

Asian Currency Unit Terms And Conditions Of Operation
(last revised on 31 July 2008)

1. The operation of the Unit shall be subject to the laws of Singapore including the Banking Act (Chapter 19) and to the following terms and conditions, which may be varied from time to time.
 2. The Unit shall be part of your bank/merchant bank but it shall maintain its own separate accounting.
 3. The Unit's total assets/liabilities shall not exceed the limit fixed by The Monetary Authority of Singapore from time to time for your Unit. This limit includes all contingent items.
 4. The Unit is permitted to—
 - (a) accept time and demand deposits (including savings and checking accounts); and
 - (b) borrow in any currency, except Singapore Dollars.
- [Amended on 31 July 2008]
5. The Unit may issue fixed rate and floating rate US\$NCDs after consultation with the Authority.
 6. The Unit may place deposits or extend loans and advances in any currency except Singapore Dollars.
 7. The Unit may transact exchange business which does not involve Singapore Dollars directly.
 8. The Unit may establish, open, advise or negotiate Letters of Credit provided that the Letters of Credit are not expressed in Singapore Dollars.
 9. The Unit may issue or renew guarantees, indemnities or similar undertakings provided that such guarantees/indemnities are not expressed in Singapore Dollars.
 10. The Unit may discount bills and acceptances provided that the bills or acceptances are not expressed in Singapore Dollars.
 11. The Unit may act as manager, underwriter or as a member of a selling group for new issues of securities in any currency other than Singapore Dollars.
 12. The Unit may transact, deal, undertake brokerage business and invest in securities in any currency except Singapore Dollars.

13. The Unit may manage investment funds denominated in any currency except Singapore Dollars.
14. The Unit may provide advisory services relating to financial matters.
15. The Unit shall furnish a satisfactory undertaking to the Monetary Authority of Singapore either from its Head Office or other parties named by the Authority that it will maintain a sound liquidity position at all times and that the Head office or other parties named by the Authority will on demand provide adequate funds to make up for any liquidity or other shortfall.
16. The Unit shall only maintain or open accounts in the actual names of the account holders. No account shall be opened with the Unit that is identifiable by a number, code word, name other than the actual name of the account holder, or any other means. The Unit should ensure that this condition is strictly adhered to.
17. The Unit will be supervised by the Monetary Authority of Singapore and shall furnish statements of its assets and liabilities, or any other returns, which the Authority may from time to time required.
18. If the Unit contravenes or fails to comply with any of the above conditions, the approval to operate the Unit may be revoked by the Authority.