



Wholesale Foreign Exchange Sales and Trading Practices

DBS Bank Ltd. (acting through its various branches and affiliates, “DBS”) would like to highlight certain matters relating to DBS’s role in the wholesale foreign exchange (“FX”) markets.

This disclosure does not override the laws and regulations applicable to DBS, its customers or any transactions entered into between them.

Role of DBS in relation to its Customers

When DBS acts in a principal capacity in respect of FX transactions, it acts as an arm’s-length party in relation to its customers. It does not act as agent, fiduciary, financial advisor or in any similar capacity on behalf of a customer and thus does not undertake any of the duties that an entity acting in that capacity ordinarily would perform, unless otherwise explicitly agreed between DBS and the customer, and then only where DBS acts with discretion in execution. DBS’s FX sales and trading personnel and FX electronic solutions do not serve as brokers or agents to a customer and accordingly any statements made by, or communicated through, them should not be construed as recommendations or advice. Each customer should independently evaluate the appropriateness of any FX transaction, based on the customer’s own facts and circumstances and its assessment of the merits of the FX transaction.

Order Handling Terms

A customer may submit its trade request in the form of an order or an instruction. DBS is not under any obligation to accept and act upon any customer trade request in any form (including voice and electronic), subject to any applicable terms and conditions. Except as may be required by such terms and conditions or applicable law, DBS may return an accepted trade request to the customer at any time, and acceptance of a trade request does not oblige DBS to enter into any FX transaction with a customer, in whole or in part.

When DBS accepts a customer’s “order” (as such term is used herein) which involves DBS “working” that order, DBS is indicating a willingness to attempt, and not a commitment, to enter into the trade at or near the price requested by the customer. DBS’s receipt of an order or any indication by DBS that DBS is working an order does not create a contract between the customer and DBS that commits DBS to execute any or all of the order in any particular way.

Unless otherwise specifically agreed, DBS will exercise its reasonable discretion in accordance with its internal policies when deciding which orders it would be willing to accept and execute, when it would be willing to accept and execute them, and how it would execute them, including whether to execute all or part of the order unless otherwise expressly agreed to different terms of execution. As it relates to timing, DBS may look for market opportunities that satisfy both (i) a price where it can execute a customer’s order at the customer’s price and (ii) earn a reasonable return for that activity, including while managing and prioritising other interests, positions and executions for DBS and other customers.

Electronic Trading

When a customer transmits a trade request to DBS on any electronic platform, DBS shall follow the procedures applicable to the execution method and platform selected by the customer. In order to mitigate technological anomalies and latencies, a trade request submitted by the customer on an electronic platform may be subject to a delay (sometimes referred to as the “last look” window) before it is accepted by DBS. The deal acceptance process involves credit and malformed order checks as well as latency arbitrage protection. The latency arbitrage protection is not time-based and is introduced to prevent the acceptance of trade requests that may appear “on market” when



initiated but are later found to have been “stale” or “off market” by the time the primary venues (mainly located in London, Frankfurt, Tokyo and New York) have updated their prices and these prices are received by the DBS server. The price provided by DBS, the extent of the delay and the potential withdrawal of previously displayed prices may depend upon factors applicable to the customer (including, but not limited to, the customer’s location) and its trading preferences. The factors for one customer may differ from those applicable to other customers and may lead to differences in pricing and acceptance rates among customers. DBS does not pre-hedge trades during the period of delay (or last look window). As the period of delay is affected by the many factors explained above, including the customer location and location of the primary venue, it is not possible to specify for a particular transaction what a typical delay will be. However, the period of delay is generally in a range of between 300 milliseconds and 1100 milliseconds.

DBS may also differentiate pricing by platform or trading venue, which may result in the customer receiving different prices on different platforms or venues. Factors that may contribute to this differentiation by platform or venue include but are not limited to the conventions of the platform or venue, which may include minimum price increment, on-the-wire time, parameters for accepting or rejecting orders or trade requests, available order or trade types, underlying technology or latency, fees and other economic considerations, such as historic experience with the platform or venue.

Conflicts of Interest

DBS is committed to upholding a high level of integrity and adhering to best practices and requirements published by relevant international groups and regulatory bodies in its dealings with customers. If DBS acts in circumstances where it has a conflict of interest, DBS will manage its activities through the relevant policies, procedures and other controls it has in place to mitigate these conflicts, consistent with its status as a market maker and a regulated entity. DBS, in its discretion, may also decline to act in such circumstances.

Information Provided by DBS

Any information or report regarding the market situation or outlook or any communication relating to any FX reference prices provided by DBS is delivered for the purpose of information provision only and should not be construed as solicitation for any particular transaction. DBS shall provide information and prepare reports based on the information that it considers to be credible, but will not guarantee accuracy or certainty. The customer is expected to make a final decision on any transaction independently.

DBS Trading

DBS is a global dealer in FX for a wide range of FX products including spot transactions, forward transactions and derivatives. DBS may continue to establish, maintain, modify and terminate positions for its own account in the same FX products in which its customers trade to ensure that it has sufficient capacity to meet anticipated customer demand or respond to market movements. As a market maker, DBS may receive requests for quotations and multiple orders for the same or related FX product or currencies. DBS acts as principal and may seek to satisfy the requests of all its customers and its independent risk management objectives, but it retains discretion with respect to how to satisfy its customers, including with respect to order execution, aggregation, priority and pricing. DBS will exercise this discretion in accordance with policies established consistent with its status as a market maker and a regulated entity. DBS is not required to disclose to a customer when the customer attempts to transmit a trade request that DBS is handling other customers’ trade requests or that DBS has its own orders ahead of, or at the same time as, or on an aggregated basis with, the customer’s order.



As a principal, DBS attempts to execute an order when it can expect to make an appropriate return on the transaction, taking into account market conditions at the time, DBS's position, including its inventory strategy and overall risk management strategies, its costs, its risks and other business factors and objectives it elects to consider. If and when a customer's order becomes executable, it does not mean that DBS holds, acquired, or will be able to acquire, sufficient inventory to complete the FX transaction at the order price level (after taking into account any spread or similar adjustment reflecting DBS's return on the FX transaction) or that there exists a tradable market at that level.

Any firm or indicative price or spread that a customer may receive is an "all-in" price or spread that incorporates sales and trading mark-ups over the price or spread at which DBS traded or may have been able to trade with other customers. Whenever DBS offers a bid/offer spread, that spread may be greater on the bid or offer side in DBS's discretion, depending on a variety of considerations, including (but not limited to) whether DBS anticipates that the particular customer will, based on its trading history, be more likely to buy or sell. DBS's all-in prices and spreads are tailored to individual customers and are based on a broad range of standard commercial factors, including (but not limited to) market conditions, size and nature of the transaction, DBS's own costs and transactions, credit, settlement and operational risks, balance sheet, capital and funding costs, overall services provided by DBS and DBS's relationship with the customer. DBS may provide different price quotations by trading platform, venue or communication method, and may change any of its pricing strategies at any time without notice. DBS is not obligated to disclose the components of its all-in price or the amount of revenue that it is expected to earn on any particular FX transaction.

As a market maker that manages a portfolio of positions which arise from trades with multiple customers with competing interests, as well as DBS's own interests, DBS acts as principal. In all of DBS's communications and FX transactions with a customer, including in the handling of requests for firm or indicative quotes, trade requests, placement and execution of orders and all other expressions of interests that may lead to the execution of FX transactions, there exists the potential that DBS's interest may conflict with, diverge from or adversely impact such customer's interests. DBS's market making and risk management activities may impact the prices DBS offers a customer on a transaction and the availability of liquidity at levels necessary to execute customer orders. They may also trigger or prevent triggering of stop loss orders, take profit orders, barriers, knock-outs, knock-ins and similar conditions. In conducting these activities, DBS endeavours to employ reasonably designed means to avoid undue market impact.

DBS is a market maker across currencies and products, with employees trading across locations globally on a continuous basis whenever markets are open for trading. As a result, DBS's operations globally may result in a trader other than the trader handling a customer's order executing a transaction for the benefit of DBS or another customer at a price that could satisfy such customer's order, which could leave that customer's order unfilled or only partially filled.

Customers will not, as a matter of routine, be provided with further notification of DBS's intention to pre-hedge on a request by request basis. Any customer that does not wish for DBS to pre-hedge their order must notify their DBS salesperson in writing. Any transaction entered into by DBS with a view to facilitating a customer's potential FX transaction or request will be entered into by DBS as principal, not as agent for the customer, could be at different prices from the price at which DBS executes such customer's FX transaction, may affect the market price or liquidity for such customer's FX transaction and may result in profit, or loss, to DBS. It should be expected that DBS's sales, trading and other personnel will consult with one another, including with respect to a customer's interests, trading behavior and expectations, mark-up, mark-down, spread, and any other related factors, as part of its market making activities.



Information Handling

A customer should understand that DBS makes use of information provided to it as principal in order to effectuate and risk manage transactions. Specifically, unless otherwise agreed, DBS may use the economic terms of a transaction (but not the customer identity) in order to source liquidity in anticipation of customer needs, execute hedging or risk-mitigating transactions, and/or manage the associated trading risk DBS assumes as a market maker. In addition, as a regulated entity, DBS also shares customer information with, or as requested by, its regulators.

With regard to executed transactions, DBS analyses this information on an individual and aggregate basis for a variety of purposes, including (but not limited to) counterparty risk management, sales coverage, quotation levels and transaction pricing and execution, and customer relationship management.

DBS may also analyse, comment on, and disclose appropriately non-specific information regarding orders and executed transactions (e.g. information that has been anonymized and aggregated), and other relevant market information, internally and to certain customers, in order to provide its views on the general state of and trends in the market and/or to provide market colour. Customers should understand that information regarding their flows may form a constituent part of the market colour DBS provides to its customers.

Please contact your DBS salesperson if you need further information in relation to this disclosure.