



Private Bank

Date:

Dear Client

OPT IN PROCESS FOR ACCREDITED INVESTORS – NEW CLIENTS JOINT ACCOUNT HOLDERS

We are writing to you in connection with joint account(s) opened/to be opened with us (the “**Joint Account(s)**”), transaction(s) booked/to be booked in the Joint Account(s) with or through us, and the relevant services and products offered/will be offered by or through us to you* under the Joint Account(s).

As you may be aware, on and from 8 January 2019, the regime for “accredited investors” as defined under the Securities and Futures Act, Chapter 289 of Singapore (the “**SFA**”) involves an opt-in/opt-out process.

Dealings through the Joint Account(s)

On the basis of the information or supporting documents provided to us or the financial assets that will be transferred to us when the account is opened, you have been assessed / preliminarily assessed by us to be a person mentioned in regulation 2(2)(d) of the Securities and Futures (Classes of Investors) Regulations 2018 for the purposes of section 4A(1)(a)(iv) of the SFA (please see **Schedule 1** for more information), being a person who holds a Joint Account with an accredited investor, in respect of dealings through the Joint Account(s) only. Hence, you are eligible to opt into the “accredited investor” status for dealings through the Joint Account(s) only.

You are required to **opt into** the “accredited investor” status for the purposes of all of the consent provisions set out in **Schedule 2** (the “**consent provisions**”) in order for us to treat you, for dealings through the Joint Account(s), as an accredited investor for the purposes of all of the consent provisions on and from 8 January 2019.

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 complete the accompanying **Opt-In Confirmation – New Clients Joint Account Holder** and return the signed copy to your Private Banker.

If you choose to opt into the “accredited investor” status, you consent to us disclosing this to the other holders of the Joint Account(s).

Please note that if you do not consent to being treated by us as an accredited investor for the purposes of all of the consent provisions, we may not be able to offer or provide any services and products to you and/or execute any transactions for you through the Joint Account(s).

Even 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, upon which we must not (after 30 business days from the date of us receiving your withdrawal of consent) treat you as an accredited investor for the purposes of all of the consent provisions.

What it means to be treated as an “accredited investor”

To assist you in deciding whether to be treated as an accredited investor (i.e. opt-in or opt-out), **Schedule 2** is a summary of the effect under the consent provisions of you being treated by us as an accredited investor for your consideration. Further details can be found at https://www.privatebank.citibank.com/ivc/docs/Schedule2_Accredited_Investor_Effect_Explanation.docx.

Other Joint Account Holders Not Opting In

Each other holder of the Joint Account(s) (the “**Other Holder(s)**”) is also required to provide consent to being treated by us as an accredited investor for the purposes of all of the consent provisions in order for us to treat the relevant Joint Account(s) (and consequently, you) as an accredited investor for the purposes of all of the consent provisions for dealings through that Joint Account.

If any one of the Other Holder(s) of a Joint Account(s) does not opt-in, the Joint Account(s) would be affected and ***we may not be able to offer or provide any services and products to you via that Joint Account(s).***

Should you wish to discuss any of the above, please do not hesitate to contact your Private Banker.

Yours sincerely
For and on behalf of
Citibank, N.A.



Daryl Kwok
Managing Director
Chief Operating Officer
Citi Private Bank Asia Pacific



Cyrus So
Director
Hong Kong Investment Center Head
Citi Private Bank

**** This letter relates only to your account(s) opened/to be opened with us, transaction(s) booked/to be booked with or through us, and services and products that may be offered by or through us to you where you act as principal solely for your own account through the Joint Account, and does not include the other account(s) and transaction(s) that may be opened or entered into by you in a different capacity, such as account(s) opened by you as trustee, or the services and products that may be offered by or through us to you where you act in a different capacity.***

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 Monetary Authority of Singapore (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.

Note: If you would like to obtain a Chinese version of this document, please contact your Private Banker. The English version of this document shall prevail whenever there is a discrepancy between the English and Chinese versions.

注意：如您需要此文件的中文版本，敬請聯系您的私人銀行經理。中文譯本僅供參考，兩種文本如有不符，應以英文文本為準。

SCHEDULE 1 – PERSON MENTIONED REGULATION 2(2)(D) OF THE SECURITIES AND FUTURES (CLASSES OF INVESTORS) REGULATIONS 2018 FOR PURPOSES OF SECTION 4A(1)(A)(IV) OF THE SECURITIES AND FUTURES ACT, CHAPTER 289 OF SINGAPORE (THE “SFA”)

For the purposes of Section 4A(1)(a)(iv) of the SFA, Regulation 2(2)(d) provides that a person who holds a joint account with an accredited investor, in respect of dealings through that joint account is prescribed as an “accredited investor”.

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 us as an accredited investor. Where we deal with you as an accredited investor, we would be exempt from complying with certain requirements under the Financial Advisers Act, Chapter 110 of Singapore (the “FAA”) and certain regulations, notices and guidelines issued thereunder, as well as certain requirements under the Securities and Futures Act, Chapter 289 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 https://www.privatebank.citibank.com/ivc/docs/Schedule2_Accredited_Investor_Effect_Explanation.docx.

Please note that the regulatory requirements that we are 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. Whilst we have set out the consent provisions under the Securities and Futures (Licensing and Conduct of Business) Regulations, some of these provisions may not be in force yet and may only come into force vis-à-vis us at a later date.

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 Section 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 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 us in relation to the treatment of customers’ assets. We are 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
Disclosure requirement¹	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> No such requirement
Prohibition on transferring title of assets received from customer to bank or any other person²	<ul style="list-style-type: none"> Prohibited unless transferred in connection with borrowing or lending of specified products in accordance with Regulation 45 of the SFR 	<ul style="list-style-type: none"> No such requirement
Withdrawals from custody account to transfer the asset to any other person or account in accordance with the written direction of the customer³	<ul style="list-style-type: none"> 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 	<ul style="list-style-type: none"> No such prohibition

¹ Regulation 27A

² Regulation 34A

³ Regulation 35(2)

Customer Assets⁴	<ul style="list-style-type: none"> • 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 • Deposit into account directed by retail customer to which retail customer has legal and beneficial title and maintained with, <i>inter alia</i>, licensed banks, merchant banks or finance companies or banks established and regulated as banks outside Singapore 	<ul style="list-style-type: none"> • 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 • Deposit into account directed by accredited investor
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 bank⁵	<ul style="list-style-type: none"> • Prior to doing so, bank must inform the retail customer of this right, explain the risks and obtain written consent of the retail customer 	<ul style="list-style-type: none"> • 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.** We are 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”), (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.** If we appoint a provisional representative or temporary representative in respect of any SFA regulated activity, we would undertake certain responsibilities in relation to the representative's interactions with any client or member of the public. We are not under any statutory obligation to restrict the interactions with you that may be undertaken by such representatives.
8. **Regulation 33 of the SFR.** We are not under any statutory obligation under Regulation 33(2)(a) of the SFR to explain the risks involved to you prior to us lending or arranging for a custodian to lend your specified products.

⁴ Regulation 26(1)(a)

⁵ Regulation 34(2)

9. **Regulation 40 of the SFR.** Provided: (a) we have 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, we are not under any statutory obligation under Regulation 40(1) of the SFR to furnish a monthly or quarterly statement of account to you.
10. **Regulation 45 of the SFR.** We are not under any statutory obligation to provide collateral to you under Regulation 45 of the SFR when we borrow specified products from you. Where we provide 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.** We are not required to provide certain general risk disclosures or disclose to you the capacity in which we act when opening a trading account for entering into transactions of any products that are not futures contracts, spot FX contracts and FX OTC derivatives.

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

12. **Section 23F(1)(c) of the FAA read with Regulations 4A(4)(c), (d) and (e) of the Financial Advisers Regulations (“FAR”).** If we appoint an individual as a provisional representative in respect of any financial advisory service, we undertake certain responsibilities in relation to the provisional representative’s interactions with any client or member of the public. We are not under any statutory obligation to restrict the interactions with you that may be undertaken by our provisional representatives in the course of providing any financial advisory service.
13. **Regulation 28 of the FAR.** Regulation 28 of the FAR exempts certain exempt financial advisers from having to comply with requirements set out in sections 26 to 29 and 36 of the FAA in respect of advising and issuing or distribution research on bonds to an expert investor or accredited investor.

When we provide advice or analyses on bonds, we will not be required to comply with the requirements set out in sections 26 to 29 and 36 of the FAA. Briefly, these provide for: (a) under Section 26, the obligation not to make any false or misleading statement or to employ any device, scheme or artifice to defraud; (b) under Section 27, the obligation to have a reasonable basis for any recommendation on an investment product that is made to a client (see below); (c) under Section 28, requirements relating to dealing with client’s money or property; (d) under Section 29, the obligation to furnish information to the MAS if required by the MAS for the discharge of its functions under the FAA; and (e) under Section 36, certain disclosure of interest requirements (see below).

14. **Regulation 32C of the FAR.** Regulation 32C of the FAR exempts a foreign research house from having to hold a financial adviser’s licence for research analysis or reports issued or distributed under an arrangement between the foreign research house and a financial adviser in Singapore, subject to certain conditions. We are not subject to the condition that such research analysis or reports must contain a statement that we accept legal responsibility for the contents of the analysis or report, and must not include a disclaimer limiting or otherwise curtailing such legal responsibility.

- 15. Section 25 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 25 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 25 of the FAA. This is supplemented by the MAS Practice Note on the Disclosure of Remuneration by Financial Advisers, which provides guidance on the requirements imposed on a financial adviser in relation to disclosing certain remuneration.

We are 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.

- 16. Section 27 of the FAA and MAS Notice on Recommendations on Investment Products [Notice No. FAA-N16].** Section 27 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.

We are not under any statutory obligation to ensure that we have regard to the information possessed by us 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. We are also not statutorily required to conduct a Customer Knowledge Assessment to determine your investment experience and knowledge (which we would otherwise have been required to conduct if you are a natural person), nor are we required to comply with certain procedures. Further, you will not be able to rely on section 27 of the FAA in any claim against us for losses that may be suffered in respect of any investment that we may have recommended to you.

- 17. Section 36 of the FAA.** We are 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 we may send to you.
- 18. Sections 38 and 39 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”).**

We are 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 our 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 our representatives. We would otherwise have been required to put in place the above requirements if you are a natural person.

- 19. Regulation 18B of the FAR.** We are not under any statutory obligation to carry out a due diligence exercise to ascertain whether any new product we wish to sell or market is suitable for targeted clients.

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To:

Citi Private Bank

Citibank, N.A. Singapore / Hong Kong ("CNA APAC") and/or another branch, subsidiary, representative office, affiliate or agent of Citibank, N.A. ("Affiliates"), to the extent the relevant account with the Affiliate is serviced by representatives of CNA APAC.

OPT-IN CONFIRMATION – NEW CLIENTS JOINT ACCOUNT HOLDER

I refer to your letter (the "**Letter**") relating to the opt-in process for "accredited investors", as defined under the Securities and Futures Act, Chapter 289 of Singapore (the "**SFA**").

I understand that I have been assessed / preliminarily assessed by you, on the basis of the information or supporting documents that have been provided to you or the financial assets that will be transferred to you when my account is opened, to be a person mentioned in regulation 2(2)(d) of the Securities and Futures (Classes of Investors) Regulations 2018 for purposes of section 4A(1)(a)(iv) of the SFA (as set out in **Schedule 1** to the Letter), and am hence eligible to opt into the "accredited investor" status for dealings through the Joint Account(s).

I confirm that I know and understand the consequences of consenting to being treated by you as an accredited investor for the purposes of all of the consent provisions, as described in **Schedule 2** to the Letter.

I hereby consent to being treated by you as an accredited investor for the purposes of all of the consent provisions.

I further understand that my consent as set out above would apply to the Joint Account(s), my transaction(s) booked with or through the Joint Account(s), and the relevant services and products offered by or through you to me as joint accountholder of the Joint Account(s).

I understand that I may at any time withdraw my consent to be treated as an accredited investor for the purposes of dealings through the Joint Account(s) and all of the consent provisions, upon which you must not (after 30 business days from the date you receive my withdrawal) treat me as an accredited investor for the purpose of all of the consent provisions. I can withdraw my consent by notifying my Private Banker in writing. I understand that you will notify me once my withdrawal has been processed by you and my investor status has been updated in your records, upon which you will not treat me as an accredited investor for the purposes of any of the consent provisions for dealings through the Joint Account(s). I acknowledge and agree that until such time, I would still be treated as an accredited investor by you for the purposes of all of the consent provisions for dealings through the Joint Account(s).

Consent to Disclosure

I consent to you disclosing to all other joint accountholders of the Joint Account(s) that I have consented to be treated as an accredited investor, as specified above.

If I subsequently withdraw my consent to be treated as an accredited investor at any time, I consent to you disclosing to all other joint accountholders of the Joint Account(s) that I have withdrawn my consent to be treated as an accredited investor.

Signature: _____

Name of Account Holder: _____

Date: _____

Note to Client: To be signed by each joint account holder who is non-Accredited Investor and holds a joint account with at least one account holder assessed as Accredited Investor. Original / non-original wet inked signature or DocuSign is acceptable.