

This document sets out the terms and conditions which shall be applicable to all Account(s)/ which are existing or may be opened any time in future with HDFC Bank Limited, Singapore branch (the "**Bank**"). The words "**Client**" "I", "we", "our" and "my" refer to the person(s) who open the accounts and shall each include both singular and plural. The terms and conditions shall bind each one individually or any one or more or all of them collectively and all agreements, obligations and liabilities of the customers are joint and several. The "**Bank**" refers to HDFC Bank Limited, a banking company incorporated in India under the Companies Act, 1956 and its branch in Singapore. The word "**Account(s)**" means and includes Call Accounts and / or term deposits. The word "non-banking day" refers to a day when the Bank or the country in the currency of which the Account is opened is closed for business to the general public. Headings in this Agreement are inserted for convenience only and shall not affect the construction of this Agreement. Any appendices attached hereto shall form an integral part of this Agreement.

1. GENERAL PROVISIONS: APPLICABLE TO ALL ACCOUNT(S)

1. 1 I agree to abide by the Bank's terms and conditions set out below (the "**Terms & Conditions**") and rules in force and the changes thereto from time to time relating to my account. I also acknowledge and agree that Bank reserves the right to modify the Terms & Conditions at any time, and the Bank will communicate any such changes to me, within 15 days of implementing the same, by electronic mail or such other mode as the Bank may deem fit.
1. 2 I agree that the opening and maintenance of the account is subject to applicable laws in Singapore, and I agree to abide by these rules and regulations as amended or introduced from time to time. I hereby authorise the Bank to do all such things as the Bank deems necessary to comply with such applicable laws, any requirement or order or direction by any court, any applicable governmental or judicial authority or any applicable regulator and/or any other authority in any jurisdiction.
1. 3 I agree that the Bank will be at liberty to close my account at any time 'without assigning any reasons therefor without prior notice and I shall not hold the Bank responsible for any loss or damage suffered thereby. Such termination shall not affect any antecedent rights or liabilities of the parties.
1. 4 I agree that the Bank can at its sole discretion, amend any of the services/facilities given in my account either wholly or partially at any time by giving to me at least 30 days' notice and / or provide an option to me to switch to other services/facilities.
1. 5 I agree and undertake to notify the bank as soon as practicable if there is a change in any information which I have provided to the bank. I agree that in case I have not informed the bank about the same, then I shall be responsible for any liability arising out of the same and any non-receipt of communication/account statements or the same being delivered at my old address.
1. 6 I agree that all instructions relating to my account will be issued to the Bank by physical letter, telephone, facsimile, electronic mail and/or by other telecommunications processes or electronic modes of communication acceptable to the Bank (the "**Communication Modes**"). I authorise the Bank to accept and act upon instructions given in the Communication Modes, and I agree that the Bank is entitled and authorised to treat all such instructions as fully authorised by and binding upon me and the Bank may take such steps in connection with or in reliance upon such instructions as it may consider appropriate and shall have no responsibility for determining the authenticity of any instructions given or purported to be given by me, as the case may be, or the identity or authority of the person giving or purporting to give any instruction and regardless of the circumstances prevailing at the time of such instructions or the nature or amount of the relevant Account, services, facilities or transaction involved, as the case may be. I further agree that all risks in relation to any delays, discrepancies, errors, ambiguities, lack of clarity, misunderstanding, mistakes, mutilations, duplications and/or omissions in respect of the instructions, whether as a result of any delay, error, loss, interruption, breakdown, malfunction or failure in the delivery or transmission of the instructions or in respect of any mode, manner or facility through which the instructions were or were to be delivered or transmitted, any failure on my part to observe the procedure stipulated by the Bank for the giving of the instructions and/or any confirmation in writing being taken as constituting new Instructions or otherwise, shall be borne by me.
1. 7 I agree that the Bank is under no obligation to act upon any such instructions issued in clause 1.6 above and may refuse to act upon such instructions (in whole or in part) in its discretion without having to furnish any reason whatsoever, including, without limitation, instructions relating to the closure, termination, partial withdrawal or rollover of maturity date of an account, or where there are insufficient funds or assets in any of the Client's accounts with the Bank and shall be entitled to seek verification or require further action from me prior to acting upon such instructions.

In the event that the Bank declines to act as aforesaid, it shall notify me accordingly. The Bank shall not be liable to me or any third party for any delay, refusal or failure in carrying out instructions. The Bank shall be entitled (but not bound) to construe and execute any instructions that are vague, unclear, incomplete or illegible in the manner in which it is understood by the Bank. The Bank shall not be liable for or in respect of such instructions carried out or acted upon by the Bank arising from or in connection with any error or misunderstanding or lack of clarity in the terms of such instructions.

1. 8 I authorise the Bank, as it may deem fit in its discretion, to disclose all instructions to its head offices, branches, related corporations, subsidiaries, affiliates, counterparties, service providers, regulators and/or other authorities or where the Bank is required by law and/or regulation or the request of any judicial, government or regulatory authority.
1. 9 I agree to the Bank notifying me/us about all products or services offered by the Bank periodically to us either by e-mail, letter or pamphlets.
1. 10 I agree to authorize the Bank to grant advances, loan or other banking facilities or accommodation for any of my sole/joint accounts, and by way of security to accept as duly signed or executed on my behalf any document creation or evidencing any charge, mortgage, pledge or lien over or in respect of any securities, deeds documents or other property whatsoever from time to time in the Banks possession for my sole/joint account whether by way of security, safe custody or otherwise.
1. 11 I agree to authorise and request the Bank enter into interest rate transactions, currency exchange, credit derivatives transactions or equity linked deposits including (without limitation) dealing in spot and forward rate exchange contract, foreign currency, futures, option, forward rate arrangement, swap and any other foreign exchange or interest rate hedging arrangement, equity swaps , equity options, credit-linked notes, equity linked deposits and such other instrument as are similar to or derived from any of the foregoing which the Bank may offer and which I may request from time to time of any type or natures whatsoever on such terms and conditions as are then current or as may be stipulated by the Bank from time to time.
1. 12 I agree that I shall be liable to pay all charges, fees, interest and costs wherever applicable, which the Bank may levy with respect to my account or any transaction or services rendered and the same may be recovered by the Bank.
1. 13 I agree that I shall not give any compensation in cash or in kind, in any manner, to any official of the Bank before or at the time of opening an account or at any time thereafter for carrying out any transaction with the Bank or otherwise.
1. 14 I agree that the Bank will send to me communications / letters etc. through courier / messenger / mail or through any other mode at its discretion and the Bank shall not be liable for any delay arising there from. The Bank shall also not be responsible for any unauthorized interception of e-mail or any other communication through whatever mode to or from the Bank. Save as otherwise provided in these terms and conditions, any demand or communication made by the Bank under these terms and conditions shall be made at the address given by me (or such other address as I shall notify the Bank from time to time) and, if posted, shall be deemed to have been served on me on the date of posting.
1. 15 I agree that the Bank shall have the right to require me to submit additional documentation in future to fulfil any additional/ new KYC / AML guidelines or regulatory requirements. I agree that I shall ensure compliance of the same. I agree that in case of non-compliance, the bank reserves the right to freeze or close my account.
1. 16 1.14 I agree that an account may (subject to the Bank's discretion) be opened for a Minor only on a joint basis where the other joint account holder is the parent or legal guardian of the Minor. Such account shall be subject to the imposition of any additional conditions and/or restrictions that the Bank in its sole discretion considers appropriate, including as to the operation of the account and/or the availability of services. The parent or legal guardian shall at all times be responsible for all Instructions given by the Minor in relation to such Joint Account and for ensuring the Minor's compliance with this Agreement and/or any other applicable agreement, until the Minor attains majority. I The parent or legal guardian agrees to indemnify the Bank against the claim of above Minor for any withdrawal/transactions made by him in the Minor's account.
1. 17 1.15 I agree that the Bank shall not be liable for any damages, losses (direct or indirect) whatsoever, due to disruption or non-availability of any of services/facilities by reason of technical fault/error or any failure in telecommunication network or any error in any software or hardware systems beyond the control of the Bank.
1. 18 I agree that my Transactions may only be processed normally during banking hours at the Bank.

1. 19 I agree that while the Bank maintains strict confidentiality in all matters relating to customer's account(s) and business, it is agreed and understood that the Bank may: i. Disclose any information relating to my account(s) and business to any branch or office of the Bank or associated and affiliated companies; ii. Outsource any of the functions of the Bank to another office of the Bank in any other jurisdiction; iii. Disclose any information if required to do so by an order of a competent court or regulatory authority iv. Disclose any information if required for participation in any telecommunication or electronic clearing network v. Disclose any information if required for credit rating by recognized credit rating agencies or to credit information bureaus; vi. Disclose any information for fraud prevention purposes; vii. Disclose any information to any person or organisation whether in Singapore or elsewhere which is engaged by the Bank, or engaged as a sub-contractor by such person or organisation, for the purpose of performing or in connection with the performance of services or operational functions of the Bank where such services or operational functions have been outsourced; and viii. Disclose any information to any persons to whom disclosure is considered by the Bank in its sole and absolute discretion to be necessary, desirable or expedient.
1. 20 I have received, read, understood and accepted the terms and conditions set out in these Terms and Conditions, the Client Agreement, and any other terms and conditions as may be prescribed by the Bank that apply to the Account and any services to be provided by the Bank.
1. 21 Force Majeure: I agree that the Bank shall not be liable if any transaction does not fructify or may not be completed or for any failure on part of the Bank to perform any of its obligations under these Terms and Conditions or those applicable specifically to its services/facilities if performance is prevented, hindered or delayed by a Force Majeure Event and in such case its obligations shall be suspended for so long as the Force Majeure Event continues. **"Force Majeure Event"** means any event due to any cause beyond the reasonable control of the Bank, including without limitations, unavailability of any communication systems, breach, or virus in the processes or payment or delivery mechanism, sabotage, fire, flood, explosion, nuclear or natural catastrophes, pandemic, epidemic, acts of god, civil commotion, strikes or industrial action of any kind, riots, insurrection, war, acts of government, computer hacking, unauthorised access to computer data and storage devices, computer crashes, malfunctioning in the computer terminal or the systems getting affected by any malicious, destructive or corrupting code or program, mechanical or technical errors/failures or power shut down, faults or failures in telecommunication etc.
1. 22 Indemnity: I agree that I shall indemnify and hold the Bank harmless against all actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Bank may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of providing any of the services or due to any negligence/mistake/misconduct on my/our part or breach or non-compliance by me/us of any of the Terms and Conditions relating to any of the services or by reason of the Bank in good faith taking or refusing to take action or partially taking action or so acting whether wrongly or mistakenly on any instruction given by me.
1. 23 Right of Lien/Set off: I hereby grant and confirm the existence of the right of lien and set-off with the Bank, which the Bank may at any time without prejudice to any of its specific rights under any other agreements with me, at its sole discretion and without notice to me utilize to set-off or appropriate any moneys belonging to me and lying/deposited with the Bank or due by the Bank to me, or liquidate by private or public sale any of my assets and set-off or appropriate the proceeds from such sale, towards any of the dues payable by me to the Bank.
1. 24 Miscellaneous: I agree that failure to enforce any rights conferred by these Terms and Conditions or any law shall not be deemed to be a waiver of any such rights or operate so as to affect the exercise or enforcement thereof at any subsequent time.
1. 25 In case I am a foreign national, I confirm that I have verified the local applicable rules and regulations for investments in offshore products and have complied with the same.
1. 26 I hereby represent, warrant and undertake that:
- I have read, fully understood and have accepted these Terms & Conditions based on my own judgement and not in reliance on any representation or statement of the Bank or any of its servants, employees, nominees, directors and agents;
 - I have full legal capacity, authority and power to accept and agree to these Terms & Conditions, to open or allow the Bank to open, to maintain and/or continue to maintain all Account(s) from time to time opened and/or maintained and/or continued to be maintained with the Bank, to enter into all transactions contemplated by these Terms & Conditions and the Client Agreement, such that any further transactions

will constitute a legally binding and enforceable obligation of mine, to perform these obligations and to give the Bank any instructions that may be given from time to time;

- c. I am not bankrupt or financially insolvent and no steps are being or have been taken to appoint a trustee in bankruptcy or receiver or receiver and manager or judicial manager or liquidator or other similar person over me or my assets;
- d. all authorisations, consents, licences or approvals (whether under any applicable laws or otherwise) required to accept and agree to these Terms & Conditions, to open or allow the Bank to open, to maintain and/or continue to maintain and/or to allow the Bank to open all Account(s) from time to time opened and/or maintained and/or continued to be maintained with the Bank, to enter into all transactions contemplated by these Terms & Conditions such that any further transactions will constitute a legally binding and enforceable obligation of mine, to perform these obligations and to give the Bank any instructions that may be given from time to time have been obtained and would be maintained in full force and effect;
- e. I am acting as principal and not as an agent for any person and except for any security or encumbrance created in favour of the Bank, I am and will remain the legal and beneficial owner of all cash and assets of any kind whatsoever held by the Bank for me and no person other than me has or will have or acquire any beneficial or other interest in or security or other rights over any Account and/or over any cash or assets of any kind whatsoever held by the Bank for me without the prior written consent of the Bank;
- f. all information provided by me to the Bank, including but not limited to all information provided for the purpose of opening an Account with the Bank is true, accurate and complete and if and when there is any change in such information, I will update the Bank in accordance with clause 1.5 above; and
- g. I will comply at all times with all laws, regulations, and regulatory policy of any jurisdiction binding upon or applicable to me in connection with any of the services provided to me by the Bank, the operation and maintenance of my Account(s) and my entry into any transactions pursuant to these Terms & Conditions.

The representations, warranties and undertakings in this clause 1.26 will be deemed repeated whenever any instruction is given to the Bank, any of my accounts are established or opened and any cash, asset or instrument is deposited or received by the Bank for me or any service is utilised by me and on each day so long as any of the Bank's rights or my liabilities under these Terms & Conditions remain to be exercised and discharged to the Bank's satisfaction.

1.27 I agree that the Bank may, as the Bank deems fit, comply with:

- (a) any applicable laws including but not limited to applicable statutes, enactments or acts of any legislative body, laws, ordinances, rules, bye-laws, regulations, notifications, guidelines, policies, directions, directives and orders and any modifications or re-enactments thereof issued by any governmental authority including but not limited to the Government of India, Reserve Bank of India, Kingdom of Bahrain, Central Bank of Bahrain, Government of UAE, Central Bank of UAE, Dubai Financial Services Authority, Government of Hong Kong, Hong Kong Monetary Authority, Securities and Futures Commission Hong Kong, Government of Singapore, Monetary Authority of Singapore, International Financial Services Centres Authority India;
- (b) sanctions regimes of United Nations, Office of Foreign Assets Control, U.S. Department of the Treasury, European Union, UK HM Treasury, India, Bahrain, Singapore and/or any other country (collectively, "Sanctions");
- (c) any order of a competent court, any agreement between the Bank and any government and regulatory authorities or any agreement or treaty between any government and regulatory authorities (in each case, whether local or foreign).

1.28 I agree that the Bank shall not be responsible or liable for any actions, claims, demands, proceedings, losses, damages, costs, charges and expenses whatsoever which the Client or any other party may at any time incur, sustain, suffer or be put to as a consequence of or by reason of or arising out of or in connection with any action taken by the Bank which in the sole opinion of the Bank is deemed necessary including but not restricted to any disclosure made by the Bank pursuant to a requirement or order or direction by any applicable governmental authority or any applicable regulator and/or any other authority in any jurisdiction or pursuant to compliance with any Sanctions.

1.29 I agree that the Bank may take such measure/s, in its sole discretion, to comply with the foregoing including but not limited to: (A) suspension or freezing or blocking of my Account, blocking of my transactions and/or putting my Account and/or any transactions on hold; (B) closure of my Account and/or termination of my banking facilities as availed from the Bank; (C) suspension or termination of my use of any products or services or accounts of the Bank, held in any currency; and/or (D) such other steps and/or actions as the Bank may deem necessary to comply with any applicable laws.

2. Conditions applicable to Term Deposits

2. 1 I agree that the Bank will pay the term deposit amount either on maturity or premature withdrawal (subject to clause 2.6 below) only at the branch where the term deposit is placed.
2. 2 I agree that the deposit may not be withdrawn within 7 days of placing the deposit or any timeline as specified by the bank from time to time, and that interest will not be paid for any deposit withdrawn before the completion of 7 days or any timeline as specified by the bank from time to time.
2. 3 I agree that applicable taxes, if any, will be deducted from the interest at the time of payment of term deposit, as per applicable law.
2. 4 I agree that interest on term deposits will be credited into my account at the rate(s) as may be from time to time prescribed by the Bank.
2. 5 I agree that maturity instructions should be given in writing to the Bank at least 7 days before maturity date of the term deposit, otherwise the deposit will be automatically rolled over for the period as decided by the Bank from time to time at the Bank's prevailing rate(s).
2. 6 I agree that term deposits will not be ordinarily allowed to be withdrawn before maturity, whether partially or in full. The Bank may, however, at its sole discretion, consider requests for premature withdrawal of term deposits (only in full and no partial premature withdrawals are allowed) in extraordinary circumstances, based on my request or the requests of all the Depositors in the case of joint deposit. In the event of the Bank consenting to part or all of a term deposit being withdrawn before maturity, interest will accrue for such period as may be determined by the Bank in its sole discretion and the Bank may deduct premature withdrawal charges and / or adjust the interest already paid from the deposit of an amount as may be decided by the Bank in its discretion. I acknowledge that even in the case where the principal amount of the deposit is protected, after deduction of the premature withdrawal charges and adjustment of interest already paid, the amount returned may be less than the principal amount. I agree that if the deposit is withdrawn between two tenors offered by the Singapore branch, the interest rate applicable will be lower rate of the two tenors (as existing at the time of opening the deposit sought to be broken) less the withdrawal charges. I acknowledge and understand that the relevant premature withdrawal charges and any other fees, charges and expenses in respect of the deposits shall be based on the relevant market conditions at the time of the premature withdrawal and shall be notified by the Bank to me at such time.
2. 7 I agree that premature withdrawal will not be allowed on deposits which have been notified to me from time to time by the Bank as non-withdrawable deposits.
2. 8 I agree that if an term deposit matures on a non-banking day, the deposit shall be due for repayment on the next working day. However, the interest on the deposit shall be accrued for only the period till the original maturity date.
2. 9 I agree that all deposits will be made at my risk and I will bear all exchange, transfer, and other risks relating to the term deposits. The Bank's sole obligation in relation to the deposits will be to transfer amounts from my deposit, upon receipt of written instructions from me, and credit my specified account with the principal and interest. I understand and agree that in the event of any restrictions being placed on my deposits, I will not have any rights or remedies against the Bank or any other office, branch or affiliate of the Bank located outside the country in which the deposit was placed.
2. 10 I acknowledge and agree that only permitted credits and debits can be instructed in respect of the deposits.

3. Conditions applicable to Call Accounts:

- 3.1 I agree that Call Accounts shall at all times be maintained by me with credit balance and no overdraft facility will be permitted by the Bank. I agree that in the event the account is overdrawn for any reason whatsoever the Bank reserves the right to set off this amount against any credit lying in any of my accounts without giving any notice to me. The bank further reserves the right to charge an interest based on the amount and period which the account is overdrawn.
- 3.2 I agree that the Call Account can only be opened in such manner as the Bank may stipulate from time to time.

- 3.3 I agree that the Call Account and amounts lying to the credit therein are non-transferable and no right, title or interest therein or any part thereof can be transferred or secured by me to or in favour of any person without the prior written consent of the Bank.
- 3.4 I agree that the Bank reserves the right to impose service charges on Call Accounts and the services in connection therewith as may be determined by the Bank in its sole discretion including without limitation any charges which may be permitted or suggested pursuant to the rules of any regulatory body or organisation of which the Bank is a member. I permit the bank to debit the relevant account(s) in accordance with the Bank's normal banking procedures. Such charges are not refundable upon termination of any or all of my account(s)
- 3.5 I agree that for the avoidance of doubt the balances lying to the credit of Call Account shall also be subject to the provisions of Banker's Lien and Right of Set Off.
- 3.6 I agree that the Bank has the right to freeze the Call Account or to impose dormant status on the account without any notice to me if the account is not transacted for a period of 2 years from the date of opening of account or the last transaction whichever is later (excludes system generated transactions like credit interest, debit interest). I agree that the account will be activated only after furnishing of the required KYC / AML documents subject to the satisfaction of the Bank
- 3.7 I agree that the Bank has authority to debit the Call Accounts to recover any amount credited erroneously
- 3.8 I agree that I will be liable for any loan or other facilities arising in connection with any of Call Account and I hereby authorize the Bank to debit any such account(s) with all or any interest (including compound interest), commission or other banking charges, costs and expenses (including any legal costs) incurred in connection therewith at such rates as may be determined by the Bank from time to time in its absolute discretion. I will also pay to the Bank any such amounts, in a manner and, at such times, as may be required by the Bank in its absolute discretion.
- 3.9 I agree that any and all amounts credited to the above account(s) while any loan or any other banking facilities in connection therewith is current shall firstly be applied by the Bank to reduce any interest (including compound interest), payable until the interest is paid in full. Then and only then shall any such amounts so credited be applied to reduce the principal amount of any such loan or any other banking facilities.
- 3.10 I agree that there can be risks associated with any account(s) denominated in foreign currency. Accordingly, I accept that I am solely responsible for all such risks and any costs and expenses howsoever arising (including without limitation, those arising from any international or domestic legal or regulatory restrictions including but not limited to the Bank's decision in good faith to suspend or terminate operations in Singapore) in respect of any such account(s). Withdrawals or dealings on any such account(s) are also subject to the relevant currency being available at the Bank's relevant branch. Conversion from one currency to another shall be at the rate of exchange as determined by the Bank (in its absolute discretion) from time to time.
- 3.11 I understand that the Bank will send or deliver to me a statement of account(s) at least once a month (save in respect of any account(s) that has, in the sole option of the Bank, been inactive for a period of one year or more, such statement of account(s) will be sent or delivered by the Bank annually) or in each case at such other intervals as may be agreed between the Bank and us from time to time and I agree that I am solely responsible for promptly examining all entries thereon and that I must give the Bank written notice within 14 days of the date of the relevant statement of any discrepancy that I believe exists between any such statement and my own records. In the absence of any such notice from me, I shall be deemed to have agreed and certified conclusively (for all purposes) the correctness of the relevant statement of account.
- 3.12 I agree in the event my passport or other identification document expires, I will submit an updated copy of the same to the Bank within a period of 3 months from the date of expiry of the passport or other identification document, or any other period which the Bank decides, failing which my account will be frozen (such that no transactions, whether credit or debt, may be performed) until the Bank receives a updated copy of the passport.

4. Other provisions:

- 4.1 I agree to execute such agreements/ forms and provide and furnish such documents as may be required by the Bank. The Bank reserves the right to require submission of other documents as may be determined by the Bank on a case-to-case basis.
- 4.2 I agree that the Account will be opened only when the documents submitted to the Bank are complete in all respects to the satisfaction of the Bank. Acceptance of documents by the Bank does not confer any right to me to require the Bank to open the Account. I am bound to furnish any further documents or rectification of the documents already submitted to the Bank as and when required by the Bank. The Bank is entitled to hold back or suspend the opening of the account or part or whole of the services offered / provided or to be offered or provided to me till receipt of the documents or rectification as sought by the Bank.

- 4.3 I agree that as per the AML–KYC policy of the Bank, the Bank would be reviewing the KYC documents submitted by me, periodically. I agree that I am obligated to provide the latest copy of my valid documents (e.g. the Residence Permit, Identity Proof, Address Proof, income proof etc.) or updated versions of such documents submitted by me earlier or any other document as may be determined by the Bank from time-to-time. The Bank reserves the right to freeze my account, upon failure to submit the aforementioned documents.
- 4.4 I agree that account can be opened in the names of: An individual in his/ her own name, or jointly by 2 or more persons. An account may only be opened in the name of a minor subject to clause 1.16 above. In case of joint accounts, any change in operational instructions/ signing conditions or any other information with regard to the application form is to be given by all the joint account holders irrespective of mode of operation. A company, partnership firm, trust, association or other entity (registered or constituted outside Singapore) as may be permitted by the Bank in their respective names. The Bank may permit fiduciary accounts in the name of a trust, firm of solicitors or accountants or such other intermediaries as may be determined by the Bank subject to satisfaction of the "Know Your Customer" ("KYC") Anti- Money Laundering requirements. Charitable funds and religious, sporting, social, cooperative and professional societies cannot establish a relationship with the Bank until an original certificate authenticated by the relevant authorities of the country of their registration/ incorporation confirming their identities and authorizing them to open an account is provided to the Bank.
- 4.5 I agree that in relation to any joint accounts:
- (a) I as a joint account holder as well as any other joint account holders jointly and severally agree to all the terms in these Terms and Conditions and any other applicable agreements and shall be jointly and severally liable for all obligations and liabilities incurred on or in respect of such joint account and pursuant to these Terms and Conditions and any other applicable agreements. The death or incapacity of any joint account holder shall not affect or discharge the liability of any other joint account holder;
 - (b) in relation to a joint account opened with a joint alternate authority, any instruction given and/or document signed or executed by any joint account holder shall be accepted by and binding on each and every other joint account holder;
 - (c) in relation to a joint account opened with a joint authority, any instruction may be given by the joint account holders in one or more counterparts, which shall taken together constitute the same instruction and be accepted by and binding on all joint account holders. Notwithstanding anything in these Terms and Conditions, I agree that any joint account holder may give instructions to the Bank singly and the Bank shall be entitled (but not obliged) to act on such instructions and all the joint account holders shall be liable for any such instruction as if they had given such instructions jointly;
 - (d) the Bank may (but shall not be obliged to) credit a joint account with funds received in favour of any joint account holder without prior notice unless specific instructions to the contrary are given to us; and
 - (e) we agree to dispense with giving each joint account holder separate communications and/or any other correspondence in relation to the joint account, and the Bank may send only one set of communications and/or correspondence to any of the joint account holders. Notwithstanding any other provision to the contrary in these Terms and Conditions, any communications and/or other correspondence sent, despatched or delivered by the Bank to any of the joint account holders shall be deemed to have been sent and received by all the joint account holders.
- 4.6 I agree that accounts in the names of a company, partnership firm, trust, association or other entity shall be operated by the authorized signatory /signatories of the respective entities as specified in the application form/resolution submitted by such entity at the time of opening the account. Changes to authorised signatories of such entities shall be recognized only upon due submission of the requisite authorisations/ resolutions approving such changes to the satisfaction of the Bank.
- 4.7 I agree that a minimum deposit may be prescribed for opening any account under a relationship and a minimum average balance during a quarter may also be required to be maintained in accounts. I agree that failure to maintain the prescribed average minimum balance will attract additional service charges as may be stipulated by the Bank from time to time.
- 4.8 I agree that no cheque book, ATM, credit card, debit card or nomination facility will be provided for accounts opened with the Bank.
- 4.9 I agree that the Bank may discharge its entire liability with respect to an account which it closes by deducting a service charge as may be imposed by the Bank from time to time and mailing to the my address as per the Bank's records a draft or cheque in the currency (ies) of the account without recourse to the Bank as drawer, payable to my order in the amount of the then credit balance in the account.
- 4.10 I agree that in the case of an account opened in my sole name, in the event of my death, the account shall be blocked with immediate effect and the Bank shall not be under any obligation to release the monies in the account save on production of a legal heir certificate or the probated will and

a court order issued by a court of competent jurisdiction and valid death certificate of the relevant customer issued by a competent government authority, and the execution of such further documents (including indemnities or declarations) by my legal or personal representative. Upon the Bank's receipt of notice of my death or incapacity, the Bank shall not deal with and/or accept instruction from any person other than my legal or personal representatives (including my administrators or executors), provided always that the Bank may, in its absolute discretion, require my legal or personal representatives to produce and/or execute such documents (including a court order, grant of probate or letters of administration) and/or indemnities as the Bank may stipulate. The Bank shall be entitled to ask for any additional document(s) as it may deem necessary for the purpose of releasing the monies in the account. For the avoidance of doubt, if any amount is outstanding from me or owing by me at the time of my death, the Bank may recover any amount outstanding or owing by me by setting-off such amounts against or appropriating any moneys belonging to me and lying/deposited with the Bank or due by the Bank to me, or liquidating by private or public sale any of my assets and setting off or appropriating the proceeds from such sale, at the Bank's sole and absolute discretion and without any notice to the executors or administrators of my estate.

4.11 I agree that in the case of joint account(s) in the event of the death of any of the joint account holders:

- (a) Upon receipt of notice of the death of any joint account holder, the Bank may, subject to the production and/or execution of such documents (including any grant of probate or letters of administration) and/or indemnities as the Bank may require, hold the assets in the joint account to the order of the surviving joint account holder(s) if the joint account is opened with a joint alternate authority. This shall be without prejudice to any right (whether present, future, actual, contingent or otherwise) that the Bank may have in respect of any assets in the joint account arising out of any lien, charge, pledge, set-off, counterclaim or otherwise or to any step which the Bank may consider desirable to take in respect of the joint account to establish the legality of such holding or in view of any claim by any person other than the surviving joint account holder(s). For the avoidance of doubt, if any amount is outstanding from any of the joint account holders or owing by any of the joint account holders at the time of their death, the Bank may recover the amount outstanding or owing by setting-off such amounts against or appropriating any moneys belonging to the joint account holder and lying/deposited with the Bank or due by the Bank to the joint account holder (including such moneys in any joint account), or liquidating by private or public sale any of the joint account holder's assets (including any assets in any joint account) and setting off or appropriating the proceeds from such sale, at the Bank's sole and absolute discretion and without any notice to the executors or administrators of the joint account holder's estate;
- (b) Any transfer made by the Bank in the Bank's absolute discretion of the assets in the joint account to the surviving joint account holder (s) shall constitute a complete discharge of the Bank's obligations under these Terms and Conditions and/or any applicable agreement and the Bank shall be released from all demands, claims, suits and actions whatsoever by the heirs, beneficiaries, executors and/or administrators of the deceased joint account holder;
- (c) each surviving joint account holder and/or the personal representatives of any deceased joint account holder shall indemnify and hold the Bank harmless from and against any claim, demand, action and proceeding that may be brought against the Bank and any losses which the Bank may incur or suffer arising out of or in connection with the Bank holding, transferring or taking any step in relation to the assets in the joint account in accordance with the provisions of these Terms and Conditions or in accordance with the instructions or order of any of the surviving joint account holders.

4.12 I agree, acknowledge and confirm that the Bank is entitled to rely and act upon any grant of probate or letters of administration from the Singapore courts without being required to inquire into or determine the authenticity thereof or the genuineness of the signature thereon or the authority of the signatory thereof or the correctness of any fact stated therein or the property or validity of the service thereof. I further agree and acknowledge that the Bank shall not at any time be obliged to enquire into the propriety of the appointment of or any instruction from my legal or personal representatives. If there is any action against the Bank or if the Bank incurs any costs or liabilities due to payments made by the Bank from the deceased Client's account(s) in reliance upon and in conformity with written information furnished to the Bank by the executor(s)/administrator(s) in an inheritance claim application, the recipients of any such payment undertake to indemnify and to hold harmless the Bank, its officers, directors, agents and employees for any and all claims, demands, losses, damages, liabilities, obligations, penalties, suits, judgements, actions, causes of action and expenses and obligations, including attorneys' fees and expenses, as they arise, relating to the actions taken pursuant to the administration of the deceased customer's estate pursuant to the grant of probate or letters of administration and/or any matters related thereto.

4.13 I agree that without being under any obligation to do so, the Bank may decline to affect any withdrawal from an account (whether sole or joint) where a depositor has died until the Bank has received evidence satisfactory to it as to the legal heirs, payment of estate duty and any other matters as it may reasonably require.

- 4.14 I agree that I shall not permit any encumbrance or third-party interest over or against any account(s) without the Bank's express prior written consent.
- 4.15 I hereby waive any right of action against any of the other offices or branches of HDFC Bank Limited. The other offices of HDFC Bank Limited shall not in any manner be liable for any delays, losses, damages, claims or expenses of whatsoever nature arising in relation to any of my relationship with the Bank. I further waive any claims or actions that I may have in any jurisdiction outside Singapore. The clients who are residents of the United States
- 4.16 The clients who are residents of the United States of America ("USA") hereby acknowledge that they are subject to the laws applicable for the time being in the USA and undertake to make such filings and reporting's as are required under the applicable laws of USA or other relevant jurisdiction in relation to the deposit accounts with the Bank and/or any of the Indian or offshore branches of HDFC Bank Limited, including, if required, the Report of Foreign Bank and Financial Accounts to be submitted to the US Department of Treasury. The clients confirm that the disclosure to the authorities of any applicable jurisdiction, if required by any applicable law or order, of any information pertaining to their relationship with the Bank and/or the other branches of HDFC Bank Limited, would not constitute a violation of any applicable banking secrecy laws or practices and expressly release the Bank and the other offices and branches of HDFC Bank Limited from any liability arising from such disclosure.
- 4.17 I agree that all credit balances in the name of or held in my account with the Bank shall be repayable and collectible only at the Singapore branch of the Bank. I agree that neither the head office of the Bank nor any other office, branch or affiliate of HDFC Bank Limited shall in any event assume liability for repayment of monies or deposits placed with the Bank and I shall have no claim or action outside Singapore against such persons. I shall have no right of recourse or setoff against the assets of HDFC Bank Limited or any of its branches outside of Singapore and all such claims, actions and rights of recourse or setoff shall be waived.
- 4.18 I agree that the Terms & Conditions herein shall be governed by, and construed in accordance with the laws of Singapore. I hereby irrevocably and unconditionally submit to the exclusive jurisdiction of the courts of Singapore in connection with any action or proceeding that may arise out of or in connection with the Terms & Conditions however such submission shall not prejudice the Bank's right to commence action against the client in any other court of competent jurisdiction.
- 4.19 I agree that as the client's collecting agent, the Bank assumes no responsibility whatsoever and shall only permit withdrawal upon final receipt of proceeds by the Bank. I agree that the Bank reserves the right to: Route each item for collection in accordance with the Bank's normal practice; refuse to accept for collection any item presented by me; and debit my account for the proceeds of any cheque or instrument credited to it which is not subsequently honoured.
- 4.20 I agree that all my transactions with the Bank are commercial in nature. I agree that the Bank shall have the right, without reference to me, to debit my / our account(s) with all fees, expenses, interest, commissions, taxation and other charges for all the transactions between the client and the Bank. A copy of all Bank fees, charges and expenses is available upon written request, which may be amended from time to time and the Bank shall provide me with prior notice of any amendments to such fees, charges and expenses, in such format as the Bank shall determine in its sole and absolute discretion.
- 4.21 I agree that the Bank has the right to accept or refuse at any time and without providing any reasons, an application submitted by me to avail of any products or services offered by the Bank. Further, I agree that the Bank may exercise its discretion and accordingly offer products and services to select clients considering their financial well-being, risk tolerance, applicable governing laws and regulations. I agree to hold the Bank harmless for not offering any of the products or services to me.
- 4.22 I agree that the Bank has the right to freeze my account(s) without prior notice upon any of the following occurrences:
- (a) breach of these Terms and Conditions;
 - (b) the Bank suspects that a money laundering, fraud or other financial crime has been committed in respect of my Account or if the Bank has reasons to believe that the continued operation of my account would breach any laws or regulations or accepted standards national or international;
 - (c) at any time the Bank receives an order from any enforcement authority to freeze the account(s);
 - (d) should no transaction occur in the account(s) for a period of 730 days or any other period as may be determined by the Bank (not applicable for term deposits);
 - (e) should any mail addressed to my mailing address provided to the Bank be returned undelivered and telephone contact not be established by the Bank;

- (f) should charges accrue on an account due to non-availability of funds to recover the same;
- (g) should I not submit any KYC documents as and when demanded by the Bank.

I agree that the Bank shall not be responsible or liable for consequences arising from such freeze made on the account(s). I agree and accept such orders for freeze without any further recourse against the Bank or its directors, officers and staff.

4.23 The Client may have provided and may, from time to time, provide to the Bank personal data concerning the Client or the Client's directors, officers, employees, partners, shareholders, agents, representatives or beneficial owners. When disclosing any personal data to the Bank, the Client represents, warrants and undertakes that:

- (a) For any personal data of individuals that the Client is or will be disclosing to the Bank, the Client would have prior to disclosing such personal data to the Bank, obtained the appropriate consent from the natural persons whose personal data are being disclosed to (i) permit the Client to disclose the natural persons' personal data to the Bank; (ii) permit the Bank (in Singapore or elsewhere) to collect, retain, use, disclose and/or process the natural persons' personal data in accordance with the HDFC SG Privacy Policy (the "**Privacy Policy**") [R&T: Link to be inserted once this has been prepared and uploaded to HDFC SG's website.]; and/or (iii) notify the Bank if the Client at any time receives notice from any such natural persons that such natural person has withdrawn its consent to the collection, use or disclosure by the Bank of his or her personal data;
- (b) The Client shall give the Bank notice in writing as soon as reasonably practicable should the Client become aware that any natural person mentioned above has withdrawn such consent as set out above. Without prejudice to the Bank's rights under any applicable laws or regulations, any of the Terms & Conditions herein and/or any other agreement between the Bank and the Client, upon the receipt by the Bank of the said notification or, in the event that the Bank at any time receives notice from any such natural persons that such natural person has withdrawn its consent to the collection, use or disclosure by the Bank of personal data about it, the Bank shall have the right to discontinue or not to provide any of the Accounts, services or facilities contemplated under the Terms & Conditions and Client Agreement;
- (c) The Client shall assist the Bank in compliance with the Personal Data Protection Act 2012 of Singapore; and
- (d) The Client has notified the Privacy to the relevant natural persons prior to disclosing their personal data to the Bank.

4.24 The Bank may, from time to time, update or revise the Privacy Policy. In doing so, the Bank will use commercially reasonable methods to notify the Client of such revisions, such as by posting a revised version on the Bank's website. Such updated or revised Privacy Policy shall be effective upon publication on the Bank's website, and the Client is responsible for ensuring that the Client has read the most current version of the Privacy Policy. The Client's continued access and/or use of the Bank's website and services thereafter will be deemed to constitute the Client's conclusive acceptance of the updated or revised policies.

4.25 The Client shall not disclose to any other person, in any manner whatsoever, any information relating to the Bank or its affiliates of a confidential nature obtained in the course of availing the services through the Bank's website. Failure to comply with this obligation shall be deemed a serious breach of the terms herein and shall entitle the Bank or its affiliates to terminate the services, without prejudice to any damages, to which the Client may be entitled otherwise.

4.26 I agree that a person who is not a party to this Agreement shall have no right under the Contract (Rights of Third Parties) Act 2001 of Singapore to enforce or enjoy the benefit of any term of this Agreement.

5. FATCA/Foreign Tax laws

I understand and agree that:

Under FATCA/ Foreign Tax laws towards compliance with tax information sharing laws, such as FATCA, the Bank would be required to seek additional personal, tax and beneficial owner information and certain certifications and documentation from its account holders. Such information may be sought either at the time of account opening or any time subsequently. In certain circumstances (including if the Bank does not receive a valid declaration from its customers) the Bank may be obliged to share information on such accounts with relevant tax authorities. If the customer has any questions about his/her tax residency, then he/she would have to contact his/her tax advisor. Should there be any change in any information provided by the customer, he/she should ensure to advise the Bank promptly, i.e., within 30 days. Towards compliance with such laws, the Bank may also be required to provide information to any institutions such as withholding agents for the purpose of ensuring appropriate withholding from the account or any proceeds in relation thereto. As may be required by domestic or overseas regulators/ tax authorities, the Bank may also be constrained to withhold and pay out any sums from the customer's account or close or suspend the customer's account(s). Neither the Bank nor any other member of the HDFC Group shall be responsible

to the customer or any third party for any loss incurred as a result of the Bank or any other member of the HDFC Group taking the actions set out in this clause. The customer can also find out more, including a list of jurisdictions that have signed agreements to automatically exchange information, along with details about the information being requested, on the OECD automatic exchange of information.

Declaration under FATCA / CRS / Foreign Tax laws

I acknowledge and agree that the information contained in this form is collected and may be kept by the financial institution for the purpose of automatic exchange of financial account information. I certify that I am the account holder / I am authorized to sign for the account holder of all the account(s) to which this form relates.

I undertake to advise HDFC Bank of any change in circumstances which affects the tax residency status of the individual identified in Part I of this form or causes the information contained herein to become incorrect, and to provide HDFC Bank with a suitably updated self-certification form within 30 days of such change in circumstances.

Signed and delivered by/ for and on behalf of the Client in token of and in witness of them having read (and/or being explained), verified, understood, irrevocably agreed to, accepted, confirmed and declared all the clauses viz. [1 to 5] on all the page numbers [1 to 11] of these Terms & Conditions, all contents thereof including all the terms and conditions contained therein, and having authenticated accuracy and correctness of the same.

Date _____

Client's Name _____

Client's Signature _____