restricts us from taking any action in respect of your Securities.
- 7 We will keep records to ensure that your Securities are held on your behalf and do not belong to us.
- 8 If your Securities are denominated in a foreign currency, you authorise us to deposit your Securities in a Custody Account with an Agent outside Singapore which is licensed, registered or authorised to act as a custodian in the country or territory where such account is maintained. You should be aware that you may be exposed to additional risk as the Applicable Laws of the foreign jurisdictions may be very different from Singapore law. This means that your Securities do not enjoy the same protection as those held in custody accounts in Singapore. A possible consequence of this is that in the event of a legal dispute in that market, the courts in that market may not recognise your Securities as belonging to you and you may not be able to recover them.
- 9 You may not be able to withdraw your Securities, or may lose some, or even all your Securities, if we or our Agents become insolvent. Provided that we have acted in good faith and used reasonable care in the selection and continued appointment of any Agent, you agree that we are not responsible for any act, omission, default, or insolvency of such Agent.
- 10 In order to enable us to provide you with the Custody Service in accordance with these Custody Terms, you authorise us to:
 - acquire, hold and register your Securities in our name and keep them in locations we think fit;
 - comply with Applicable Laws, including withdrawing and transferring Securities (or entitlements to them) to securities depositaries, clearing or settlement systems, account controllers or other participants in the relevant systems as selected by us for any purposes;
 - request payment of, collect and receive coupon, interest, dividends, payments or other entitlements in respect of any Securities;

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- choose to receive a distribution in cash or in kind, unless you have instructed us in writing of your preferred distribution type;
 - where applicable, exchange any Securities in a temporary form or other Securities in definitive form and deliver physical scrip form of such Securities to any depository set up for the purpose of and/or operating scripless trading and to complete and deliver any required document;
 - surrender your Securities against receipt of monies payable at maturity or upon redemption at your request to us in writing;
 - execute any necessary declaration or certificate of ownership under any Applicable Law; and
 - take any other action we think appropriate.
- 11 In providing you with Custody Services, you understand and agree that we are under no obligation to:
- supervise or monitor any of your investments or transactions involving your Securities;
 - advise or recommend for any transaction in relation to the sale, purchase or disposal of your Securities unless we agree to;
 - assess the suitability of any transaction involving your Securities;
 - assist you in claiming any tax benefit to which you may be entitled to in connection to your Securities, including any exemption from, or a reduced withholding rate; and
 - provide trustee services and we shall have no trust, fiduciary or other obligations in respect of your Securities pursuant to these Custody Terms, save for those expressly provided for in these Custody Terms or as otherwise agreed in writing.
- 12 We will furnish you with periodic statements in respect of your Securities and notify you of any transaction involving your Asset as soon as practicable after each transaction.
- 13 We will take reasonable steps to forward to you any notice or communication we receive in respect of your Securities. If the notice or communication does not call for any action we shall not be obliged to forward such notice or communication to you. We will not be liable for any losses arising from any failure to forward a notice or communication correctly or promptly to you, unless there was gross negligence, fraud or wilful default on our part.

Pooling of Securities

- 14 Your Securities may be deposited together with other Securities belonging to our other customers, and/or the customers of our Agents in an omnibus custody account. This is known as co-mingling. Co-mingling comes with certain risks which you understand and agree to as below:
- While we will maintain records of your interests in the pooled Securities, your right to such Securities may not be easily identified from documentation such as separate certificates, other documents of ownership or equivalent electronic records;
 - If we or our Agent defaults or becomes insolvent, you may not receive your full entitlement. Any shortfall in relation to the value of pooled Securities may be apportioned to you and other customers. Delays in identifying individual investments in such situations may result in an increased risk of loss; and
 - You may not receive the identical Securities deposited in custody. We will, however, return to you Securities that are of the same class, denomination quantity and nominal amount (and rank equally) with those originally deposited with or transferred to us.

Fees and charges

- 15 You agree to pay the fee for the Custody Service as specified from time to time.
- 16 We may deduct your account with us with the full amount of any fee payable by you, or liabilities incurred while providing the Custody Service to you. For this purpose, we are authorised to debit such amount payable from any of your DBS accounts and/or sell your Securities and collect the proceeds. This means that until payment in full of all liabilities is made, we shall have a right of lien in respect of your Securities.
- 17 Where necessary, we will effect any currency conversion at the prevailing exchange rate. We shall not be liable for any losses arising from the settlement of such liabilities or the failure to do so.