



SINGAPORE COUNTRY CONDITIONS

Version 1.0 February 2024

1. Application

These Country Conditions amend and/or supplement the Standard Uncommitted Lending Terms (**Uncommitted Terms**) or Standard Committed Lending Terms (**Committed Terms**) (as applicable) (**Terms**) and any Facility Letter that incorporates the Terms and these Country Conditions by reference. Any terms defined in, or construed for the purposes of, the Terms have the same meanings when used in these Country Conditions (unless otherwise defined herein).

2. Amendments/Supplements to the Uncommitted Terms

2.1. **Provision: Clause 11 (Confidentiality)**

Clause 11 (Confidentiality) shall be supplemented by the following additional provision:

Nothing in this Clause is to be construed as constituting an agreement between any Borrower, the Borrowers' Agent, any Guarantor and/or any Security Provider and the Bank for a higher degree of confidentiality than that prescribed in Section 47 of, and in the Third Schedule to, the Banking Act (Chapter 19 of Singapore).

2.2. **Provision: Definitions**

The definition of Business Day shall be supplemented to exclude Saturdays, Sundays and public holidays in Singapore.

The definition of Sanctions shall be supplemented to include sanctions administered or enforced by the Monetary Authority of Singapore.

2.3. **Provision: New Clause (Third Party Rights)**

Notwithstanding the provisions of the Contracts (Rights of Third Parties) Act 2001, no term of the Facility Letter or any Transactional Security Document is enforceable by a person who is not a party thereto.

2.4. **Provision: New Clause (Banking (Exposure Limit) Rules)**

The Banking (Exposure Limits) Rules (Cap. 155S) and regulations in respect thereof in Hong Kong have imposed on the Bank certain limitations on advances to persons related or connected to the HSBC Group. In accepting this Facility Letter, the Borrower should, to the best of its knowledge, advise the Bank whether it is in any way related or connected to the HSBC Group. In the absence of such advice, the Bank will assume that the Borrower is not so related or connected. The Bank would also ask, that if the Borrower becomes aware that it becomes so related or connected in future, it immediately advises the Bank in writing. The following paragraphs contain an explanation of when the Borrower may be considered related or connected to the HSBC Group for the purposes hereof.

The information set out here is for reference only. For further details, the Banking (Exposure Limits) Rules (Cap. 155S) may be accessed at <https://www.elegislation.gov.hk/hk/cap155S>.

The Borrower may be considered as related or connected to the HSBC Group if it is:

- (a) a director, employee, controller or minority shareholder controller, of a member of the HSBC Group;
- (b) a relative of a director, employee, controller or minority shareholder controller, of a member of the HSBC Group;
- (c) a firm, partnership or non-listed company in which a member of the HSBC Group or any of the following entities is interested as director, partner, manager or agent:
 - (i) a controller, minority shareholder controller or director of a member of the HSBC Group;

- (ii) a relative of a controller, minority shareholder controller or director of a member of the HSBC Group; or
- (d) a natural person, firm, partnership or non-listed company to whom a member of the HSBC Group has provided a financial facility if any of the following entities is a guarantor of the facility:
 - (i) a controller, minority shareholder controller or director of a member of the HSBC Group;
 - (ii) a relative of a controller, minority shareholder controller or director of a member of the HSBC Group.

Relevant definitions

A person has “**control**” if such person is:

- (i) an indirect controller, that is, in relation to a company, any person in accordance with whose directions or instructions the directors of the company or of another company of which it is a subsidiary are accustomed to act; or
- (ii) a majority shareholder controller, that is, in relation to a company, any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, more than 50% of the voting power at any general meeting of the company or of another company of which it is a subsidiary,

and “**controller**” means either an “**indirect controller**” or a “**majority shareholder controller**”.

“**employee**” includes permanent full time, permanent part-time, fixed-term full time, fixed-term part-time staff and international assignees.

“**minority shareholder controller**” in relation to a company, means any person who, either alone or with any associate or associates, is entitled to exercise, or control the exercise of, 10% or more, but not more than 50%, of the voting power at any general meeting of the company or of another company of which it is a subsidiary.

“**relative**” in relation to a natural person, means the following:

- (i) a parent, grandparent or great grandparent;
- (ii) a step-parent or adoptive parent;
- (iii) a brother or sister;
- (iv) the spouse;
- (v) if the person is a party to a union of concubinage - the other party of the union;
- (vi) a cohabitee;
- (vii) a parent, step-parent or adoptive parent of a spouse;
- (viii) a brother or sister of a spouse;
- (ix) a son, step-son, adopted son, daughter, step-daughter or adopted daughter; or
- (x) a grandson, granddaughter, great grandson or great granddaughter.