

Important Notice: You are advised to read and understand the following terms and conditions ("Terms") before applying for this banking products/services and if you do not understand any of the Terms, you may seek the Bank's clarification on such Terms.

SCHEDULE

LIQUIDITY MANAGEMENT SERVICES ("LMS")

1.0 DEFINITIONS

Accounts	means collectively, the Investment Account, the Main Account and the Participating Accounts opened and maintained with the Bank and the term "Account" shall mean any one of them.
Investment Account	means the account opened and maintained by the Applicant with the Bank and as specified in the Application Form for the purposes of this LMS.
Interest Payment Date	means the date for the payment of interest earned, if any, and due to the Applicant in the preceding calendar month which date shall not later than four (4) Business Days in the current calendar month or such other date to be mutually agreed in writing between the Applicant and the Bank.
Interest	means the interest due and payable under this LMS as determined by the Bank earned from the Placement which shall be determined as at the last day of a relevant calendar month.
Interest Rate	means the rate of interest as specified in the Application Form.
Minimum Balance	means, in respect of the Main Account and the Participating Accounts, the sum specified by the Applicant or, if no such amount is specified or the Bank's systems only allow for a balance of zero, a balance of zero.
Participants	means the participating companies which participate in the LMS and who have agreed to be bound by the terms and conditions in respect of and in connection with the LMS.
Participating Accounts	means the accounts of the Applicant and Participants opened and maintained with the Bank and as specified in the Application Form.
Main Account	means the account of the Applicant opened and maintained with the Bank and as specified in the Application Form.
Placement	means the overnight placement of the funds in the Investment Account following the Sweep.
Services	means the Sweep and the Sweep Back activity.
Sweep Amount	means all the available balance to be transferred from the Participating Accounts to the Main Account and thereafter from

the Main Account to the Investment Account (excluding any uncleared cheques or payment orders presented) subject to the Minimum Balance as specified in the Application Form.

Sweep

means the daily transfer of funds from the Participating Accounts to the Main Account and thereafter from the Main Account to the Investment Account subject to the Minimum Balance as specified in the Application Form.

Sweep Back

means the transfer of funds from the Investment Account to the Main Account and thereafter to the Participating Accounts as selected by the Applicant as specified in Application Form.

Tax

means any present or future tax, duties, charges, levy or withholding (together with any related interest, penalty, fine or expense in connection with any of them) levied, required or imposed by any government or legislative agency.

2.0 REFERENCE TO "PARTICIPANT" OR "PARTICIPANTS"

All references to "Participant" and "Participants" in these terms and conditions shall only be applicable in the case of a Multiple Companies application by the Applicant.

3.0 AUTHORITY TO SWEEP

The Applicant and the Participants hereby authorise and instruct the Bank to perform the Sweep and Sweep Back.

4.0 PLACEMENTS

The Applicant hereby agrees and authorises the Bank to place out at the Bank's discretion the credit balances in the Investment Account.

5.0 TRANSFER OF INTEREST

The Bank shall transfer all of the Interest to the Main Account as specified in the Application Form.

6.0 REPRESENTATION, WARRANTIES AND AUTHORISATION

- (a) Each Participant hereby represents and warrants that it is duly incorporated with limited liability and validly existing under the laws of its place of incorporation and it has the power to enter into participation of the LMS and agree to the terms and conditions in respect of and in connection with the LMS.
- (b) The Applicant and each Participant hereby represents and warrants that it is the sole beneficial owner of the monies in their respective Accounts in its name and that no trust arrangement, agency arrangement or other beneficial interest exists in relation to any such Accounts.

7.0 NO SECURITY AND ASSIGNMENT

The Applicant and the Participants shall not create or caused to create any encumbrances including charge, pledge, lien or other security (fixed or floating), assignment in respect of their respective Accounts.

8.0 INDEMNITY

Each Participant undertakes to indemnify and keep the Bank fully indemnified and save the Bank harmless at all times from and against all claims, liabilities, demands, losses, damages, cost, charges and expenses (including but not limited to legal expenses on a solicitor and own client expense) whatsoever and howsoever brought against, sustained, suffered or incurred by the Bank directly or indirectly in any way arising from any actions or claims suffered by or made against the Bank in relation to or arising from the LMS unless the same is caused directly by the Bank's gross negligence or willful breach of its obligations.

9.0 COVENANT TO PROVIDE INFORMATION AND DOCUMENTS

The Participants shall provide to the Bank such information and documents as may be requested by the Bank to enable the Bank to provide the LMS.

10.0 TERMINATION

10.1 Termination by the Applicant

Each Participant agrees that a termination by the Applicant of the LMS will automatically also terminate each Participant's participation in the LMS.

10.2 Termination by the Participant

Each Participant may terminate its participation in the LMS without affecting the other Participants by giving the Bank not less than 30 days written notice.

10.3 Termination by the Bank

The Bank may terminate the provision of the LMS against the Participants if:

- (a) the Participant has committed a breach of any of the terms and conditions in respect of or in connection with the LMS; or
- (b) a receiver, manager, administrator, or similar official is appointed over any of the Participant or any of their assets or any petition is presented for the winding up of any of the Participant or any resolution is passed for the winding up of the Participants or any similar or analogous step is taken in any other jurisdiction; or
- (c) any circumstances arise which give reasonable grounds in the Bank's opinion that the Participants may not (or may be unable to) perform or comply with its obligations hereunder or otherwise discharge its obligations to the Bank; or
- (d) the provision of the LMS to the Participants result in a breach by the Bank of any applicable laws and regulations.

11.0 SET-OFF

The Participants agree that the Bank may at any time by notice to the Participants combine or consolidate all or any the Accounts at any branch or office and set-off or transfer any such amounts standing to the credit any one or more of the Participating Accounts in or towards satisfaction of any money owing or obligations or liabilities of the Participants to the Bank whether such liabilities are present future actual contingent primary collateral several or joint.

12.0 CLOSURE OF ACCOUNTS

The Applicant and the Participants agree and acknowledge that any closure of their respective Accounts must be preceded by the termination of that Account from the LMS. Save as stated herein, the terms and conditions of the opening and maintenance of the Accounts shall continue to apply.

13.0 DEALING OF ACCOUNTS

- (a) Any additional or removal of Accounts shall be made in writing and given to the Bank not less than fourteen (14) Business Days or in such manner as the Bank may prescribe from time to time and such additional or removal of the Accounts shall be effective within three (3) business days after the Bank's receipt of the written notification or such other number of days the Bank may stipulate.
- (b) Any replacement of the Main Account shall be made in writing and given to the Bank not less than fourteen (14) Business Days or in such manner as the Bank may prescribe from time to time and such replacement of the Main Account shall be effective after the close of business of the Bank on the first (1st) day of the month following the notice in writing or such other number of days the Bank may stipulate.

14.0 INSTRUCTIONS FROM APPLICANT FOR AND ON BEHALF OF PARTICIPANTS

Each Participant agrees and acknowledges that it has duly authorised the Applicant to act for and on its behalf in respect of or in connection with the LMS and authorises the Bank to take and rely on such instructions from the Applicant. Each Participant agrees not to hold the Bank liable for having acted and relied on such instructions.