



Facilities Terms and Conditions

Facilities Terms and Conditions

These Facilities Terms and Conditions shall be read in conjunction with the Facilities Application Form and the Facilities Confirmation Letter issued or to be issued by Deutsche Bank Aktiengesellschaft, Hong Kong Branch or Singapore Branch (as applicable, the "Bank") to the Borrower.

Please note that the applicability of the terms and conditions under the headings "General Terms and Conditions for Credit Facility", "General Terms and Conditions for Foreign Exchange Transactions Facility", "General Terms and Conditions for Derivatives Transactions Facility" and "Jurisdictional Terms and Conditions" within these Facilities Terms and Conditions (in each case whether in whole or in part) is subject to the Facilities Application Form and the Facilities Confirmation Letter. As such the Borrower should read the Facilities Application Form, these Facilities Terms and Conditions and the Facilities Confirmation Letter in their entirety carefully to understand the scope of the terms of the relevant Facilities and whether a specific terms and conditions in these Facilities Terms and Conditions apply to you.

1. General Terms and Conditions for Credit Facility

1.1. The Credit Facility shall be made available to the Borrower on an uncommitted basis.

1.2. Any drawdown under or utilization of the Credit Facility shall be at the Bank's discretion, subject to the availability of funds, provision of adequate collateral and other factors as the Bank may deem relevant. The Bank has no obligation to extend the Credit Facility to the Borrower and/or allow any drawdown under or utilization of the Credit Facility even if all the conditions precedent set out in the Facilities Documentation and collateral requirements are satisfied, and the Bank needs not give any reasons for its decision in this regard.

1.3. The Credit Facility will be available for such period as set out in the Facilities Confirmation Letter or until terminated by the Bank at any time with reasonable notice at its absolute discretion or in accordance with the Agreement, whereupon all amounts outstanding under the Credit Facility shall become due and payable immediately.

1.4. Notwithstanding any other provision, or any purpose for which the Credit Facility may be provided, the Bank shall have the absolute right to demand at any time the immediate repayment of all amounts outstanding under the Credit Facility.

1.5. The Borrower agrees that:

- (i) The Credit Facility shall not be used for the

acquisition or retention of property rights in land or in an existing or projected building in the European Economic Area ("EEA"):

- (a) where the Borrower is acting in his/her/its capacity as a trustee, if any of his/her/its beneficiaries are individuals resident in or become resident in the EEA; or
 - (b) if the Borrower is an individual, he/she is resident in or become resident in the EEA; and
- (ii) the Facility shall not be used for the acquisition or retention of any property rights in land or in an existing or projected building:
- (a) where the Borrower is acting in his/her/its capacity as a trustee, if any of his/her/its beneficiaries are individuals resident in or become resident in Germany; or
 - (b) if the Borrower is an individual, he/she are resident in Germany or become resident in Germany.

1.6. The Credit Facility is to be utilized for investments in Deutsche Bank financial products or such other investments as the Bank may approve from time to time. Any fund outflow (for purposes other than reinvestment in Deutsche Bank financial products or other approved investments) shall be subject to the Bank's agreement.

1.7. Each loan utilized under the Credit Facility shall be repaid together with interest thereon on the last day of the relevant interest period (based on a 360-day year or 365-day year for drawdown in any currency, whichever is applicable and for the actual number of days elapsed) in the currency of the drawdown, subject always to the Bank's option to require repayment in a currency acceptable to it. In the event that repayment is made in such other currency, that currency will be converted to the currency of the drawdown at such rate as we may determine and you agree to indemnify us for any shortfall due to the conversion. The Bank may at its sole discretion allow the rollover of a loan for similar/different interest period subject to such conditions as it may deem fit.

1.8. Any early termination of the Credit Facility or loan utilized thereunder is not allowed without the Bank's consent. Where such consent is granted,

it may be granted on such conditions as the Bank may specify at its absolute discretion. The Borrower shall be liable for any and all break-funding costs relating to early termination (as determined by the Bank).

- 1.9. Any rate of interest may be changed and/or modified by the Bank at any time with prior notice, to the extent permitted under applicable laws. Where the reference rate is stipulated as "Cost of funds", subject to change upon notice to the Borrower, this reference rate in relation to any relevant sum and period, shall be the rate determined by the Bank in its discretion, taking into account the rate per annum for deposits in amount and for period comparable to such sum which is or would be offered to the Bank by prime banks in the Hong Kong or Singapore inter-bank market, as the case may be, or such other rate as determined by the Bank in its sole discretion,

including but not limited to cost, whether related to funding or otherwise.

2. General Terms and Conditions for Foreign Exchange Transactions Facility

- 2.1. Transactions (as defined in the MDA) are, pursuant to clauses 2.6 and 2.7 of the MDA, subject to the requirements and limits as stipulated in the Facilities Documentation, in particular the Facilities Confirmation Letter.
- 2.2. Foreign exchange transactions on a margined basis ("MFX") for the Borrower may only be entered into upon the Bank's confirmation that the Borrower's MFX account has been set up.
- 2.3. For the purpose of the Facilities Documentation, details of the currencies and metal, their corresponding tier classification, Margin Maintenance Ratios and Close-Out Ratios are set out below.

Maintenance and Close-out ratios to be used for Foreign Exchange Transactions

Tier Classification	Currency Code / Precious Metal Code ¹	Margin Maintenance Ratio	Close-out Ratio
1	AUD, CAD, CHF, DKK, EUR, GBP, JPY, NOK, NZD, SEK, SGD, USD, HKD, CNH, CNY	8%	5%
2	AED, BHD, CLP, INR, OMR, PEN, QAR, SAR, THB, TWD, XAU	10%	7%
3	COP, CZK, HUF, IDR, JOD, KRW, MXN, PHP, PLN	18%	10%
4	ARS, BRL, EGP, KWD, KZT, RON, RUB, TRY, UAH, VND, XAG, XPD, XPT, ZAR	25%	15%

1. Please see the immediate next table for details of the currency and commodity descriptions.

Currency Code	Currency Description
AED	U.A.E. DHIRAM
ARS	ARGENTINE PESO
AUD	AUSTRALIAN DOLLAR
BHD	BAHRAINI DINAR
BRL	BRAZILIAN REAL
CAD	CANADIAN DOLLAR
CHF	SWISS FRANC
CLP	CHILEAN PESO
CNH	OFFSHORE RENMINBI *
CNY	CHINA RENMINBI
COP	COLUMBIAN PESO
CZK	CZECH KORUNA
DKK	DANISH KRONE
EGP	EGYPTIAN POUND
EUR	EURO
GBP	BRITISH POUND
HKD	HONG KONG DOLLAR
HUF	HUNGARIAN FORINT
IDR	INDONESIAN RUPIAH
INR	INDIAN RUPEE
JOD	JORDANIAN DINAR
JPY	JAPANESE YEN
KRW	SOUTH KOREAN WON
KWD	KUWAITI DINAR
KZT	KAZAKHSTANI TENGE
MXN	MEXICAN PESO

Currency Code	Currency Description
NOK	NORWEGIAN KRONE
NZD	NEW ZEALAND DOLLAR
OMR	OMANI RIAL
PEN	PERUVIAN SOL
PHP	PHILIPPINE PESO
PLN	POLISH ZLOTY
QAR	QATARI RIAL
RON	ROMANIAN LEU
RUB	RUSSIAN RUBLE
SAR	SAUDI RIYAL
SEK	SWEDISH KRONA
SGD	SINGAPORE DOLLAR
THB	THAI BAHT
TRY	NEW TURKISH LIRA
TWD	TAIWANESE DOLLAR
UAH	UKRANIAN HRYVNIA
USD	US DOLLAR
VND	VIETNAMESE DONG
ZAR	SOUTH AFRICAN RAND
Precious Metal Code	Commodity Description
XAU	GOLD
XAG	SILVER
XPD	PALLADIUM
XPT	PLATINUM

* CNH - OFFSHORE RENMINBI DELIVERABLE IN HONG KONG

Notes:

Currencies listed in this document are for reference only. Some currencies may not be available for trading as they may not have coverage at all times from all regions due to differences in time zones and market openings. Availability is subject to the sole discretion of Deutsche Bank Aktiengesellschaft.

For certain currencies including but not limited to CNH, there may be specific trading restrictions applicable to the Borrower. Please contact the relevant Relationship Manager for further information.

Deutsche Bank Aktiengesellschaft reserves the right to change these parameters at any time.

3. General Terms and Conditions for Derivatives Transactions Facility

- 3.1. Transactions (as defined in the MDA) are, pursuant to clauses 2.6 and 2.7 of the MDA, subject to the requirements and limits as stipulated in the Facilities Documentation.
- 3.2. For the purpose of the Facilities Documentation:
- (i) in respect of a “Derivative Transaction” (being a Transaction other than foreign exchange transactions and currency option transaction), “Exposure” means, at any time, an amount equal the sum of the Borrower’s liabilities to the Bank under the Derivative Transaction at that time, including the Mark-to-Market Value of the Derivative Transaction (whether or not due) if the Borrower is in the loss; and
 - (ii) “Mark-to-Market Value” means the amount (as determined by the Bank) of the Borrower’s loss or gain, whether realised or unrealised, in respect of a Derivative Transaction.

4. General Terms and Conditions for All Facilities

4.1. General and Interpretation – All Facilities

4.1.1 Interpretation

- (i) For the purpose of the Facilities:
 - “Agreement” has the meaning given to it in Clause 4.1.2.
 - “Credit Facility” has the meaning given to it in the Facilities Application Form.
 - “Derivatives Transactions Facility” has the meaning given to it in the Facilities Application Form.
 - “Facilities” means the Credit Facility, the Foreign Exchange Transactions Facility and/or Derivatives Transactions Facility to the extent made available to the Borrower as set out in the Facilities Confirmation Letter issued by the Bank.
 - “Facilities Application Form” means the [Facilities Application Form] duly executed by the Borrower to the Bank for the purpose of applying for the Facilities.
 - “Facilities Confirmation Letter” means the confirmation letter issued by the Bank to the Borrower setting out the Facilities (together with relevant conditions and requirements) that the Bank is willing to

make available to the Borrower.

“Facilities Documentation” means the Facilities Application Form, these Facilities Terms and Conditions and the Facilities Confirmation Letter.

“Foreign Exchange Transactions Facility” has the meaning given to it in the Facilities Application Form.

“MDA” means the Deutsche Bank Master Agreement for Foreign Exchange Trading and Derivatives Transactions entered into between the Borrower and the Bank, as amended and supplemented from time to time.

“Security Document(s)” means the Security Agreement(s) and/or Investment Portfolio Security Agreement(s) and/or other charge, pledge, mortgage or assignment document executed by the relevant Collateral Provider(s) in the Bank’s favour.

“Service Agreement” means the Service Agreement with the Wealth Management business division of Deutsche Bank Aktiengesellschaft, as amended and supplemented from time to time.

“Transaction” has the meaning given to it in the MDA.

- (ii) Unless otherwise defined, capitalized terms used but not defined in these Facilities Terms and Conditions shall have the meaning given to them in the Service Agreement.

4.1.2 The Facilities are subject to the terms set out in the Facilities Documentation, the Service Agreement (in particular, the clause titled “Credit, derivatives margin trading and foreign exchange facilities”), the Security Document(s) and any other document which governs the terms of the Facilities (collectively, the “Agreement”).

4.1.3 The Facilities are subject to periodic review by the Bank and the terms upon which the Facilities are granted may be amended by the Bank at any time and from time to time at its sole discretion provided that the Bank shall give the Borrower prior notification of any such amendments.

4.1.4 In the event that there is any conflict between the terms of the Facilities Documentation and

the terms contained in the other documents comprising the Agreement, the terms of the Facilities Documentation shall prevail.

4.2. Collateral related provisions – All Facilities

4.2.1 The Collateral Provider(s) shall be the Borrower and/or such other person or entity as may be required in the Bank's absolute discretion from time to time.

4.2.2 The Collateral Provider(s) is/are required to provide Collateral which is suitable and acceptable to the Bank in its favor as security and secure the liabilities of the Borrower owed to the Bank from time to time, in each case including but not limited to any amount or liability owed by the Borrower outstanding under the Facilities at all times, including but not limited to:

(i) charging, pledging, mortgaging, assigning the Collateral Provider's assets under the Security Document(s); and

(ii) such other collateral as may be required by the Bank from time to time.

4.2.3 Each Collateral Provider is required to maintain the Collateral Value (for the purpose of the Facilities Documentation, as defined in the Service Agreement), which shall be determined in accordance with the terms set out in the Agreement.

4.2.4 The Bank shall have the right to ascribe Collateral Value to the assets comprising the Collateral. Each Collateral Value will amount to a percentage of the market value of the assets from time to time. The Bank reserves the right to set and amend at its sole and absolute discretion the Collateral Value to be applied to the Collateral.

4.2.5 If the Borrower has any other facility with the Bank where a Collateral Provider has created in the Bank's favor as security an all monies first legal mortgage over one or more properties (the "Mortgaged Properties") and an all monies first legal assignment of rental proceeds over the rental income emanated from the Mortgaged Properties (where applicable) (the "Rental Proceeds"), such Collateral Provider agrees that Collateral shall include such Mortgaged Properties and Rental Proceeds, and that the Bank's rights under the Agreement shall extend to such Mortgaged Properties and Rental Proceeds.

4.3. Guarantor Provisions – All Facilities

The Borrower agrees to procure a guarantee given by each such person(s) as the Bank may accept and in such form and substance as the Bank may require) in the Bank's favor to secure all of the Borrower's liabilities.

4.4. Conditions Precedent – All Facilities

The Facilities may only be utilized after receipt by the Bank of the following documents and/or evidence, each in form and substance satisfactory to the Bank:

- (i) in the case of a newly opened account, duly executed Account Application (as defined in the Service Agreement), all Security Document(s) and other account opening documents in respect of the Borrower's account(s) with the Bank;
- (ii) board resolution and/or shareholder's resolution (where applicable) accepting the terms of (and, if applicable, authorizing the execution or entry into the Facilities Documentation, the Security Document(s) and other documents in connection therewith (as the case may be) to the extent if the Borrower, the relevant Collateral Provider and/or Guarantor is a corporate);
- (iii) evidence satisfactory to the Bank of the registration of charge over the Collateral with the relevant land and/or companies registries (where applicable);
- (iv) all duly executed Security Document(s) in respect of the Collateral as the Bank may require from time to time;
- (v) if the Facilities are guaranteed, guarantee (in such form and substance as the Bank may require) from the Guarantor in the Bank's favor; and
- (vi) any other documents as the Bank may require from time to time.

4.5. Additional Covenants – All Facilities

The Borrower agrees and undertakes as follows:

- (i) without prejudice to any other rights the Bank may have, to pay all sums due to the Bank without demand in immediately available funds or to any other account the Bank specifies without set-off, counterclaim or any other condition

and free and clear of any tax or other deductions or withholdings of any nature. If the Borrower is or any other person is required by law or regulation to make any withholding from any payment, the Borrower must pay such additional amount so that the Bank receives the full amount which it would have received if no such withholding or deduction was required;

- (ii) to deliver to the Bank such information on the Borrower's assets and financial condition as may be requested by the Bank from time to time; and
- (iii) not to undertake or permit any reorganization, amalgamation, reconstruction, takeover or any other schemes of compromise or arrangement, nor to amend any provision of the Borrower's constitutive documents in such a manner that will adversely affect the Bank's rights under the Facilities (applicable if the Borrower is a corporate or other entity).

4.6. Other Provisions – All Facilities

The Borrower acknowledges, consents and agrees that the Bank may disclose details of his/her/its account(s) and the Facilities to any party providing security on his/her/its behalf (if any).

5. Jurisdictional Terms and Conditions

5.1. Accounts with Hong Kong Relationship Centre and/or Booking Centre

5.1.1. Additional Conditions Precedent

Utilization of any Facility by the Borrower is also subject to such Borrower meeting the requirements to be treated as a professional investor (as defined under Schedule 1 to the Hong Kong Securities and Futures Ordinance) and such Borrower's consent to be so treated together with his/her/its requisite waiver pursuant to the Hong Kong Securities and Futures (Contract Notes, Statements of Account and Receipts) Rules.

If the Facilities are guaranteed or secured by a third party individual, the Facility may only be utilized after receipt by the Bank duly executed Acknowledgement of the Notice to Individual Guarantors and/or Third Party Individual Security Providers (where applicable).

5.2. Malaysian resident or citizen as Borrower, Collateral Provider and/or Guarantor

5.2.1. Additional Conditions Precedent

The Facilities may only be utilized after receipt by the Bank a duly executed letter of undertaking from each Collateral Provider and/or Guarantor (where applicable) in the form acceptable to the Bank.

5.2.2. Additional Covenants – All Facilities

The Borrower agrees and undertakes to procure that each Collateral Provider and/or Guarantor (if applicable) would, for so long as any money payable hereunder remains unpaid and/or the Facilities remains available for utilization (a) comply with and observe foreign exchange laws, rules and/or regulations as may be applicable and (b) promptly obtain from Bank Negara Malaysia or other relevant statutory bodies (as the case may be) and maintain in full force and effect any approvals or consents required in relation thereto.

5.2.3. Additional Covenants – Foreign Exchange Transactions Facility and/or Derivatives Transactions Facility

The Borrower represents and warrants that he/she has obtained and will obtain all relevant governmental and regulatory approvals (including but not limited to the prior approval of Bank Negara Malaysia where applicable) for he/she to enter into and perform his/her obligations under the MDA and each Transaction thereunder. The Borrower further undertakes and covenants that he/she shall (a) comply with and observe all foreign exchange laws, rules and/or regulations as may be applicable to the transactions contemplated under the MDA, and (b) maintain in full force and effect any approvals or consents required from Bank Negara Malaysia or other relevant statutory bodies (as the case may be) in relation thereto.

5.3. Indonesian citizen as Borrower, Collateral Provider and/or Guarantor

5.3.1. Additional Conditions Precedent

The Facilities may only be utilized after receipt by the Bank a spousal consent in the form acceptable to the Bank.

5.3.2. Additional Other Provisions

The Borrower is aware of and shall comply

with all his/her obligations pursuant to Bank Indonesia Regulation No. 21/2/PBI/2019 Year 2019 dated 9 January 2019 regarding the Reporting of Foreign Exchange Activities (including any amendments and variations thereto and any further regulations enacted in addition to or in substitution therefor), and shall provide the Bank with copies of all documents he/she has submitted to and/or received from the relevant authorities pursuant to the aforesaid as the Bank may request from time to time.

The Borrower further agrees and undertakes that he/she will comply in all respects with all laws to which he/she may be subject (including without limitation any laws and regulations issued by Bank Indonesia and/or Indonesian Financial Services Authority (Otoritas Jasa Keuangan – “OJK”) from time to time.

The Facilities Documentation is governed by and shall be construed in accordance with the laws of Singapore and the Borrower hereby agrees that we may, at the Bank’s absolute discretion, submit any dispute which may arise in connection with the Facilities Documentation to any court in the Republic of Singapore or elsewhere having jurisdiction over the Borrower.

5.4. Nepalese citizen acting as Borrower

5.4.1. Additional Covenants

The Borrower agrees and undertakes that:

- (i) he/she is a Nepali citizen who is resident outside of Nepal, i.e. non-resident of Nepal;
- (ii) that any earnings or funds derived in or from Nepal shall not be used for:
 - (a) payment of principal, interests, fees or such amounts incurred;
 - (b) collateral or security; or
 - (c) (if applicable) entering into any Transaction;

in each case, relating to or in connection with the Facilities or any Transaction (if applicable);

- (iii) all of the followings were acquired by the Borrower whilst he/she was residing in any country other than Nepal, i.e. outside of Nepal:
 - (a) the earnings, funds or assets used for payment of principal, interests and fees or

such other amounts incurred relating to or in connection with the Facilities or any Transaction (if applicable); and

- (b) the assets used as security for the Facilities or any Transaction (if applicable);
 - (iv) no funds, cash or assets derived in or from Nepal will be transferred to any account, held with the Bank or otherwise, relating to or for the purposes of the Facilities, any Transaction (if applicable) or any service provided by the Bank to the Borrower;
 - (v) there is no intention to create any security interest over any earnings, funds or assets derived in or from Nepal, no security interest are being or will be created over any earnings, funds or assets derived in or from Nepal for the Facilities or any Transaction (if applicable), and all earnings, funds or assets derived in or from Nepal shall not be used as security for the Facilities or any Transaction (if applicable); and
 - (vi) the loan amount pursuant to the Facilities or any part thereof will not be used in or enter Nepal, and shall at all times be used outside of Nepal.

