

Private  
Bank

# Singapore Terms



October 2022

# Barclays Private Bank

## Singapore Terms

These terms (the “**Singapore Terms**”) apply to private bank clients of the Singapore branch of Barclays Bank PLC (“**Barclays Singapore**”).

Section A of these Singapore Terms govern the products and services provided to you by Barclays Singapore, and they form an agreement (the “**Singapore Agreement**”) between you and Barclays Singapore. References in Section A to “us” and “we” are to Barclays Singapore.

Section B of these Singapore Terms constitutes an addendum (the “**Singapore Addendum**”) to the relevant terms (the “**Barclays Offshore Platform Terms**”) you have entered into with Barclays Bank PLC, London head office, Jersey branch, Isle of Man branch or Monaco branch, or Barclays Bank (Suisse) SA (each a “**Barclays Offshore Platform**”).

The relevant Barclays Offshore Platform Terms will govern the products and services provided to you by a Barclays Offshore Platform in the event that you make an application to the Barclays Offshore Platform for an account or any other products or services to be provided by the Barclays Offshore Platform and such Barclays Offshore Platform has agreed to provide such account, product or service.

The Singapore Agreement (on the one hand) and each set of Barclays Offshore Platform Terms and the Singapore Addendum (on the other hand) are separate agreements. The Singapore Agreement governs your relationship with Barclays Singapore, whereas the relevant Barclays Offshore Platform Terms and the Singapore Addendum govern your relationship with the Barclays Offshore Platform who has agreed to provide you with an account, product or service.

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# Section A – Singapore Agreement

The terms in this Section A (the “**Singapore Agreement**”) govern the private banking products and services provided to you by Barclays Bank PLC, Singapore branch (“**Barclays Singapore**”), and they form an agreement between you and Barclays Singapore.

## Part 1 –Singapore General Terms

### 1. General

- 1.1 Barclays Singapore is licensed in Singapore as a wholesale bank under the Banking Act 1970 of Singapore (the “**Banking Act**”) and is regulated by the Monetary Authority of Singapore (the “**MAS**”). The address of Barclays Singapore is 10 Marina Boulevard #25-01, Marina Bay Financial Centre Tower 2, Singapore 018983.
- 1.2 Barclays Singapore is an exempt capital markets services entity under the Securities and Futures Act 2001 of Singapore (the “**SFA**”) for the regulated activities of dealing in capital markets products that are securities, collective investment schemes, exchange-traded derivatives contracts and over-the-counter derivatives contracts, fund management, product financing, providing custodial services and advising on corporate finance.
- 1.3 Barclays Singapore is an exempt financial adviser under the Financial Advisers Act 2001 of Singapore (the “**FAA**”) for the financial advisory services of advising on, and issuing or promulgating research analyses or research reports on, investment products that are securities, collective investment schemes, exchange-traded derivatives contracts, over-the-counter derivatives contracts, spot foreign exchange contracts for the purposes of leveraged foreign exchange trading, spot foreign exchange contracts other than for the purposes of leveraged foreign exchange trading and structured deposits.
- 1.4 The regulated activities that Barclays Singapore is permitted to carry on under the SFA and the financial advisory services that Barclays Singapore is permitted to provide under the FAA may change from time to time.

### 2. Your classification as an accredited investor or institutional investor

- 2.1 You have been assessed by us to be:
  - (a) a person mentioned in section 4A(1)(a)(i), (ii), (iii) or (iv) of the SFA (please see Schedule 1 to these Singapore Terms for more information), and hence eligible to opt into the “accredited investor” status; or
  - (b) an “institutional investor” as defined in section 4A(1)(c) of the SFA.

We are able to provide you with products or services only if you have consented to be treated by us as an “accredited investor” or if you are an “institutional investor”.
- 2.2 Where you are eligible to opt into the “accredited investor” status solely on the basis that you hold a joint account with an accredited investor, you are eligible to opt into the “accredited investor” status only for dealings through such joint account.
- 2.3 You will be required to opt into the “accredited investor” status for the purposes of all of the consent provisions set out in Schedule 2 to these Singapore Terms (the “consent provisions”) in order for us to treat you as an accredited investor for the purposes of all of the consent provisions.
- 2.4 **General Warning:** Accredited investors are assumed to be better informed, and better able to access resources to protect their own interests, and therefore require less regulatory protection. Investors who agree to be treated as accredited investors therefore forgo the benefit of certain regulatory safeguards. For example, issuers of securities are exempted from issuing a full prospectus registered with the MAS in respect of offers that are made only to accredited investors, and intermediaries are exempted from a number of business conduct requirements when dealing with accredited investors. Investors should consult a professional adviser if they do not understand any consequence of being treated as an accredited investor.
- 2.5 **Opting In:** You may consent to being treated by us as an accredited investor for the purposes of all of the consent provisions. If you wish to provide your consent to being treated by us as an accredited investor for the purposes of all of the consent provisions, please indicate your consent in Part 3 of this Singapore Agreement.
- 2.6 To assist you in deciding whether to provide such consent, we have set out in Schedule 2 to these Singapore Terms a summary of the effect under the consent provisions of you being treated by us as an accredited investor for your consideration. Detailed information on the consent provisions and how they do not apply to accredited investors is available at [privatebank.barclays.com/terms](http://privatebank.barclays.com/terms).

Please note the General Warning above, which would apply if you opt in to be an accredited investor.

- 2.7 **Opting Out:** If you consent to being treated by us as an accredited investor for the purposes of all of the consent provisions, you may at any time withdraw your consent and from three (3) months following our receipt of your notice of such withdrawal, we will no longer treat you as an accredited investor for the purposes of all the consent provisions.
- 2.8 To assist you in deciding whether to provide such notification of no consent (i.e. opt out of the “accredited investor” status), we have set out in Schedule 2 to these Singapore Terms a summary of the effect under the consent provisions of you being treated by us as an accredited investor for your consideration. Detailed information on the consent provisions and how they do not apply to accredited investors, which may be updated from time to time, is available at [privatebank.barclays.com/terms](http://privatebank.barclays.com/terms).
- 2.9 If you do not consent to being treated by us as an accredited investor for the purposes of all of the consent provisions, we will not be able to provide you with any products or services.
- 2.10 If (subsequent to opting in) you choose to withdraw your consent to us treating you as an accredited investor for the purposes of all of the consent provisions, we will have to terminate your accounts and agreements with Barclays Singapore. Each Barclays Offshore Platform may similarly have to terminate their accounts and agreements with you.
- 2.11 If you choose to opt into the “accredited investor” status, or if you choose to withdraw your consent to us treating you as an accredited investor for the purposes of all of the consent provisions, you consent to us disclosing this to each Barclays Offshore Platform or any person (including, where applicable, any other joint account holder) that relies on your “accredited investor” status to be qualified as an accredited investor.
- 2.12 Where you have a joint account with us, each other joint account holder is also required to provide consent to being treated by us as an accredited investor for the purposes of all the consent provisions in order for us to treat the relevant joint account as an accredited investor for the purposes of all the consent provisions for dealings through the joint account.
- 2.13 Accordingly, if you have opted in to be treated by us as an accredited investor, but any one of the other joint account holders does not opt in, or if (subsequent to opting in) any one of the other joint account holders withdraws his consent to being treated by us as an accredited investor, the joint account would be affected and we would not be able to provide you with any products or services in respect of the joint account.
- 2.14 As a consequence of your consent to being treated as an accredited investor, Barclays Singapore will be exempted from complying with certain conduct of business requirements under the FAA, the Financial Advisers Regulations and the relevant notices and guidelines issued thereunder in respect of any financial advisory services that we may provide to you. In particular, Barclays Singapore will be exempted from:
- (a) section 34 of the FAA (relating to the disclosure of material information on collective investment schemes, life insurance policies and any other investment product that the MAS may prescribe as a designated investment product);
  - (b) section 36 of the FAA (which requires that there must be a reasonable basis for recommendations of investment products) when making recommendations on investment products to accredited investors;
  - (c) section 45 of the FAA (which requires the disclosure of interests when making recommendations on securities and other specified products in a circular or other similar written communication) when sending a circular or other similar written communication in which a recommendation is made in respect of securities or other specified products;
  - (d) the MAS Notice on Recommendations on Investment Products [Notice No. FAA-N16] (which sets out requirements which are to be complied with when a financial adviser makes recommendations on investment products to clients);
  - (e) the MAS Notice on Information to Clients and Product Information Disclosure [Notice No. FAA-N03] (which sets out the minimum standards a financial adviser should meet in its product information disclosures and information to clients, and the type of information which must be disclosed by such financial adviser to its client);
  - (f) the MAS Guidelines on Fair Dealing – Board and Senior Management Responsibility for Delivering Fair Dealing Outcomes to Customers [Guidelines No. FAA-G11] (which sets out guidelines for delivering fair dealing outcomes to customers); and

(g) the MAS Guidelines on Switching of Designated Investment Products [Guidelines No. FAA-G10] (which provide guidance on the controls, processes and procedures that the MAS requires a financial adviser to implement in order to monitor switching and ensure that its representatives do not advise clients to switch from one designated investment product to another designated investment product in a manner that would be detrimental to its clients).

2.15 Barclays Singapore may be exempted from other conduct of business requirements under the SFA, the FAA, and the subsidiary legislation, notices, guidelines and other regulatory instruments issued thereunder (including the consent provisions set out in Schedule 2 to these Singapore Terms), when providing products or services to you as an accredited investor.

### 3. Products or Services from other Barclays Group entities

3.1 In addition to the products or services you receive from Barclays Singapore, you may also receive products or services from a Barclays Offshore Platform and/or another member of the Barclays Group in one or more other locations outside Singapore where your account or accounts are held (each such account an “**Account**”, and each such branch or entity, a “**Barclays Platform**”). “**Barclays Group**” means Barclays Bank PLC or any person or entity controlled by or under common control with Barclays Bank PLC. You agree that Barclays Singapore may refer you to other members of the Barclays Group where you request a product or service that cannot be provided by Barclays Singapore or any of the Barclays Offshore Platforms.

3.2 The products or services you receive from the Barclays Platform will be subject to the laws and regulations which are applicable to the Barclays Platform in the jurisdiction of the Barclays Platform and to the regulation and oversight of the regulatory authorities relevant to the Barclays Platform in that location. The regulations in such jurisdictions may not be identical to Singapore regulations. Furthermore, representatives of the Barclays Platforms act on behalf of the Barclays Platforms (and not Barclays Singapore), and are therefore not required to be notified or appointed as representatives in Singapore, and are therefore not subject to MAS oversight. When receiving products or services from the Barclays Platforms, you may therefore not have the same protection as you would have under Singapore regulations.

3.3 You will be subject to separate terms governing the Barclays Platform’s provision of products and services to you. The terms that govern your relationship with the Barclays Platform will apply to any rights and obligations between you and the Barclays Platform, and you will have recourse only to the Barclays Platform (and not Barclays Singapore) in respect of the products and services provided by the Barclays Platform and your dealings with the representatives of the Barclays Platform. Any dispute between you and the Barclays Platform will be subject to the jurisdiction of the courts in the relevant location or as otherwise specified in the relevant application form or terms between you and the Barclays Platform.

3.4 Barclays Singapore is not responsible or liable for the acts or omissions of the Barclays Platform and the Barclays Platform is not responsible or liable for the acts or omissions of Barclays Singapore<sup>1</sup>.

3.5 The Barclays Offshore Platform may provide you with products or services, and such products or services will be provided to you pursuant to the separate terms governing the provision of products or services by the Barclays Offshore Platform to you.

3.6 By signing this Singapore Agreement you also appoint Barclays Singapore as an intermediary in respect of your relationship with each Barclays Offshore Platform to provide the services at paragraph 1.1(a) of Part 2 (Singapore Services) of this Singapore Agreement.

3.7 Subject to paragraph 3.8 of Part 1 of this Singapore Agreement below, you may appoint Barclays Singapore as such an intermediary for more than one Barclays Offshore Platform, for example, where you receive products or services from or have Accounts with more than one Barclays Offshore Platform. Where this is the case, you will have a separate relationship governed by separate terms with each Barclays Offshore Platform, which may include documentation appointing Barclays Singapore as your representative for the Accounts and products and/or services provided by the Barclays Offshore Platform. In relation to the products or services provided by Barclays Singapore, if there is any inconsistency between the terms of this Singapore Agreement and the terms that govern your relationship with any Barclays Offshore Platform, this Singapore Agreement will take precedence.

3.8 Barclays Singapore is not an intermediary or otherwise authorised to provide products or services in respect of any other accounts or relationships you may have with other entities in the Barclays Group.

<sup>1</sup> See the Barclays disclosure website (as updated from time to time) for additional information: <https://www.cib.barclays/content/dam/barclaysmicrosites/ibpublic/documents/investment-bank/singapore/MAS%20Cross%20Border%20Disclosure.pdf>

- 3.9 Unless we notify you otherwise, you hereby agree during Singapore business hours to communicate with each Barclays Offshore Platform primarily through us. Where you provide us with a message, instruction or order, you authorise us to transmit such message, order or instruction (including messages, instructions or orders given verbally, by telephone or through any other means permitted by this Singapore Agreement) on your behalf to the Barclays Offshore Platform. You agree that the Barclays Offshore Platform may also communicate orally, in writing, or by any other means of communication with you through us or directly with you.
- 3.10 Barclays Singapore and its representatives are not agents or representatives of any Barclays Offshore Platform unless we notify you otherwise in relation to a specific product or service. Although Barclays Singapore may execute trades on behalf of a Barclays Offshore Platform, or otherwise provide services to a Barclays Offshore Platform, in support of products or services provided to you by the Barclays Offshore Platform, such products or services will (unless we notify you otherwise) be provided to you pursuant to the terms of the Barclays Offshore Platform governing the provision of products or services by the Barclays Offshore Platform to you, and you will have recourse only to the Barclays Offshore Platform in respect of its products and services, and not Barclays Singapore.

#### 4. Amendments to the terms

We may amend the terms of this Singapore Agreement at any time with thirty (30) calendar days' notice. You will be advised of such amendments, and you will be treated as accepting to be bound by such amendments from the date they come into effect unless you terminate this Singapore Agreement.

#### 5. Time zones/public holidays

- 5.1 You acknowledge that for all services under this Singapore Agreement, the business days, public holidays and time zones applicable will be the business days, public holidays and time zones applicable in Singapore. Our usual business hours in Singapore are Monday to Friday 9am – 5pm and our offices are not open on a Saturday or Sunday or on any public holiday in Singapore.
- 5.2 We are not obliged to deal with instructions you give us outside our usual business hours or on a day when our offices in Singapore are not open. We will deal with your instructions on the next day that is a business day in Singapore.
- 5.3 Execution of your instructions (including payment instructions) to any Barclays Offshore Platform will be subject to the business days, public holidays and time zones in the location of the Barclays Offshore Platform executing the instructions or receiving your request for a transaction.
- 5.4 The Barclays Offshore Platforms are not obliged to deal with instructions you give us outside their usual business hours or on a day when the relevant Barclays Offshore Platform office is closed. We will transmit your instructions to the Barclays Offshore Platform on the next day that is a business day in the location of the Barclays Offshore Platform.
- 5.5 Information on the usual business hours of each Barclays Offshore Platform are available on demand.

#### 6. Governing law and place of jurisdiction

- 6.1 The provision of services to you by Barclays Singapore will be governed by and construed in accordance with the laws of England and Wales. The exclusive place of jurisdiction for any disputes arising out of or in connection with this Singapore Agreement will be the courts of Singapore.
- 6.2 However, we reserve the right to take legal action against you before the courts of the country in which you are resident or before any other competent authority.
- 6.3 The place of execution of this Singapore Agreement is Singapore.

#### 7. Joint accounts

- 7.1 Unless otherwise agreed in writing, we will consider all joint account holders as authorised to provide instructions and orders, and receive notices on behalf of the other joint account holders.
- 7.2 On the death (or, as applicable, dissolution) of any one or more joint account holders, this Singapore Agreement will not terminate and, subject to the mandatory application of applicable laws of succession, we may treat the survivor(s) as the only party (or parties) to this Singapore Agreement, provided that we reserve the right to act on the instructions of the authorised personal representative of any such person who has died or a liquidator on our receiving proof of their authority.

## 8. In the event of death

If you die, this Singapore Agreement will continue until terminated by, or us giving notice to, your validly appointed personal representative. Your estate must provide us with such information as we may reasonably require to confirm your death and the appointment of the personal representative. Upon your death, the Barclays Offshore Platform will act in accordance with the terms governing your relationship with it in respect of your assets and liabilities with the Barclays Offshore Platform.

## 9. How we can contact you

- 9.1 We will contact you by post, telephone, courier, or electronically (being any form of message by any type of telecommunication, digital or IT device, this could include the internet, email, text message or communications using online tools we make available to you), and we may make a personal visit to you, in each case using the details you have given us.
- 9.2 We may also provide information on our website where we consider it appropriate to do so or give it to you in person. We may leave messages for you to contact us on an answering machine, or with the person answering the telephone, unless you tell us not to.
- 9.3 We may record or monitor telephone calls and electronic communications for the purposes of training, checking instructions, verifying your identity and ensuring that we are meeting our service standards and regulatory requirements. These recordings may be used as evidence if there is a dispute. Copies of recordings that we make of conversations with you (by telephone or by electronic communication or meeting minutes) will be available on request for a period of five years and, where requested by the MAS or any other competent authority, for a period of up to six years.
- 9.4 Unless you tell us not to, we may send correspondence by email, in which case we will assume you received it on the next day that is a business day in Singapore. If we send correspondence by post or courier, we will assume it has been received by you (a) not later than four Singapore business days after sending, if sent to an address in Singapore; or (b) not later than ten Singapore business days after sending, if sent internationally.
- 9.5 In the event of suspected or actual fraud or security threats to the products or services provided by Barclays Singapore, we will use text message, telephone, post or another secure procedure to contact you. When we contact you, we will verify your identity for security purposes and let you know the details. How each Barclays Offshore Platform will contact you in the event of suspected or actual fraud or security threats to your Account(s) is governed by the terms you enter into with such Barclays Offshore Platform.

## 10. Contacting us

- 10.1 You can contact us through your usual contact or by post, courier or telephone using the contact details we give you.
- 10.2 We may also agree that you can contact us electronically. We will tell you what methods of communication you can use to contact us and for what purpose.

## 11. Security of communications

There is no guarantee that all means of communication between us will be secure, virus free or successfully delivered. We are not liable to you, and you accept responsibility if, due to circumstances beyond our reasonable control, communications are intercepted, delayed, corrupted, not received or received by someone else. If we think this has happened, we will try to contact you.

## 12. Your instructions

- 12.1 We may only receive instructions from you in a meeting, by courier, email or phone on the numbers which we will give you for this purpose. We will tell you about any limitations and we may, for example, require you to set up security procedures or take other steps before you are able to give us instructions in certain ways. For oral instructions, our records shall be final and conclusive evidence of your instructions.
- 12.2 We will only accept instructions or orders from those persons authorised to provide instructions or orders on your behalf in accordance with this Singapore Agreement. Where more than one person has been authorised to provide instructions or orders on your behalf, we may assume that each such person can exercise such authority alone, unless you provide written instructions to the contrary.
- 12.3 We will treat an instruction as genuine if we believe in good faith that the instruction is from you or your authorised person (for example, because it appears to contain your signature or has followed your security procedures or is received from the most recent email address specified by you or your authorised person) and there are no

circumstances that we are aware of that cast doubt on the person giving the instruction. We will take reasonable steps to notify you if we are in doubt as to the authenticity of any instruction.

- 12.4 Unless we agree otherwise, we will transmit your instructions to the Barclays Offshore Platform when we receive them, or if received outside our usual business hours, on the next day that is a business day in Singapore. We will not generally acknowledge receipt of your instructions other than by transmitting them to the Barclays Offshore Platform for execution but the Barclays Offshore Platform may need to contact you directly to verify and be able to act on any such instruction.
- 12.5 You may need us to act on an instruction before a deadline, for example, before a subscription period expires. Where that is the case, you must ensure that you allow reasonable time for us to communicate it to the Barclays Offshore Platform and for the Barclays Offshore Platform to then process and communicate it to relevant third parties, taking into account that we or the Barclays Offshore Platform may require written instructions in some circumstances. We will not be liable for any failure to meet a deadline where clear instructions are not received from you within a reasonable time before the deadline.
- 12.6 For instructions given by electronic or mechanical processes (e.g. email), you acknowledge and accept the risk of equipment malfunction (including paper shortage, transmission errors, omissions and distortions) and that email is not a secure means of communication and the associated risks pertaining to the provision of instructions by email.

### 13. English language

English will be the official language for all communications between us and you, although we may also communicate with you in other languages. Any communication we send to you will be in English. By signing this Singapore Agreement, you confirm that you can read and understand the English language and, that if you are in doubt as to the meaning of the English language in any document we provide to you, you will seek independent advice.

### 14. Fees and charges

- 14.1 Our fees and other charges for the provision of our services to you will be as set out in our schedule of charges provided to you. Where you agree with the relevant Barclays Offshore Platform, such fees and other charges may be debited from your Account(s) with any Barclays Offshore Platform.
- 14.2 Details of the fees and charges payable to a Barclays Platform may be found in the fee schedules provided by the Barclays Platform.
- 14.3 We may charge you GST or other taxes where regulatory or legal requirements require us to do so.

### 15. Client complaints for services provided by Barclays Singapore

- 15.1 During your relationship with us, you may wish to make a complaint in respect of Barclays Singapore. We have procedures for handling your complaints fairly and promptly, and a copy of such complaint handling procedures is available upon request free of charge.
- 15.2 If you have a complaint, you may inform your usual contact in person, in writing, by email, or by telephone. Alternatively, you may use the general contact details available at <https://privatebank.barclays.com/support-and-information/complaints/>.
- 15.3 We will try to resolve your complaint as quickly as possible and to your complete satisfaction. If we are unable to satisfactorily address your complaint, you may be able to refer your complaint to the Financial Industry Disputes Resolution Centre Ltd, whose contact details are:

Financial Industry Disputes Resolution Centre Ltd  
 36 Robinson Road #15-01  
 City House  
 Singapore 068877  
 Telephone: +65 6327 8878  
 Email: [info@fidrec.com.sg](mailto:info@fidrec.com.sg)  
 Website: <https://www.fidrec.com.sg/>

- 15.4 If you cannot resolve your complaint through the above process, you may be able to take civil action.

### 16. Termination of Singapore Services

- 16.1 This Singapore Agreement or the provision of our services to you may be terminated by either party giving thirty (30) calendar days written notice to the other party of such termination.

- 16.2 We may also terminate this Singapore Agreement or the provision of our services to you immediately without notice if we reasonably believe that maintaining our relationship with you or providing services to you might:
- (a) expose us, a Barclays Offshore Platform or any other Barclays Group entity to action or censure from any government authority or agency, regulator or law enforcement agency; or
  - (b) be prejudicial to our broader interests or to the interests of any Barclays Offshore Platform or other Barclays Group entity.
- 16.3 Notice of termination of this Singapore Agreement shall not affect any rights obtained and duties incurred prior to the effective date of such termination.
- 16.4 While termination of this Singapore Agreement may mean that each Barclays Platform has to take steps to terminate their Accounts and agreements with you, unless separately terminated by you or the Barclays Platform under the terms governing the relationship between you and the Barclays Platform, your separate relationship with the Barclays Platform will continue following termination of this Singapore Agreement.

## Part 2 – Singapore Services Terms

### 1. Singapore Services

- 1.1 Unless otherwise agreed with you in writing, we will offer the following services (the “**Singapore Services**”) to you on the terms set out in this Singapore Agreement:
- (a) providing general day-to-day coordination and support in respect of your relationship with the Barclays Platform where your Account(s) are held, including specifically:
    - (i) to receive instructions or orders from you to purchase, subscribe for, transfer or sell any securities or investments or undertake any other transactions, on your behalf as an intermediary between you and the Barclays Offshore Platform, and to transmit such instructions or orders to the Barclays Offshore Platform for the Barclays Offshore Platform to execute;
    - (ii) where you obtain dealing services from a Barclays Offshore Platform, and where required by the Barclays Offshore Platform, to carry out assessments of your investment knowledge and experience for the purpose of any applicable appropriateness tests;
    - (iii) where you obtain discretionary investment management services from a Barclays Offshore Platform, to carry out assessments (including periodic assessments) of your personal and financial circumstances, your investment objectives and risk appetite and your investment knowledge and experience, to assist the Barclays Offshore Platform when it comes to providing you with the discretionary investment management service;
    - (iv) to transmit any other instructions or orders in relation to your Account(s) including, without limitation, instructions with respect to the investments held in your Account(s), or deposit accounts, credit facilities or other banking services;
    - (v) to receive information or notifications of whatever nature from the Barclays Offshore Platform in your name and for your Account(s) other than information or notifications which the Barclays Offshore Platform may elect to send directly to you; and
    - (vi) to obtain from you and from the Barclays Offshore Platform, and to retain at our location, all information and records pertaining to the Account(s) or to other matters relating to our relationship;
  - (b) advising you on (i) investment products, including buying, selling or holding investment products or exercising your rights in relation to investment products and (ii) entering into credit facilities;
  - (c) providing you with information on investments or markets, such as research recommendations, market trends or investment analysis. Where we provide research recommendations, market trends, or investment analysis:
    - (i) we will not assess whether the information is suitable or appropriate for you and you must not regard it as a personal recommendation or advice to you individually. If you decide to make an investment based on our research or market information, this will be treated as a non-advised (execution-only) transaction;
    - (ii) Barclays Singapore gives no representation, warranty or guarantee as to the accuracy or completeness of any such information;
    - (iii) other than to the extent that the information is freely available in the public domain, you must keep the information confidential and only disclose it to your professional advisers if they are under a similar duty to keep it confidential; and
    - (iv) we are not obliged to consider research or market information we have given to you when giving you advice on transactions, or transmitting instructions or orders for transactions for you; and
  - (d) such other services as we may agree to provide you with from time to time.
- 1.2 Barclays Singapore will not place orders for investments or execute transactions on your behalf. Barclays Singapore will only act as an intermediary between you and the Barclays Offshore Platform to transmit, on your behalf, any instructions or orders you provide Barclays Singapore to the Barclays Offshore Platform for the Barclays Offshore Platform to execute. Barclays Singapore is not authorised to accept orders or enter into transactions on behalf of the Barclays Offshore Platform and each Barclays Offshore Platform may at its discretion reject any instruction or order that is transmitted by Barclays Singapore on your behalf.
- 1.3 Unless otherwise agreed with you in writing, Barclays Singapore may from time to time pass on to you confirmation statements or trade advices setting out the details of transactions executed for you by the Barclays Offshore Platform

in our capacity as an intermediary between you and the Barclays Offshore Platform. However, the Barclays Offshore Platform remains responsible for notifying you of transactions executed by the Barclays Offshore Platform for you.

- 1.4 The Singapore Services will be provided by our employees based in Singapore.
- 1.5 The Singapore Services, including advisory services, will be provided to you by Barclays Singapore pursuant to the terms of this Singapore Agreement, and, unless otherwise notified to or agreed with you, the Barclays Offshore Platform shall not provide you with any advisory services.
- 1.6 All investments will be held on your behalf in your Account(s) with the Barclays Offshore Platform, and any execution, settlement or custody services will be provided to you by the Barclays Offshore Platform pursuant to the separate terms governing your relationship with the Barclays Offshore Platform. As a consequence, your monies, securities and other assets will be held in a jurisdiction outside Singapore. The market practices, insolvency and legal regime relating to trust and custody accounts that are applicable in that jurisdiction where the Barclays Offshore Platform is regulated may differ from the practices and insolvency and legal regime applicable in Singapore, and such differences may affect your ability to recover your monies, securities and other assets held with the Barclays Offshore Platform.
- 1.7 In providing the Singapore Services to you, Barclays Singapore will not receive, accept or hold any monies or assets for or on your behalf, or provide any custodial services to you.
- 1.8 Where you place any deposits with a Barclays Offshore Platform through us as agent bank, your deposit will not be subject to the supervisory oversight of the MAS.
  - (a) Where the Barclays Offshore Platform is Barclays Bank PLC, London branch, your deposit account with Barclays Bank PLC, London branch will be opened in England. Barclays Bank PLC, London branch is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority in England, and is permitted to accept deposits in England pursuant to such authorisation. Your deposit account with Barclays Bank PLC, London branch will not be subject to the supervisory oversight of the MAS, but that of the Financial Conduct Authority and the Prudential Regulation Authority in England, where your deposit account is opened and maintained.
  - (b) Where the Barclays Offshore Platform is Barclays Bank PLC, Jersey branch, your deposit account with Barclays Bank PLC, Jersey branch will be opened in Jersey. Barclays Bank PLC, Jersey branch is regulated by the Jersey Financial Services Commission in Jersey, and is permitted to accept deposits in Jersey pursuant to its registration with the Jersey Financial Services Commission. Your deposit account with Barclays Bank PLC, Jersey branch will not be subject to the supervisory oversight of the MAS, but that of the Jersey Financial Services Commission in Jersey, where your deposit account is opened and maintained.
  - (c) Where the Barclays Offshore Platform is Barclays Bank PLC, Isle of Man branch, your deposit account with Barclays Bank PLC, Isle of Man branch will be opened in the Isle of Man. Barclays Bank PLC, Isle of Man branch is licensed by the Isle of Man Financial Services Authority, and holds a Class 1(1) licence which permits it to accept deposits in the Isle of Man. Your deposit account with Barclays Bank PLC, Isle of Man branch will not be subject to the supervisory oversight of the MAS, but that of the Isle of Man Financial Services Authority in the Isle of Man, where you deposit account is opened and maintained.
  - (d) Where the Barclays Offshore Platform is Barclays Bank PLC, Monaco branch, your deposit account with Barclays Bank PLC, Monaco branch will be opened in Monaco. Barclays Bank PLC, Monaco branch is authorised and supervised by the Monegasque regulator Commission de Contrôle des Activités Financières (with regards to investment services) and the French regulator Autorité de Contrôle Prudentiel et de Résolution (in respect of banking services) and is permitted to accept deposits pursuant to such authorisations. Your deposit account with Barclays Bank PLC, Monaco branch will not be subject to the supervisory oversight of the MAS, but that of the French regulator Autorité de Contrôle Prudentiel et de Résolution.

The deposits in your deposit account with the Barclays Offshore Platforms are not covered under or protected by the Deposit Insurance Scheme under the Deposit Insurance and Policy Owners' Protection Schemes Act 2011 of Singapore. The deposits may be covered by deposit protection schemes in the location of the Barclays Offshore Platform.

## 2. Advisory services

The following provisions will apply where Barclays Singapore provides advisory services to you.

- 2.1 Our advice will be based on your personal and financial circumstances, your investment objectives and risk appetite and your investment knowledge and experience.
- 2.2 It is therefore important that you provide us with accurate, complete and up to date information on your personal and financial circumstances, your investment objectives and risk appetite and your investment knowledge and

experience. Any inaccurate, incomplete or outdated information that you provide us with may adversely affect the advice we provide you, and we shall not be responsible or liable for any Losses (as defined below) that you might incur as a result.

- 2.3 All decisions whether to invest in, hold or dispose of any investment or asset are yours and we will only transmit instructions or orders to a Barclays Offshore Platform for the execution of investments or transactions as you instruct. You have the right to decline to follow our advice, and can choose to invest against our advice on an execution-only basis.
- 2.4 We are able to advise you on a specific range of investments and transactions, and will depend on any limitations that we may tell you about.
- 2.5 When we want to provide you with investment recommendations, we will make all reasonable efforts to contact you using the agreed channels and the most recent and updated contact details that we hold for you. However, we will not be liable where we try, but are unable, to contact you.
- 2.6 In providing advice, we are not obliged to take into account of any cash, investments or other assets which you hold with any Barclays Group entity or any other party outside of your investment portfolio. Any advice we provide you on an investment is limited to providing advice solely on the suitability of that investment in light of your investment objectives and risk appetite.
- 2.7 Unless we agree to provide you with advice on an ongoing basis, we will only provide you with advice or investment recommendations from time to time, and will not be under any obligation to proactively provide you with advice or investment recommendations or to advise you on or monitor any individual investment or portfolio of investments held with any Barclays Offshore Platform or otherwise.
- 2.8 Where we agree to provide you with ongoing advice with respect to a specific investment or portfolio of investments held in your Account(s) with a Barclays Offshore Platform, we will:
  - (a) periodically review each investment to determine whether it remains invested in a manner which is consistent with your investment objectives and risk profile, and make recommendations to you when we believe you should make changes to your investment holdings; and
  - (b) carry out a periodic assessment of your personal and financial circumstances, your investment objectives and risk appetite, your investment knowledge and experience, and other information we reasonably consider to be relevant to an assessment of the suitability of your investment holdings.
- 2.9 We are not responsible for the impact of any taxes, for example, capital gains tax, income tax, inheritance tax or other taxes when advising on or recommending specific investments or transactions. As a consequence, investments or transactions we advise on or recommend may result in a tax liability for you. You have sole responsibility for management of your tax and legal affairs including making any applicable filings and payments and complying with legal and regulatory requirements you are subject to. We will not provide you with tax or legal advice. We recommend you obtain independent tax and legal advice tailored to your individual circumstances.
- 2.10 As part of the advisory services provided to you, we will keep you informed about products (including those of third parties) which may be of interest to you or which we think may meet your needs, and you agree that we may do so by post, telephone, text, email and other digital methods, including for example via our ATMs, mobile applications or online banking services (and any new methods that may become available in the future). We will not give your personal data to any third parties for their marketing purposes.

### 3. Execution-only transactions

Where we receive your instructions for transmission to a Barclays Offshore Platform in circumstances where we have not advised you on the investment or transaction or where you have not accepted all or part of our advice in relation to the investment or transaction, we will receive, accept and transmit your instructions on an execution-only basis. This means that:

- (a) we are not obliged to ensure that the investment or transaction is suitable for you;
- (b) you must ensure that you have obtained appropriate information to enable you to make an independent assessment of each and every investment or transaction;
- (c) any such investments or transactions entered into by you are based on your own judgment, and not on any representations, trading suggestions, recommendations, research or information you may have received from us or any of our representatives; and
- (d) we do not hold out any of our employees, agents or members of the Barclays Group as having any authority to

provide any representations, trading suggestions, recommendations, research or information to you. We will not be liable for any Losses (defined below) you might incur if you rely on such information.

#### 4. Our obligations when providing the Singapore Services

- 4.1 Unless we notify you otherwise, our responsibility in relation to any instructions or orders received from you will be limited to transmitting such instructions or orders to the Barclays Offshore Platform with which you have a separate relationship governed by the terms applicable to that Barclays Offshore Platform.
- 4.2 You acknowledge that where we receive instructions or orders from you, we do so solely as an intermediary in respect of your relationship with the Barclays Offshore Platform, and the receipt of an instruction or order by us will in no way prejudice our right, or the right of the Barclays Offshore Platform, to reject such instruction or order on the basis that it is not signed correctly, does not correspond with the rules and regulations of the relevant exchanges, exceeds any applicable credit balance of your Account(s), is in breach of the terms governing your Account(s) with the Barclays Offshore Platform or for any other reason. We do not act as an agent or representative for or on behalf of the Barclays Offshore Platform when acting as an intermediary between you and the Barclays Offshore Platform, and we are not authorised to represent or bind the Barclays Offshore Platform in respect of your Account(s) with the Barclays Offshore Platform or otherwise.
- 4.3 We are under no obligation to transmit instructions or orders to the Barclays Offshore Platform by the same medium as they were received.
- 4.4 Unless otherwise agreed in writing with you, you will be responsible for monitoring the investments in your Account(s).
- 4.5 We are not liable to you for any losses, costs, expenses, damages or liabilities (together, “Losses”) unless directly caused by our gross negligence, wilful misconduct or fraud.
- 4.6 You further acknowledge and agree that, except as set out in paragraph 4.5 of Part 2 of this Singapore Agreement above, we will not be responsible for any Losses suffered by you as a result of:
- (a) any advice or recommendation given by us (including, without limitation, any adverse tax consequence);
  - (b) the receipt and transmission of any instructions or orders in respect of any investment or transaction (including, without limitation, Losses arising from delays, losses, errors, mutilation, duplication or similar occurrences in the transmission or transportation of instructions or orders); or
  - (c) our:
    - (i) acting in good faith in respect of an instruction or order given or purported to be given by you;
    - (ii) not investigating an instruction or order which we believe to be genuine but which is not;
    - (iii) not following an instruction or order where we reasonably believe that if it was followed it would be in breach of a relevant law, regulation or rule;
    - (iv) not transmitting or giving effect to an instruction or order prior to its actual receipt;
    - (v) giving effect to an instruction or order which is revoked after giving rise to binding rights or obligations; or
    - (vi) being unable to transmit as requested or, in respect of another member of the Barclays Group, execute, an instruction or order.
- 4.7 Nothing in this Singapore Agreement nor any advice or recommendation given to you by us nor the acceptance of any instructions or orders will give rise to any fiduciary or equitable duties on our part which would require us to accept responsibilities more extensive than those set out in this paragraph 4 or applicable law or regulation.
- 4.8 We may apply limits to investments or transactions of certain types or amounts from time to time. We will advise you of these limits, and any changes we make to them. Where possible, we will do this before the limits or changes come into effect, but in no circumstances shall we or the Barclays Offshore Platform be liable to you for not doing so.
- 4.9 Nothing in this Singapore Agreement will exclude or limit any duty or liability:
- (a) we may have to you under applicable regulatory requirements; or
  - (b) that applicable law does not allow to be excluded or limited.

4.10 Certain countries have local securities or banking regulations that may prohibit you from using some or all of our services. We are unable to provide services to you in these countries. It is your responsibility to inform yourself about and observe any applicable laws or regulations. Furthermore, you must ensure you keep us updated of any changes in your status or personal information. Some services may no longer be available if your status or country of residence changes.

## 5. Disclosure of your information

5.1 Barclays Singapore is committed to protecting all data, whether true or not, about an individual who can be identified from that data or from that data and other information to which Barclays Singapore has or is likely to have access to (“**Personal Data**”).

5.2 Where you provide any Personal Data to Barclays Singapore or its officers, you agree and consent, on your own behalf and on behalf of any third party individuals, to the collection, use, processing or disclosure of such Personal Data in the manner and for the purposes as set out in the Global Barclays Bank Privacy Notice, as may be amended from time to time. For example, Barclays Singapore will collect, use or disclose your Personal Data to provide our products and services to you and others and to meet our legal and regulatory obligations.

5.3 The Global Barclays Bank Privacy Notice is available at <https://privatebank.barclays.com/support-and-information/full-privacy-notice/> or in hard copy from your usual contact.

5.4 Where any Personal Data relating to any third party individuals has been provided to Barclays Singapore or its officers, you warrant and represent that you have:

- (a) informed such third party individuals that Personal Data relating to them has been or will be disclosed to Barclays Singapore or its officers;
- (b) informed such third party individuals that Personal Data relating to them will be collected, used, processed or disclosed in the manner and for the purposes as described in the Global Barclays Bank Privacy Notice; and
- (c) obtained consent from such third party individuals for the foregoing.

5.5 You agree and consent to Barclays Singapore and its officers disclosing any information relating to you, the products or services that Barclays Singapore provides to you, your Account(s) held with or transactions with any Barclays Offshore Platform, or your relationship and dealings with Barclays Singapore (“**Customer Information**”) as Barclays Singapore shall consider appropriate for any purpose whatsoever as Barclays Singapore may think fit, to:

- (a) the head office, or any branch or representative office of (i) Barclays Bank PLC, (ii) any of the related corporations or affiliates of Barclays Bank PLC, or (iii) any Barclays Group entity (each a “**Barclays Entity**”);
- (b) any professional adviser of Barclays Singapore or any Barclays Entity, or any other person providing services to Barclays Singapore or any Barclays Entity, or any person (including without limitation, any third party service provider) to whom Barclays Singapore or any Barclays Entity outsources the performance of its operational functions or any other functions, whether in or outside Singapore;
- (c) any person where reasonably necessary for the purpose of the provision of services to you;
- (d) any person to the extent required for the purpose of any litigation, arbitration or regulatory proceedings or procedure;
- (e) any person to whom such disclosure is required to be made by Barclays Singapore or any Barclays Entity under any applicable law, regulation, rule or directive of any government authority or agency, regulator, exchange, clearing house, market, depository, trade repository or any other entity or electronic platform to whom trade data is required to be disclosed;
- (f) any credit bureau or any other person to whom a credit bureau is required or permitted to make disclosure of information to for the purpose of the assessment of the creditworthiness of any person;
- (g) any person for the purpose of wire transfers;
- (h) any person: (i) to (or through) whom any Barclays Entity assigns or transfers (or may potentially assign or transfer) all or any of its rights and obligations under any agreement with you, or (ii) with (or through) whom any Barclays Entity enters into (or may potentially enter into) any sub-participation in relation to, or any other transaction under which payments are to be made by reference to, any facility granted, or proposed facility to be granted, by a Barclays Entity;
- (i) any person to whom Barclays Singapore is under a duty to disclose to;

- (j) any person to whom disclosure of Customer Information is considered by Barclays Singapore to be in Barclays Singapore's interest; or
- (k) any person to whom Barclays Singapore or any other person is permitted to disclose Customer Information under the Banking Act.

5.6 Your consent to the disclosure of personal data and Customer Information under this paragraph 5 shall survive the termination of this Singapore Agreement or our provision of services to you.

## 6. FATCA

6.1 If you, any person with whom you have a joint account, or any of your owners or interest holders are subject to tax or reporting in another country (or we have reason to believe or are required to presume that this might be the case), we, and other companies in the Barclays Group, may be required by legislation, regulation, intergovernmental agreement or agreement with tax authorities in that country (such as a Foreign Financial Institution Agreement with the United States Inland Revenue Service created under United States FATCA (as defined below) legislation) to report on an ongoing basis certain information about you and your Account on an individual or aggregate basis: (i) to a relevant tax authority, which may then pass that information to the tax authorities where you are subject to tax; or (ii) directly to the tax authorities in that country (such as the United States). If you are not an individual, we may also have to report information about your direct and indirect shareholders or other owners or interest holders and, if you are a trust, your beneficiaries, settlors or trustees (together, your "**Associated Persons**").

6.2 To comply with our obligations under FATCA, we may need to review certain information we hold about you or your Associated Persons or additional documents we obtain from you or your Associated Persons, such as certifications about your identity, tax residence, nationality and status. We may centralise this review process in another country and we may also use carefully selected agents or sub-contractors that have adequate protections for keeping your information secure and operate under a strict duty of confidentiality to us.

6.3 You agree and consent to the processing, use and maintenance by us, any Barclays Group company or our agents or sub-contractors of any authorisations, waivers, forms, documentation and other information relating to your status under FATCA and that of any of your Associated Persons (if applicable) (the "**FATCA Information**") and the disclosure, transfer and reporting of such FATCA Information to any relevant tax authority, any delegate or other person making payments to you (together, a "**Recipient**"), to the extent that we or any Barclays Group entity reasonably determine that such processing, use, maintenance, disclosure, transfer or reporting is necessary or helpful to facilitate compliance with FATCA by you, us, any Barclays Group entity, any delegate or other person making payments to you.

6.4 You agree that we or any Barclays Group entity may transfer any FATCA Information to a recipient where such recipient's place of business may be in a jurisdiction outside of your or your Associated Person's jurisdiction of residence or place of business or outside of the jurisdiction in which the FATCA Information may be collected, stored or processed. You agree that, where necessary, you have obtained the consent of your Associated Persons, third parties, employees, directors, officers, owners and any other individuals referred to in the FATCA Information as applicable to the processing, use, maintenance, disclosure, transfer and reporting of any such FATCA Information and for the purposes for which the information will be processed and that we are not responsible or accountable for the consequences of any occasion where such consent has failed to be obtained.

6.5 You agree and consent to the disclosure to tax authorities, under applicable data protection, privacy or similar laws or regulations in respect of the FATCA Information we report to comply with our obligations under applicable laws and agreements with tax authorities.

6.6 If you do not provide us with information or documents we need or do not provide a waiver of confidentiality rights where needed, we may (i) end our contractual or other relationship with you by giving you written notice; or (ii) transfer the relationship to an affiliate of Barclays in another jurisdiction (and, for the avoidance of doubt, you shall be deemed to have given consent to any such transfer).

6.7 To the greatest extent permitted by applicable law, we will not be liable to you for any Losses you may suffer as a result of our complying with legislation or agreements with tax authorities in accordance with this paragraph 6 of Part 2 of this Singapore Agreement, unless that Loss is caused by our wilful default of this paragraph 6 of Part 2 of this Singapore Agreement or fraud. Your agreement and consent given pursuant to this paragraph 6 of Part 2 of this Singapore Agreement will override any inconsistent term or consent provided by you under any agreement with us to the extent it provides fewer or lesser rights for us whether before, on or after the date of this Singapore Agreement.

6.8 For the purposes of this paragraph 6 of Part 2 of this Singapore Agreement:

“**FATCA**” means:

- (a) sections 1471 to 1474 of the United States Internal Revenue Code of 1986 or any associated regulation, instruction or other official guidance, as amended from time to time;
- (b) any treaty, law, regulation, instruction or other official guidance enacted or amended in any other jurisdiction, or relating to an intergovernmental agreement between the United States and any other jurisdiction, which (in either case) facilitates the implementation of paragraph (a) above;
- (c) any agreement pursuant to the implementation of paragraphs (a) or (b) above with the United States Internal Revenue Service, the United States government or any governmental or taxation authority in any other jurisdiction; or
- (d) any treaty, law, regulation, instruction or other official guidance analogous to paragraphs (a), (b) or (c) enacted or amended in any other jurisdiction from time to time, and any agreement pursuant to the implementation of any such treaty, law, regulation, instruction or other official guidance with any governmental or taxation authority in any jurisdiction, including, without limitation, any governmental or intergovernmental agreement for the cross-border exchange of tax information applicable in any jurisdiction, the EU Savings Directive (Council Directive 2003/48/EC) and any multilateral tax information exchange; and

“**FATCA Information**” includes without limitation your Personal Data, your Account number(s), the amount of payments including interest paid or credited to your Account(s), the balance(s) or value(s) of your Account(s), your name, address, country of residence and your social security number/taxpayer identification number or similar (if applicable), and information about your Associated Persons (where you are not an individual).

## 7. Conflicts of interest

- 7.1 The complexity and size of the Barclays Group and its businesses, and our reliance on third parties at various points, can occasionally lead to situations where our interests or those of our staff conflict with your interests. Equally, your interests might occasionally compete with those of our other clients.
- 7.2 Where a potential conflict arises, we will take appropriate steps to protect your interests and ensure fair treatment, in line with the duties we owe you as our client. We have processes in place to handle such conflicts of interest, to help us act with an appropriate degree of independence from our own interests when transacting with you or acting on your behalf.
- 7.3 Where we are not satisfied that our arrangements to handle conflicts are sufficient to prevent a conflict from potentially harming your interests, we will:
  - (a) disclose the nature and source of the conflict to you; and
  - (b) if appropriate, obtain your permission to continue with the service.
- 7.4 We describe below some of the types of conflicts of interest that could arise. Examples of these situations include:
  - (a) where we provide services to other clients;
  - (b) where advice we give to you differs from advice given to other clients;
  - (c) an investment or transaction we advise on may involve investments issued by another Barclays Group entity, or a client of the Barclays Group;
  - (d) where we recommend units in a collective investment scheme in respect of which we or another Barclays Group entity either acts as, or advises, the trustee, investment manager or operator of the collective investment scheme or otherwise act in a similar capacity;
  - (e) where we or another Barclays Group entity is involved in or acts in respect of a new issue of securities, rights issue, takeover or any other transaction or have any other relationship with an issuer of investments which is relevant to investments in which we make recommendations; or
  - (f) where our officers or employees or those of another Barclays Group entity act as officers or employees of issuers of investments in respect of which we make recommendations.

- 7.5 When providing products or services to you, we, the Barclays Offshore Platform or any other Barclays Group entity may receive from or pay to a third party profit, commissions, remuneration or other benefits. Where these amounts relate to products and services provided by Barclays Singapore, we will not disclose or account to you for such amounts, except where this is required under applicable laws or regulations, and you agree and consent to our receipt or payment of such profit, commissions, remuneration or other benefits. Where these amounts relate to your Account(s), products and/or services provided by a Barclays Offshore Platform, how such Barclays Offshore Platform will deal with these amounts is set out in the terms you agree with the Barclays Offshore Platform.
- 7.6 Where you are introduced by a third party, we may have made a payment to the introducer or pay ongoing commissions. The basis of these payments will be made available to you where required by applicable laws or regulations, or at your request.

## Part 3 – Consents, Declarations and Signatures

By ticking this box, you consent to being treated by us as an accredited investor for the purposes of all the consent provisions, and you agree and confirm:

- you understand that you have been assessed to be a person mentioned in section 4A(1)(a)(i), (ii), (iii) or (iv) of the SFA (as set out in Schedule 1 to the Singapore Terms), and are hence eligible to opt into the “accredited investor” status;
- you know and understand the consequences of consenting to be treated by us as an accredited investor for the purposes of all the consent provisions (as described in Schedule 2 to the Singapore Terms); and
- you understand that you may at any time withdraw your consent to be treated as an accredited investor for the purposes of all of the consent provisions, upon which we must not, after three (3) months treat you as an accredited investor for the purposes of all of the consent provisions.

OR

You represent and warrant that you are an “institutional investor” as defined in section 4A(1)(c) of the SFA.

By ticking the boxes below, you agree and consent to receiving information regarding investment and/or financial products offered by Barclays Singapore, any Barclays Group entity, through the following means: (you may tick more than one option)

Text messages

Voice calls

By signing below, you agree and confirm:

- you have due capacity and authority to enter into this Singapore Agreement;
- you are entering into this Singapore Agreement in the name of a client who is acting as principal and not as agent on behalf of a third party;
- the details and information you have provided to Barclays Singapore are true and complete;
- throughout your continued relationship with Barclays Singapore you shall promptly notify Barclays Singapore if any of the details or information you have provided to Barclays Singapore in connection with this Singapore Agreement or our relationship with you have changed;
- you will provide Barclays Singapore, upon our request, with any information required for Barclays Singapore to fulfil its contractual, regulatory or other legal obligations;
- that Barclays Singapore and its officers may collect, use, process or disclose all Personal Data provided by you for the purposes and in the manner as described in this Singapore Agreement;
- that you agree and consent to Barclays Singapore and its officers disclosing your Customer Information in accordance with paragraph 5.5 of Part 2 of this Singapore Agreement; and
- you have read and understood the contents of this Singapore Agreement.

Date   /   /

**For Individual Clients**

(All joint account holders must sign below)

**First Client:**

Signature:

Name:

**Third Client:**

Signature:

Name:

**Second Client:**

Signature:

Name:

**Fourth Client:**

Signature:

Name:

**For Corporate Clients and Trustees**

**Name of company or corporate trust**

The authorised signatories who sign below, sign for

**Name of trust**

The trustees of the trust who all sign below, sign for

**To be signed by corporate clients or trustees**

**A. 1st signatory**

Signature

Date of signature

Print name

Capacity

Address (if not already provided)




Country

Postcode

**B. 2nd signatory**

Signature

Date of signature

Print name

Capacity

Address (if not already provided)




Country

Postcode

C. 3rd signatory

Signature

Date of signature

Print name

Capacity

Address (if not already provided)

Country

Postcode

D. 4th signatory

Signature

Date of signature

Print name

Capacity

Address (if not already provided)

Country

Postcode

## Section B – Singapore Addendum

This addendum (“**Singapore Addendum**”) applies where you are a private bank client of the Singapore branch of Barclays Bank PLC (“**Barclays Singapore**”), and have therefore agreed to Barclays Singapore acting as an intermediary in respect of your account or accounts held (each such account, an “**Account**”) with Barclays Bank PLC, London head office, Jersey branch, Isle of Man branch or Monaco branch, or Barclays Bank (Suisse) SA (each a “**Barclays Offshore Platform**”), pursuant to the terms of a separate agreement (the “**Singapore Agreement**”) between you and Barclays Singapore.

Where you have Accounts with multiple Barclays Offshore Platforms, the Singapore Addendum will apply separately in respect of each such Barclays Offshore Platform as if you have entered into a separate Singapore Addendum with each Barclays Offshore Platform, and each such separate Singapore Addendum forms a separate agreement between you and each such Barclays Offshore Platform.

The terms you enter into with each Barclays Offshore Platform govern the provision of the Account, and products or services, by the Barclays Offshore Platform to you (each such terms the “**Barclays Offshore Platform Terms**”). A Barclays Offshore Platform may not be able to provide you with certain products or services because of the jurisdiction you are in. Any dispute between you and a Barclays Offshore Platform will be subject to the governing law and jurisdiction of the courts as specified in the relevant Barclays Offshore Platform Terms.

### 1. Your classification as an Accredited Investor or Institutional Investor when being provided with an Account or Products or Services by a Barclays Offshore Platform

- 1.1 Where you are categorised as a retail, professional, sophisticated or institutional client, or such other client category by the Barclays Offshore Platform, this is for the purposes of applicable legal or regulatory requirements in the location of the Barclays Offshore Platform providing you with your Account, products and/or services.
- 1.2 For the purposes of applicable regulatory requirements in Singapore and based on the information you have provided to Barclays Singapore; you have been assessed to be:
  - (a) a person mentioned in section 4A(1)(a)(i), (ii), (iii) or (iv) of the SFA (please see Schedule 1 to these Singapore Terms for more information), and hence eligible to opt into the “accredited investor” status; or
  - (b) an “institutional investor” as defined in section 4A(1)(c) of the SFA.

The Barclays Offshore Platform is able to provide you with products or services only if you have consented to be treated by it as an “accredited investor” or if you are an “institutional investor”.

- 1.3 Where you are eligible to opt into the “accredited investor” status solely on the basis that you hold a joint account with an accredited investor, you are eligible to opt into the “accredited investor” status only for dealings through such joint account.
- 1.4 You will be required to opt into the “accredited investor” status for the purposes of all of the consent provisions in order for the Barclays Offshore Platform to treat you as an accredited investor.
- 1.5 **General Warning:** Accredited investors are assumed to be better informed, and better able to access resources to protect their own interests, and therefore require less regulatory protection. Investors who agree to be treated as accredited investors therefore forgo the benefit of certain regulatory safeguards. For example, issuers of securities are exempted from issuing a full prospectus registered with the MAS in respect of offers that are made only to accredited investors, and intermediaries are exempted from a number of business conduct requirements when dealing with accredited investors. Investors should consult a professional adviser if they do not understand any consequence of being treated as an accredited investor.
- 1.6 **Consequences of being treated as an accredited investor by the Barclays Offshore Platform:** If you opt in to be treated as an accredited investor by the Barclays Offshore Platform, the Barclays Offshore Platform will be able to provide you with products or services without being licensed or subject to conduct of business and other ongoing compliance requirements in Singapore under the cross-border exemption frameworks in the Securities and Futures (Exemption for Cross-Border Arrangements) (Foreign Related Corporations) Regulations 2021, the Securities and Futures (Exemption for Cross-Border Arrangements) (Foreign Offices) Regulations 2021, the Financial Advisers (Exemption for Cross-Border Arrangements) (Foreign Related Corporations) Regulations 2021 or the Financial Advisers (Exemption for Cross-Border Arrangements) (Foreign Offices) Regulations 2021 (as the case may be). You will therefore not enjoy the benefit of the protection of Singapore regulatory requirements that capital markets intermediaries providing such products or services to persons in Singapore would ordinarily be subject to. Generally, capital markets intermediaries that provide regulated products or services to persons in Singapore are subject to the following requirements:

- (a) **Capital and other financial requirements:** This includes minimum base capital, risk-based capital adequacy requirements, as well as minimum margin requirements when dealing in contracts for differences or spot foreign exchange contracts for the purposes of leveraged foreign exchange trading with customers. A capital markets intermediary is also required to make quarterly and annual filings on its financial position to the Monetary Authority of Singapore.
- (b) **Representative registration requirements:** A capital markets intermediary is required to ensure that individuals who carry on regulated activities on its behalf are appointed as representatives. For an individual to be appointed as a representative, the individual must meet certain minimum entry requirements, satisfy the minimum academic qualification requirements, comply with the Capital Markets and Financial Advisory Services examination requirements (unless exempted) and be certified as a fit and proper person. Appointed representatives must undergo continuing professional development training.
- (c) **Fit and proper requirements:** A capital markets intermediary is required to ensure that it is a fit and proper person to carry on regulated activities. It is also required to ensure that its substantial shareholders, directors, chief executive officer and representatives are fit and proper persons. The approval of the Monetary Authority of Singapore must also be obtained for the appointment of any director or the chief executive officer of a capital markets intermediary.
- (d) **Customers' moneys and assets rules:** A capital markets intermediary is required to take certain prescribed measures to safeguard customers' moneys and assets. Moneys and other assets received from or on account of a customer must be placed in trust or custody accounts maintained with regulated deposit-taking institutions or custodians, be segregated from the proprietary monies and assets of the capital markets intermediary, and must not be used or withdrawn except in accordance with the applicable rules. A capital markets intermediary is also required to keep proper records of its customers' holdings, complete daily and monthly computations of customers' moneys and assets in trust and custody accounts, and provide its customers with periodic statements of account. Certain disclosures must also be provided to customers.
- (e) **Conduct of business requirements:** A capital markets intermediary is subject to various conduct of business requirements, depending on the nature of the product or service being provided. The requirements include, without limitation, requirements relating to customer suitability, customer disclosures, giving priority to customers' transactions, conflicts of interest, provision of statements and contract notes, record-keeping and risk management.

A Barclays Offshore Platform will not be subject to the above Singapore regulatory requirements when providing you with products or services. Although the products or services you receive from the Barclays Offshore Platform will be subject to the laws and regulations which are applicable to the Barclays Offshore Platform in the jurisdiction of the Barclays Offshore Platform and to the regulation and oversight of the regulatory authorities relevant to the Barclays Offshore Platform in that location, the regulations in such jurisdictions may not be identical to Singapore regulations, and you may therefore not have the same protection as you would have under Singapore regulations.

- 1.7 **Opting In:** You may consent to being treated by the Barclays Offshore Platform as an accredited investor for the purposes of all of the consent provisions. If you wish to provide your consent to being treated by the Barclays Offshore Platform as an accredited investor for the purposes of all of the consent provisions, please indicate your consent below.

Please note the General Warning above, which would apply if you opt in to be an accredited investor, as well as the explanation above on the consequences if you opt in to be treated by the Barclays Offshore Platform as an accredited investor.

- 1.8 **Opting Out:** If you consent to being treated by the Barclays Offshore Platform as an accredited investor for the purposes of all of the consent provisions, you may at any time withdraw your consent, and from three (3) months following our receipt of your notice such withdrawal, each Barclays Offshore Platform will no longer treat you as an accredited investor for the purposes of all the consent provisions.
- 1.9 To assist you in deciding whether to provide such notification of no consent (i.e. opt out of the "accredited investor" status), please refer to the explanation above on the consequences if you opt in to be treated by the Barclays Offshore Platform as an accredited investor.
- 1.10 If you do not consent to being treated by the Barclays Offshore Platform as an accredited investor for the purposes of all of the consent provisions, the Barclays Offshore Platform will not be able to provide you with any products or services. If (subsequent to opting in) you choose to withdraw your consent to the Barclays Offshore Platform treating you as an accredited investor for the purposes of all of the consent provisions, the Barclays Offshore Platform will not be able to provide you with any products and/or services and will have to terminate its relationship with you in accordance with the relevant Barclays Offshore Platform Terms.

- 1.11 If you choose to opt into the “accredited investor” status, or if you choose to withdraw your consent to the Barclays Offshore Platform treating you as an accredited investor for the purposes of all of the consent provisions, you consent to the Barclays Offshore Platform disclosing this to Barclays Singapore, any other Barclays Offshore Platform or any person (including, where applicable, any other joint Account holder) that relies on your “accredited investor” status to be qualified as an accredited investor.
- 1.12 Where you have a joint Account with a Barclays Offshore Platform, each other joint Account holder is also required to provide consent to being treated by the Barclays Offshore Platform as an accredited investor for the purposes of all the consent provisions in order for the Barclays Offshore Platform to treat the relevant joint Account as an accredited investor for the purposes of all the consent provisions for dealings through the joint Account. Accordingly, if you have opted in to be treated by the Barclays Offshore Platform as an accredited investor, but any one of the other joint Account holders does not opt in, or if (subsequent to opting in) any one of the other joint Account holders withdraws his consent to being treated by the Barclays Offshore Platform as an accredited investor, the joint Account would be affected and the Barclays Offshore Platform would not be able to provide you with any products or services in respect of the joint Account.

# Consents, Declarations and Signatures

- By ticking this box and signing account opening documentation with a Barclays Offshore Platform, you consent to being treated by the Barclays Offshore Platform as an accredited investor for the purposes of all the consent provisions, and you agree and confirm:
- you understand that you have been assessed to be a person mentioned in section 4A(1)(a)(i), (ii), (iii) or (iv) of the SFA (as set out in Schedule 1 to the Singapore Terms), and are hence eligible to opt into the “accredited investor” status;
  - you know and understand the consequences of consenting to be treated by the Barclays Offshore Platform as an accredited investor for the purposes of all the consent provisions as described above; and
  - you understand that you may at any time withdraw your consent to be treated as an accredited investor for the purposes of all of the consent provisions, upon which the Barclays Offshore Platform must not, after three (3) months treat you as an accredited investor for the purposes of all of the consent provisions.

OR

You represent and warrant that you are an “institutional investor” as defined in section 4A(1)(c) of the SFA.

By signing below, you agree and confirm:

- you have due capacity and authority to enter into this Singapore Addendum;
- you are entering into this Singapore Addendum in the name of a client who is acting as principal and not as agent on behalf of a third party;
- to Barclays Bank PLC, Singapore branch providing the Barclays Offshore Platform with instructions on your behalf in accordance with the Singapore Agreement and the Barclays Offshore Platform acting on those instructions as if provided directly by you to the Barclays Offshore Platform<sup>2</sup>;
- you agree and consent to the collection, use, processing or disclosure of all Personal Data provided by you for the purposes and in the manner as described in the Global Barclays Bank Privacy Notice, which is available at <https://privatebank.barclays.com/support-and-information/full-privacy-notice/>; and
- you have read and understood the contents of this Singapore Addendum.

Date   /   /

## For Individual Clients

(All joint account holders must sign below)

### First Client:

Signature:

Name:

### Third Client:

Signature:

Name:

### Second Client:

Signature:

Name:

### Fourth Client:

Signature:

Name:

<sup>2</sup> Where the Barclays Offshore Platform is Barclays Bank (Suisse) S.A. (BarSuisse), you will also be required to sign a limited power of attorney with BarSuisse, and Barclays Singapore will only be permitted to transmit instructions to BarSuisse while limited power of attorney remains in place.

## For Corporate Clients

### Name of company or corporate trust

The authorised signatories who sign below, sign for

### Name of trust

The trustees of the trust who all sign below, sign for

### To be signed by corporate clients or trustees

#### A. 1st signatory

Signature

Date of signature   /   /

Print name

Capacity

Address (if not already provided)




Country

Postcode

#### B. 2nd signatory

Signature

Date of signature   /   /

Print name

Capacity

Address (if not already provided)




Country

Postcode

#### C. 3rd signatory

Signature

Date of signature   /   /

Print name

Capacity

Address (if not already provided)




Country

Postcode

#### D. 4th signatory

Signature

Date of signature   /   /

Print name

Capacity

Address (if not already provided)




Country

Postcode

# Schedule 1 – Accredited Investor

Persons mentioned in section 4A(1)(a)(i),(ii),(iii) or (iv) of the Securities and Futures Act 2001 of Singapore (the “SFA”)

## Individual mentioned in section 4A(1)(a)(i) of the SFA

An individual mentioned in section 4A(1)(a)(i) of the SFA is an individual:

- (a) whose net personal assets exceed in value S\$2 million (or its equivalent in a foreign currency);
- (b) whose financial assets (net of any related liabilities) exceed in value S\$1 million (or its equivalent in a foreign currency), where “financial asset” means:
  - (BA) a deposit as defined in section 4B of the Banking Act 1970 of Singapore;
  - (BB) an investment product<sup>3</sup> as defined in section 2(1) of the Financial Advisers Act 2001 of Singapore; or
  - (BC) any other asset as may be prescribed by regulations made under section 341 of the SFA; or
- (c) whose income in the preceding 12 months is not less than S\$300,000 (or its equivalent in a foreign currency).

In determining the value of an individual’s net personal assets for the purposes of subsection (1)(a)(i)(A), the value of the individual’s primary residence:

- (a) is to be calculated by deducting any outstanding amounts in respect of any credit facility that is secured by the residence from the estimated fair market value of the residence; and
- (b) is taken to be the lower of the following:
  - (i) the value calculated under paragraph (a);
  - (ii) S\$1 million.

## Corporation mentioned in section 4A(1)(a)(ii) of the SFA

A corporation mentioned in section 4A(1)(a)(ii) of the SFA is a corporation with net assets exceeding S\$10 million in value (or its equivalent in a foreign currency), as determined by:

- (a) the most recent audited balance-sheet of the corporation; or
- (b) where the corporation is not required to prepare audited accounts regularly, a balance-sheet of the corporation certified by the corporation as giving a true and fair view of the state of affairs of the corporation as of the date of the balance sheet, which date shall be within the preceding 12 months.

## Trustee mentioned in section 4A(1)(a)(iii) of the SFA

A trustee mentioned in section 4A(1)(a)(iii) of the SFA is the trustee of:

- (a) any trust all the beneficiaries of which are accredited investors within the meaning of section 4A(1)(a)(i), (ii) or (iv) of the SFA;
- (b) any trust all the settlors of which:
  - (i) are accredited investors within the meaning of section 4A(1)(a)(i), (ii) or (iv) of the SFA;
  - (ii) have reserved to themselves all powers of investment and asset management functions under the trust; and
  - (iii) have reserved to themselves the power to revoke the trust;
- (c) any trust the subject matter of which exceeds S\$10 million (or its equivalent in a foreign currency) in value.

## Person mentioned in section 4A(1)(a)(iv) of the SFA

A person mentioned in section 4A(1)(a)(iv) of the SFA is:

- (a) an entity (other than a corporation) with net assets exceeding S\$10 million (or its equivalent in a foreign currency) in value;
- (b) a partnership (other than a limited liability partnership) in which every partner is an accredited investor;
- (c) a corporation the entire share capital of which is owned by one or more persons, all of whom are accredited investors; or
- (d) a person who holds a joint account with an accredited investor, in respect of dealings through that joint account.

<sup>3</sup> Including securities, securities-based and other derivatives contracts, collective investment schemes, and life policies.

## Schedule 2 – Explanation of effect of being treated as an accredited investor under the consent provisions

The following sets out a summary of the effect under the consent provisions of you being treated by Barclays Singapore as an accredited investor. Where Barclays Singapore deals with you as an accredited investor, it is exempt from complying with certain requirements under the Financial Advisers Act 2001 of Singapore (the “FAA”) and certain regulations, notices and guidelines issued thereunder, as well as certain requirements under the Securities and Futures Act 2001 of Singapore (the “SFA”) and certain regulations and notices issued thereunder. For more detailed information on the consent provisions and how they do not apply to accredited investors, please refer to [privatebank.barclays.com/terms](http://privatebank.barclays.com/terms).

Please note that the regulatory requirements that Barclays Singapore is exempted from when dealing with you as an accredited investor may be amended and updated from time to time due to regulatory changes or otherwise. Any amendments and updates will be set out on the Private Bank’s website.

Under the SFA and the regulations and notices issued thereunder:

- 1. Compensation from fidelity fund under Section 186(1) of the SFA.** Section 186(1) of the SFA provides for a fidelity fund to be held and applied for the purposes of compensating persons who suffer pecuniary loss because of certain defaults. You would not be entitled to be compensated from the fidelity fund, even if you have suffered pecuniary loss in the manner contemplated under Section 186(1) of the SFA.
- 2. Prospectus Exemptions under Sections 275 and 305 of the SFA.** Sections 275 and 305 of the SFA exempt the offeror from registering a prospectus when the offer of securities and securities-based derivatives contracts, and units of collective investment schemes is made to relevant persons (including accredited investors). In addition, secondary sales made to institutional investors and relevant persons remain exempt from the prospectus registration requirement provided that certain requirements are met.

You can be offered certain products that cannot be offered to retail investors. The issuer and/or offeror is not subject to the statutory prospectus liability under the SFA. Subsequent sales of securities, securities-based derivative contracts and collective investment schemes first sold under inter alia Sections 275 and 305 can also be made to you, as well as transfers of securities of certain corporations and interests in certain trusts.

- 3. Restrictions on Advertisements under Sections 251 and 300 of the SFA.** Sections 251 and 300 of the SFA prohibit any advertisement or publication referring to an offer or intended offer of securities and securities-based derivatives contracts, and units of collective investment schemes from being made, except in certain circumstances. These restrictions do not apply to certain communications containing material on matters in a preliminary document lodged with the Monetary Authority of Singapore (the “MAS”). You may receive such communications and are therefore not protected by the requirements in Sections 251 and 300 of the SFA.
- 4. Part III of the Securities and Futures (Licensing and Conduct of Business) Regulations (“SFR”).** Part III of the SFR stipulates the requirements imposed on Barclays Singapore in relation to the treatment of customers’ assets. Barclays Singapore is exempt from treating you as a “retail investor” in relation to certain requirements pertaining to the treatment of a retail customer’s assets, as summarised below.

Bank	Retail customer	Accredited investor
<b>Disclosure requirement<sup>4</sup></b>	Bank to make certain disclosures (such as whether the assets will be commingled with other customers and the risks of commingling, consequences if the institution which maintains the custody account becomes insolvent) in writing prior to depositing assets in custody account	No such requirement
<b>Prohibition on transferring title of assets received from customer to bank or any other person<sup>5</sup></b>	Prohibited unless transferred in connection with borrowing or lending of specified products in accordance with Regulation 45 of the SFR	No such requirement

<sup>4</sup> Regulation 27A

<sup>5</sup> Regulation 34A

Bank	Retail customer	Accredited investor
<b>Withdrawals from custody account to transfer the asset to any other person or account in accordance with the written direction of the customer<sup>6</sup></b>	Not permitted to transfer retail customer's assets, to meet any obligation of the bank in relation to any transaction entered into by the bank for the benefit of the bank	No such prohibition
<b>Customer Assets<sup>7</sup></b>	<p>Deposit into a custody account maintained in accordance with Regulation 27 of the SFR (requires the custody account to be maintained with certain specified institutions only); or</p> <p>Deposit into account directed by retail customer to which retail customer has legal and beneficial title and maintained with, inter alia, licensed banks, merchant banks or finance companies or banks established and regulated as banks outside Singapore</p>	<p>Deposit into a custody account maintained in accordance with Regulation 27 of the SFR (requires the custody account to be maintained with certain specified institutions only); or</p> <p>Deposit into account directed by accredited investor</p>
<b>Mortgage of customer's assets – bank may mortgage, charge, pledge or hypothecate customer's assets for a sum not exceeding the amount owed by the customer to the bank<sup>8</sup></b>	Prior to doing so, bank must inform the retail customer of this right, explain the risks and obtain written consent of the retail customer	No equivalent requirement to inform, explain risks or obtain written consent of accredited investor

5. **Regulation 47BA of the SFR.** Regulation 47BA of the SFR provides that a bank must not deal with a retail customer as an agent when dealing in certain capital markets products. We are not subject to this prohibition if you are an accredited investor and may deal with you as an agent in relation to over-the-counter derivatives contracts and/or spot foreign exchange contracts, for the purposes of leveraged foreign exchange trading.
6. **Regulation 47E of the SFR.** Barclays Singapore is not under any obligation under Regulation 47E(1) and (2) of the SFR to provide for certain risk disclosure requirements for (a) trading in futures contracts, spot FX contracts for the purposes of leveraged FX trading and FX OTC derivatives (the “**Products**”), and (b) soliciting or entering into fund management agreements to manage Products for you.
7. **Section 99H(1)(c) of the SFA read with Regulations 3A(5)(c), (d), (e) and (7) of the SFR.** Barclays Singapore appoints a provisional representative or temporary representative in respect of any SFA regulated activity, it would undertake certain responsibilities in relation to the representative's interactions with any client or member of the public. Barclays Singapore is not under any statutory obligation to restrict the interactions with you that may be undertaken by such representatives.
8. **Regulation 33 of the SFR.** Barclays Singapore is not under any statutory obligation under Regulation 33(2)(a) of the SFR to explain the risks involved to you prior to it lending or arranging for a custodian to lend your specified products.
9. **Regulation 40 of the SFR.** Provided: (a) Barclays Singapore has made available to you (on a real-time basis) with your consent monthly and quarterly statements of account containing prescribed particulars electronically; or (b) you have requested in writing not to receive the statement of account, Barclays Singapore is not under any statutory obligation under Regulations 40(1) and (3) of the SFR to furnish a monthly or quarterly statement of account to you.
10. **Regulation 45 of the SFR.** Barclays Singapore is not under any statutory obligation to provide collateral to you under Regulation 45 of the SFR when it borrows specified products from you. Where Barclays Singapore provides assets to you as collateral for the borrowing, unlike for retail investors, the agreement does not have to include the requirement to mark-to-market on every business day the specified products that are borrowed nor the minimum collateral comprising specified products nor procedures for calculating the margins.
11. **Regulation 47DA of the SFR.** Barclays Singapore is not required to provide certain general risk disclosures or disclose to you the capacity in which it acts when opening a trading account for entering into transactions of any products that are not futures contracts, spot FX contracts and FX OTC derivatives.

<sup>6</sup> Regulation 35(2)

<sup>7</sup> Regulation 26(1)(a)

<sup>8</sup> Regulation 34(2)

Under the FAA and the regulations, notices and guidelines issued thereunder:

- 12. Section 26(1)(c) of the FAA read with Regulations 4A(4)(c), (d), (e) and (6) of the Financial Advisers Regulations (“FAR”).** If Barclays Singapore appoints an individual as a provisional representative in respect of any financial advisory service, it undertakes certain responsibilities in relation to the provisional representative’s interactions with any client or member of the public. Barclays Singapore is not under any statutory obligation to restrict the interactions with you that may be undertaken by its provisional representatives in the course of providing any financial advisory service.
- 13. Section 34 of the FAA, MAS Notice on Information to Clients and Product Information Disclosure [Notice No. FAA-N03] and MAS Practice Note on the Disclosure of Remuneration by Financial Advisers [Practice Note No. FAA-PN01].** Section 34 of the FAA imposes an obligation on a financial adviser to disclose to its clients and prospective clients all material information relating to any designated investment product recommended by the financial adviser. The MAS Notice on Information to Clients and Product Information Disclosure [Notice No. FAA-N03] sets out the general principles and specific requirements as to the form and manner of disclosure for compliance with, among others, Section 34 of the FAA. This is supplemented by the MAS Practice Note on the Disclosure of Remuneration by Financial Advisers [Practice Note No. FAA-PN01], which provides guidance on the requirements imposed on a financial adviser in relation to disclosing certain remuneration.

Barclays Singapore is not under any statutory obligation to provide you with all material information on any designated investment product in the prescribed form and manner, e.g. the benefits and risks of the designated investment product and the illustration of past and future performance of the designated investment product.

- 14. Section 36 of the FAA and MAS Notice on Recommendations on Investment Products [Notice No. FAA-N16].** Section 36 of the FAA requires a financial adviser to have a reasonable basis for any recommendation on an investment product, after considering the investment objectives, financial situation and particular needs of the client. The financial adviser must also conduct investigation on the investment product that is the subject matter of the recommendation, as is reasonable in all the circumstances. The MAS Notice on Recommendations on Investment Products [Notice No. FAA-N16] sets out requirements which apply to a financial adviser when it makes recommendations on investment products to its clients (unless such recommendations fall within paragraphs 4A or 4B of the MAS Notice on Recommendations on Investment Products [Notice No. FAA-N16]).

Barclays Singapore is not under any statutory obligation to ensure that it has regard to the information possessed by it concerning your investment objectives, financial situation and particular needs and have given consideration to and conducted investigation of the subject matter of any recommendation, and that the recommendation is based on such consideration and investigation. Barclays Singapore is also not statutorily required to conduct a Customer Knowledge Assessment or Customer Account Review to determine your investment experience and knowledge (which Barclays Singapore would otherwise have been required to conduct if you are a natural person), nor is it required to comply with certain procedures, including furnishing of certain risk warnings on overseas-listed investment products. Further, you will not be able to rely on Section 36 of the FAA in any claim against Barclays Singapore for losses that may be suffered in respect of any investment that it may have recommended to you.

- 15. Section 36 of the FAA.** Barclays Singapore is not under any statutory obligation to include a statement of the nature of any interest in, or any interest in the acquisition or disposal of, specified products in any written recommendation or document that it may send to you.
- 16. Sections 47 and 48 of the FAA, and MAS Notice on Requirements for the Remuneration Framework for Representatives and Supervisors (“Balanced Scorecard Framework”) and Independent Sales Audit Unit [Notice No. FAA-N20] (“BSC Notice”) and MAS Guidelines on the Remuneration Framework for Representatives and Supervisors (“Balanced Scorecard Framework”), Reference Checks and Pre-Transaction Checks [Guideline No. FAA-G14] (“BSC Guidelines”).**

Barclays Singapore is not under any statutory obligation to either (a) establish or maintain such a remuneration framework, or to review and assess the performance, and determine and pay the remuneration, of its representatives and supervisors in accordance with such a remuneration framework, or (b) to have an independent sales audit unit to audit the quality of the financial advisory services provided by its representatives. Barclays Singapore would otherwise have been required to put in place the above requirements if you are a natural person who is not an accredited investor.

- 17. Regulation 18B of the FAR.** Barclays Singapore is not under any statutory obligation to carry out a due diligence exercise to ascertain whether any new product it wishes to sell or market is suitable for targeted clients.
- 18. Regulation 3(2)(a)(ii) of the Financial Advisers (Complaints Handling and Resolution) Regulations 2021 (the “CHR Regulations”).** Regulation 3(2)(a)(ii) of the CHR Regulations provides that the CHR Regulations apply to any complaint that is made on or after 3 January 2022 by any client or prospective client of a financial adviser (whether

licensed or exempt) who, at the time when the complaint is made, is not an accredited investor, expert investor or institutional investor. Transactions entered into before you opt out of your accredited investor status will not be affected by the change in status. Barclays Singapore will continue to deal with you as if you were an accredited investor in respect of any transaction entered into with you prior to your change in status.

The CHR Regulations set out the requirements for a financial adviser in relation to the handling and resolution of complaints made by retail clients and prospective retail clients who are natural persons (including, for the avoidance of doubt, trustees and individual proprietors of sole proprietorships), where such complaints satisfy the prescribed requirements. Barclays Singapore is not under any statutory obligation to handle and resolve any complaints it receives from you according to the requirements under the CHR Regulations. In particular, Barclays Singapore is not under any statutory obligation to: (a) establish an independent unit (i.e. a unit that is not involved in providing any financial advisory service) to handle and resolve complaints in the prescribed manner, or ensure that your complaints are handled and resolved by such a unit or a person under the supervision of such a unit; (b) establish a process for handling and resolving complaints in the prescribed manner, or ensure that your complaints are handled and resolved in accordance with such a process; (c) provide any reasons for rejecting your complaints; or (d) put in place a centralised management system for complaints. Further, Barclays Singapore is not required to (i) appoint member(s) of its senior management to be responsible for overseeing its compliance with the CHR Regulations; (ii) make available information on how it handles complaints to the public; or (iii) submit information relating to complaints to the MAS under the CHR Regulations. Barclays Singapore would otherwise have been required to comply with the above requirements if you are a natural person who is not an accredited investor.

[You can get this item in braille, large print or audio by contacting us to advise us of your requirements.](#)

Barclays offers private and overseas banking, credit and investment solutions to its clients through Barclays Bank PLC and its subsidiary companies. Barclays Bank PLC is authorised by the Prudential Regulation Authority and regulated by the Financial Conduct Authority and the Prudential Regulation Authority (Financial Services Register No. 122702) and is a member of the London Stock Exchange and NEX. Registered in England. Registered No. 1026167. Registered Office: 1 Churchill Place, London E14 5HP.

Barclays Bank PLC Singapore Branch is a licenced bank in Singapore and is regulated by the Monetary Authority of Singapore. Registered in Singapore. Registered No. S73FC2302A. Registered Office: 10 Marina Boulevard, #25-01, Marina Bay Financial Centre Tower 2, Singapore 018983.

Barclays Bank PLC, Jersey Branch has its principal business address in Jersey at 13 Library Place, St Helier, Jersey and is regulated by the Jersey Financial Services Commission.

Barclays Bank PLC, Isle of Man Branch has its principal business address in the Isle of Man at Barclays House, Victoria Street, Douglas, Isle of Man and is licensed by the Isle of Man Financial Services Authority.

In the Principality of Monaco, Barclays Bank PLC operates through a branch which is duly authorised and falls under the dual supervision of the Monegasque regulator 'Commission de Contrôle des Activités Financières' (with regards to investment services) and the French regulator 'Autorité de Contrôle Prudentiel et de Résolution' (in respect of banking & credit services and prudential supervision). The registered office of Barclays Bank PLC, Monaco branch is located at 31 avenue de La Costa, MC 98000 Monaco – Tel. + 377 93 15 35 35. Barclays Bank PLC, Monaco branch is also registered with the Monaco Trade and Industry Registry under No. 68 S 01191. VAT No. FR 40 00002674 9.

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[A copy of these terms can also be accessed at privatebank.barclays.com/terms.](https://privatebank.barclays.com/terms)