



EXECUTIVE SUMMARY OF THE DETAILED SCHEDULE

When the Bank deals with you as an Accredited Investor (“AI”), we are exempt from complying with certain regulatory requirements of the FAA, the SFA and related regulations. This is an executive summary of the regulatory requirements that AI clients **DO NOT** have the protection of.

We do comply with some of these requirements on a voluntary basis. They are described below in *Part 2: Voluntary Measures Undertaken by the Bank*.

Please refer to the Glossary for an explanation of technical terms or acronyms used here.

Whenever any relevant laws or regulations change, we will publish the updates on our website at www.sc.com/privatebank/accreditedinvestor.

Part 1: Exempted Requirements

A. Sales and Advisory Process	
A1.	<p><i>Recommendation standards under FAA s.27 and FAA-N16.</i></p> <p>In dealing with you as an AI client, we are <u>not required</u> to:</p> <ul style="list-style-type: none">(i) consider information in our records concerning your investment objectives, financial situation and particular needs;(ii) conduct investigation on the investment product that is the subject matter of the recommendation;(iii) ensure that the recommendation is appropriate based on such consideration and investigation; or(iv) conduct a CKA or CAR to determine your investment experience and knowledge (for clients that are natural persons). <p>Further, you will <u>not</u> be able to rely on FAA s.27 in any claim against us for losses suffered in respect of any investment recommendation.</p>
A2.	<p><i>Obligation to disclose material product information to clients under FAA s.25 and FAA-N03.</i></p> <p>In dealing with you as an AI client, we are <u>not required</u> to provide you with all material information on a designated investment product in the prescribed form and manner.</p>
A3.	<p><i>Exemption for foreign research houses under FAR Reg.32C.</i></p> <p>We are <u>not required</u> to expressly accept legal responsibility for the contents of any research analysis or research report issued to you pursuant to an arrangement between us and a foreign research house. We can include a disclaimer limiting such legal responsibility.</p>
B. Product Processes and Documentation	
B1.	<p><i>Prospectus exemptions under SFA s.275 and s.305.</i></p> <p>You <u>may</u> be offered certain Specified Products as an AI client that are not available to non-AI clients. The issuer and/or offeror is exempted from the prospectus requirements under Part XIII of the SFA. Accordingly:</p> <ul style="list-style-type: none">(i) the issuer and/or offeror is <u>not required</u> to ensure that all offers of the Specified Products are accompanied by a prospectus that is registered with the MAS and which complies with the prescribed content requirements.(ii) the issuer and/or offeror is <u>not subject</u> to the statutory prospectus liability under the SFA.(iii) you will <u>not</u> be able to seek compensation from certain parties for any false or misleading statement, or omissions, in the prospectuses even if you suffer losses.

B2.	<p><i>Restrictions on advertisements under SFA s.251 and s.300.</i></p> <p>You <u>may</u> receive marketing materials on an offer or intended offer of Specified Products containing information which is found in a preliminary offer document that has been lodged with the MAS.</p>
B3.	<p><i>Non-AI client risk disclosures under SFR Reg.47E</i></p> <p>In dealing with you as an AI client, we are <u>not required</u> to provide you with the non-AI client risk disclosures in the manner specified in SFR Reg.47E.</p>
C	Bank Operations
C1.	<p><i>BSC Framework under FAA s.38 and s.39, BSC Notice and BSC Guidelines.</i></p> <p>The BSC Framework is <u>not applicable</u> to our sales staff who deal with AI clients. In respect of these staff, we are <u>not required</u> to:</p> <ul style="list-style-type: none"> (i) establish or maintain a remuneration framework compliant with the BSC Guidelines; (ii) review and assess the performance, and determine and pay the remuneration, of our representatives and supervisors in accordance with such a remuneration framework, or (iii) have an independent sales audit unit to audit the quality of the financial advisory services provided by our representatives.
D	Complaints Handling
D1.	<p><i>Complaints Handling and Resolution under the CHR Regulations.</i></p> <p>We are not required to handle and resolve your complaints according to the CHR Regulations. In particular, we need not:</p> <ul style="list-style-type: none"> (i) establish a unit for handling and resolving complaints, comprising of officers and employees who are not directly involved in providing any financial advisory service (“CHR Unit”); (ii) establish or maintain a process for handling and resolving complaints (“CHR Process”) in the prescribed manner, or ensure that your complaints are handled and resolved in accordance with such process; (iii) provide reasons for rejecting complaints; (iv) appoint senior management to be responsible for compliance with the CHR Regulations; (v) ensure that the prescribed information on our complaints handling and resolution process is available to and easily accessible by members of the public; (vi) keep a record of, track or manage your complaints; and (vii) prepare half-yearly reports on complaints to the MAS. <p>When we deal with you as an AI, we are not required to adhere to the CHR Regulations. However, we have in place a complaint handling process and independent complaint handling unit to ensure that complaints are handled independently, fairly and promptly. We have also voluntarily adopted (i), (iii) and (vi) and partially adopted (ii).</p>

Part 2: Voluntary Measures Undertaken by the Bank

We adhere to the following requirements regardless of a client’s status. This means that even as an AI client you receive the benefit of the following:

A.	Sales and Advisory Process
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A1.	<p><i>Licensed FA to disclose certain interests under FAA s.36.</i></p> <p>In dealing with you as an AI client, we are <u>not required</u> to include a statement in respect of our interest in Specified Products in any written recommendation that we send to you.</p> <p><u>Voluntary Measure:</u></p> <p>We provide a Market Abuse Regulation disclaimer in relevant written communication to all clients.</p>
A2.	<p><i>Exemption for giving advice or analysis on bonds under FAR Reg.28</i></p> <p>In dealing with you as an AI client, we are <u>not required</u> to comply with the requirements set out in FAA s.26 to s.29 and s.36 when we provide you with advice or analyses on bonds.</p> <p><u>Voluntary Measure:</u></p> <p>We voluntarily comply with FAA s.26, s.28, s.29 and s.36.</p> <p>Please note that you will not be able to rely on FAA s.27 as an AI client in any claim against us for losses suffered in respect of any investment recommendation (as explained in Part 1, A1 above).</p>
A3.	<p><i>No dealing as agent under SFR Reg.47BA.</i></p> <p>In dealing with you as an AI client, we <u>may</u> deal with you as an agent in relation to OTC derivatives and/or Spot FX transactions for purposes of Leveraged FX Trading.</p> <p><u>Voluntary Measure:</u></p> <p>We act as a principal when we deal with you in OTC derivatives and/or Spot FX transactions for the purposes of Leveraged FX Trading.</p>
B. Product Processes and Documentation	
B1.	<p><i>Product due diligence obligation under FAR Reg.18B.</i></p> <p>In dealing with you as an AI client, we are <u>not required</u> to carry out a product due diligence exercise to ascertain whether any new product we wish to sell or market is suitable for the targeted clients to whom we want to market or sell such products.</p> <p><u>Voluntary Measure:</u></p> <p>We do not make a distinction between non-AI and AI clients in respect of undertaking such product due diligence.</p>
B2.	<p><i>Disclosure requirements under SFR Reg.47DA</i></p> <p>In dealing with you as an AI client, we are <u>not required</u> to provide you with the risk disclosures, and the capacity in which we act, in the manner contemplated under SFR Reg.47DA.</p> <p><u>Voluntary Measure:</u></p> <p>We provide such general risk disclosures to all clients.</p>
B3.	<p><i>Provision of client statement of accounts under SFR Reg.40.</i></p> <p>In dealing with you as an AI client, we are <u>not required</u> to furnish you with a monthly or quarterly statement of accounts if:</p> <ul style="list-style-type: none"> (i) we have made available to you (on a real-time basis) the prescribed particulars in the form of electronic records stored on an electronic facility; and (ii) you have consented to those particulars being made available in such manner or you have requested in writing not to receive the statement of accounts.

SFR Reg.40 requires us to furnish non-AI clients with a monthly statement of accounts containing, inter alia, the following particulars:

- (i) sale and purchase transactions (including the transaction price details) for securities and units of collective investment schemes;
- (ii) a list of outstanding derivatives contracts and the Spot FX transactions for the purposes of Leveraged FX Trading that have not been liquidated, the prices at which such contracts were acquired, and the net unrealized profits or losses in such contracts that have been marked to the market;
- (iii) the status of the client's asset held in custody;
- (iv) the movement of the client's assets, the date of and reasons for such movement, and the amount of the asset involved;
- (v) the movement and balance of monies received on account of the client; and
- (vi) a detailed account of all financial charges and credits during the monthly statement period.

Voluntary Measure:

We have already voluntarily adhered to the above requirements in SFR Reg.40.

C Bank Operations

C1. Treatment of clients' assets under Part III of the SFR.

While we remain under a statutory obligation to deposit all assets received on your account into:

- (i) a custody account maintained in accordance with SFR Reg.27; or
 - (ii) any other account into which you direct the assets to be deposited,
- the enhanced safeguards pertaining to the treatment of clients' assets stipulated under Part III of the SFR will not apply to the assets that we receive on your account as an AI.

Voluntary Measure:

We do not make a distinction between client types for the treatment of your assets.

We have summarized the key requirements below:

	Non-AI client	AI clients
<i>Disclosure requirement</i>	We must make certain disclosures in writing before depositing assets in a custody account (e.g., whether the assets will be commingled with other clients' and the risks of commingling, the consequences if the custodian which maintains the account becomes insolvent etc.).	No such requirement
<i>Transferring title of client's assets</i>	We are prohibited from transferring the title of assets received from the clients to ourselves or any other person unless they are transferred in connection with the borrowing and/or lending of Specified Products in accordance with Reg.45.	No such prohibition
<i>Withdrawals from custody account</i>	Withdrawals are permitted from the custody account, inter alia, to transfer the asset to any other person or account in accordance with the client's written direction. Not permitted to transfer the non-AI client'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.	Withdrawals are permitted in accordance with the written direction of the AI client.
<i>Client's Assets</i>	Deposit into: <ul style="list-style-type: none"> • a custody account; or • an account directed by the non-AI client to which the client has the legal and beneficial title and maintained with, <i>inter alia</i>, licensed banks, merchant banks or finance companies. 	Deposit into: <ul style="list-style-type: none"> • a custody account; or • an account directed by the AI client
<i>Mortgage of client's assets</i>	We may mortgage or charge the client's assets for a sum not exceeding the amount owed by the client to us. However, prior to	No equivalent requirement to inform, explain risks

		doing so, we must inform the non-AI client of this right, explain the risks and obtain written consent from the non-AI client.	or obtain written consent of the AI client
	<i>Lending of client's assets</i>	We must explain to non-AI client the risks involved prior to us lending or arranging for a custodian to lend the non-AI client's assets which are Specified Products.	No equivalent requirement