

GIFT CITY JURISDICTION SCHEDULE

This is a Jurisdiction Schedule as referred to in the General Banking Terms and Conditions (“**GBTC**”). It will only apply where you open an Account with a DBS Group Member or avail any Service offered by such DBS Group Member located in International Financial Services Centre (IFSC), Gujarat International Finance Tec-City (“**GIFT City**”).

1. Your obligations

- 1.1. Provision of information. Any documents, information and authorisations referred to in Clause 3.2 of Part A of the GBTC include any documents, information and authorisations provided for completing ‘know your customer’ requirements and any other requirements under applicable Law.
- 1.2. Monitoring any Service we provide to you. For the purposes of Clause 3.7 of Part A of the GBTC, we will need time to process and act on any such notification. We will use reasonable endeavours to stop the acceptance or processing of affected transactions (whether such transactions are new or existing) as soon as reasonably practicable. If we are not able to stop, suspend or terminate such affected transactions for any reason whatsoever including circumstances which are beyond our reasonable control, you will be bound by and be responsible for such transactions.

2. Business Hours

For the purposes of Clause 5.7 of Part A of the GBTC, “our usual business hours” shall be 10 a.m. to 5 p.m. IST (or as updated from time to time on the web page of the Branch), Monday to Friday and on working Saturdays (excluding any IFSC Branch Holiday).

3. Third Party Service Providers and Third Party Banks

- 3.1. Extent of our liability. For the purposes of Clause 6.3 of Part A of the GBTC, our liability will be limited to the extent imposed under applicable Law for the performance or any act or omission of any Third Party Service Provider or Third Party Bank. To the extent permissible under applicable Law, we are not responsible for ensuring the accuracy of information provided by any of them. This paragraph applies even if there is fraud, misconduct, negligence or insolvency on the part of any of them.
- 3.2. Your liability. For the purposes of Clause 6.4 of Part A of the GBTC, you agree to indemnify us on demand against any loss which we suffer or incur in connection with any Service or your use of our Digital Channels due to us engaging or dealing with any Third Party Service Provider or Third Party Bank (other than, in each case, any DBS Group Member), other than as set out in Clause 3.1 of this Jurisdiction Schedule.

4. Sanctions, anti-money laundering, anti-bribery and corruption and counter-terrorism financing laws

For the purposes of Clause 9.2 of Part A and Part E of the GBTC, in the Agreement:

- (a) **Sanctions Authority** means (a) the government of India, (b) the IFSCA, (c) the United Nations Security Council, (d) the Office of Foreign Assets Control of the US Department of Treasury (**OFAC**), (e) the European Union, (f) the Monetary Authority of Singapore, (g) any other similar authority in the relevant Service Jurisdiction, and (h) any sanctions or regulatory authority or the respective governmental institutions and agencies of any of the foregoing that may issue Sanctions that a relevant DBS Group Member may be required or accustomed to comply with.
- (b) **Sanctions List** means any list which is prescribed by governmental and/or regulatory authorities for purpose of Sanctions and includes but is not limited to any list maintained by the government of India, OFAC, the HM Treasury of the United Kingdom, the Monetary Authority of Singapore, IFSCA, any other similar authority in the relevant Service Jurisdiction or any similar list maintained by, or public announcement of Sanctions designation made by, any Sanctions Authority.

5. Disclosure of confidential information and personal data

- 5.1. Collection and use of personal data. For the purposes of Clause 12.2 of Part A of the GBTC and this Clause 5, the following shall apply:

(a) You hereby provide us with your explicit and unambiguous consent as required under the Digital Personal Data Protection Act, 2023 and the rules as notified from time to time thereunder (**DPDP Act**), to use your personal data or information for providing Services to you and confirm that you have no objection with us processing all your personal data. You further confirm that you will provide all additional consents, approvals, acknowledgements as may be required under the DPDP Act and/or under any other applicable laws.

(b) All references to “personal data” shall mean and refer to “personal data” as defined in the DPDP Act.

5.2. Privacy policy. In addition to Clause 12 of Part A of the GBTC and the above, you confirm that you have read and understood our privacy policy which is available at <https://www.dbs.com.sg/corporate/solutions/business-beyond-borders>.

6. Termination and suspension

For the purposes of Clause 13.3 of Part A of the GBTC, unless we otherwise require, you may terminate any Service you use by giving us at least 30 days’ prior written notice.

7. Counterparts

In addition to clause 18.17 of Part A of the GBTC (which shall be applicable), if there are several copies of the Agreement executed by the parties, then each such counterpart document shall be considered as an original.

8. Sole Proprietorship and One Person Companies

8.1 Disclosure of information. For the purposes of Clause 14.5 of Part A of the GBTC, upon your death or mental incapacity, we may disclose any information in relation to you and the Services you use to:

- (a) your legal representative and their legal advisers;
- (b) your attorney under a durable power of attorney; or
- (c) any administrator / receiver / deputy appointed under a court order.

8.2 In the event of your death, any monies held by us on your behalf will be distributed in accordance with your testament, if any, or as per a succession certificate issued by a competent court.

8.3 Unless stated otherwise by you, any nominee named for your account under the GBTC will be considered as the nominee for all transactions undertaken by you in relation to any of the Services provided by us.

8.4 Nominations pertaining to deposits. The nominees for deposits placed by you will be as per the nomination details mentioned in the underlying account held with us from where the funds for the deposit placement are sourced. In case of any change in the nomination in your account or any deposit placed through the account, you may submit a nomination form to us.

9. Trusts

In addition to Clause 16 of Part A of the GBTC:

9.1 We shall have all rights available under the applicable Laws in the state where you are registered.

9.2 You confirm that there is no provision in the trust instrument / trust deed which:

- (a) restrict you from availing of our Services; and
- (b) adversely impacts our rights under the Agreement.

10. Society, co-operative society or unincorporated association

In addition to Clause 17 of Part A of the GBTC:

- 10.1 We shall have all rights available under the applicable Laws in the state where you are registered.
- 10.2 You confirm that there is no provision in your by-laws which:
- (a) restrict you from availing our Services; and
 - (b) adversely impact our rights under the Agreement.
- 10.3 For the purposes of Clause 17.2 of Part A of the GBTC, any “change” to the society, co-operative society or unincorporated association includes:
- (a) a name change; and
 - (b) dissolution / cancellation / winding up of the society, co-operative society, or unincorporated association.
- 10.4 Further, in case of dissolution / cancellation / winding up of the society, co-operative society, or unincorporated association:
- (a) any monies standing to the credit of your Account shall be distributed in accordance with the latest records of the members and their proportionate interest available with us; or
 - (b) if we do not have the requisite Account details of such members, we shall endeavour to intimate them in accordance with applicable Law and shall hold such monies in a fiduciary capacity until they are distributed.

11. Current accounts

For the purposes of the Agreement, in addition to the terms and conditions set out in Part C of the GBTC, the following shall also apply:

- 11.1. Information needed.
- (a) You must provide details of any other current account maintained with any other bank, credit facilities you have with any other bank, or which have been sanctioned to you. You will also provide any other information and / or documents that we require for opening and maintaining the current account.
 - (b) If you fail to provide the information above, then we can refuse to open a current account and, if opened, close the Account.
- 11.2. Copy of statements of account. We will give you a copy of a statement of account if you ask but you may have to pay a fee.
- 11.3. Overdrafts. If we allow you to have a temporary overdraft on the Account, this is a one-time facility only and not a continuous arrangement, unless we agree otherwise in writing. For overdrawn current Accounts, we will charge interest on the daily outstanding balance. You agree that the rate of interest we may set is reasonable and represents a genuine estimate of the loss we are expected to suffer if the Account goes overdrawn or you fail to pay money into it.
- 11.4. Interest on current account. We may choose to pay interest on current Account balances at our own discretion. If we choose to pay interest, the rate of the interest will be published on our website as updated from time to time.

12. Forms of Term Deposits

For the purposes of the Agreement, in addition to the terms and conditions set out in Part C of the GBTC, the following shall also apply:

- 12.1. Minimum term. There is no minimum term for deposits unless otherwise specified by any guidelines/directions issued by IFSCA from time to time. The effective date of a Term Deposit will be the date on which the amount of deposit and non-discrepant deposit placement request form is actually received by us during the business hours of the Branch on a Business Day.
- 12.2. Interest. The rate of interest on a Term Deposit depends on the interest rate offered by us from time to time basis the guidelines/ terms that we issue. We may offer differential rates over a certain value pursuant to the guidelines or regulations issued by IFSCA. We may vary the terms and conditions in line with the guidelines set by IFSCA with

respect to interest by giving you notice (if reasonably possible) prior to changing such terms and conditions. Any such change carried out by us shall be binding on you.

- 12.3. Tax. We will deduct Tax if, in our opinion, the total interest earned on all your domestic Term Deposits with us during a financial year is more than the limit allowed. Any such tax deduction shall be in line with the Income-tax Act, 1961. Once we have deducted Tax, we will deposit the same with the concerned tax authorities, and you will be required to make necessary filings for such refund.
- 12.4. Proceeds from the Term Deposits. Upon maturity of Term Deposits, subject to your instructions, we will either rollover the Term Deposits or credit the maturity proceeds from the Term Deposits to the beneficiary account details mentioned in your instruction. If the deposit maturity proceeds credited to your account is returned for whatever reason and remains unpaid, the amount left unclaimed with us shall not attract any interest.
- 12.5. Term Deposit advice. We will issue confirmation of your Term Deposit with us (deposit advice). This allows us to record deposits placed with us. A deposit advice is not a receipt for the deposit.
- 12.6. Early Withdrawals
- (a) For Callable Deposits, early withdrawal shall be permitted. We will pay you interest only till such time till the deposits are held with us. Early withdrawal shall be subject to early withdrawal charges as stated by us in our placement request form and/or schedule of charges which are hosted on our website <https://www.dbs.com/in/>. Early withdrawals of Term Deposit requests received before 01:00 pm on a Business Day will be processed on the same working day. Early withdrawal of term deposit requests received post 01:00 pm on a Business Day will be processed on the following Business Day.
 - (b) For Term Deposits that are non-callable, early withdrawal shall not be permitted.
 - (c) For Notice Deposits, a prior notice of at least one Business Day or such other notice/timelines as specified by us (whichever is higher) shall be provided prior to withdrawal.

13. General terms and conditions

For the purposes of the Agreement, in addition to the terms and conditions set out in the GBTC, the following shall also apply:

- 13.1. Compliance with IFSCA guidelines. Your instructions and actions in relation to any transaction involving foreign exchange will always comply with IFSCA regulatory guidelines. Further any transaction involving an Indian resident entity will always comply with FEMA guidelines.
- 13.2. Remittance of funds. Any payment using telegraphic transfer or any other method can only be carried out by deducting the amount from your account and not against cash payment.

14. Interpretation and definitions

Capitalised terms used in this Jurisdiction Schedule have the meanings given to them in Part E. The following definitions also apply to this Jurisdiction Schedule, unless the context otherwise requires:

- a) **Business Day** means any day on which banks are open for general banking business (other than a Saturday or Sunday or a IFSC Branch Holiday).
- b) **IFSCA** means International Financial Services Centres Authority established under International Financial Services Centres Authority Act, 2019 (IFSCA Act).
- c) **FEMA** means the Foreign Exchange Management Act 1999 (as amended from time to time) and shall include all rules, regulations, notifications, circulars and guidelines issued thereunder.
- d) **IFSC Branch Holiday** means a public holiday for IFSC banking unit as defined by IFSCA from time to time.
- e) **Current Account** means a form of non-interest-bearing demand deposit wherefrom withdrawals are allowed any number of times depending upon the balance in the account or up to a particular agreed amount and shall also be deemed to include other deposit accounts which are neither Savings Deposit nor Term Deposit.

- f) **Demand deposit** means a deposit received by us, which is withdrawable on demand.
- g) **Term Deposit** means an interest-bearing deposit received by us for a fixed period
- h) **Callable Deposits** means deposits which can be pre-maturely liquidated upon receipt of deposit pre-mature liquidation request received by us.
- i) **Notice Deposit** means Term Deposit for specific period which can be withdrawn upon giving at least one Business Day's prior notice or such other notice/timelines as specified by us (whichever is higher).