

IMPORTANT NOTICE

THIS OFFERING IS AVAILABLE ONLY TO INVESTORS WHO ARE EITHER (1) QIBs (AS DEFINED BELOW) UNDER RULE 144A UNDER THE SECURITIES ACT (AS DEFINED BELOW) ("RULE 144A") OR (2) NON-U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")) PURCHASING THE SECURITIES OUTSIDE THE UNITED STATES (THE "U.S.") IN AN OFFSHORE TRANSACTION IN RELIANCE ON REGULATION S.

IMPORTANT: You must read the following before continuing. If you are not the intended recipient of this message, please do not distribute or copy the information contained in this electronic mail ("e-mail"), but instead, delete and destroy all copies of this e-mail, including all attachments. The following applies to the offering circular (the "**Offering Circular**") following this page, and you are therefore advised to read this carefully before reading, accessing or making any other use of the Offering Circular. In accessing the Offering Circular, you agree to be bound by the following terms and conditions, including any modifications to them from time to time, any time you receive any information from us as a result of such access.

NOTHING IN THIS ELECTRONIC TRANSMISSION CONSTITUTES AN OFFER OF SECURITIES FOR SALE IN ANY JURISDICTION WHERE IT IS UNLAWFUL TO DO SO. THE SECURITIES HAVE NOT BEEN, AND WILL NOT BE, REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT"), OR THE SECURITIES LAWS OF ANY STATE OF THE U.S. OR OTHER JURISDICTION AND THE SECURITIES MAY NOT BE OFFERED OR SOLD WITHIN THE U.S. OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S), EXCEPT PURSUANT TO AN EXEMPTION FROM, OR IN A TRANSACTION NOT SUBJECT TO, THE REGISTRATION REQUIREMENTS OF THE SECURITIES ACT AND APPLICABLE STATE OR LOCAL SECURITIES LAWS. THE FOLLOWING OFFERING CIRCULAR MAY NOT BE FORWARDED OR DISTRIBUTED TO ANY OTHER PERSON AND MAY NOT BE REPRODUCED IN ANY MANNER WHATSOEVER. ANY FORWARDING, DISTRIBUTION OR REPRODUCTION OF THIS OFFERING CIRCULAR IN WHOLE OR IN PART IS UNAUTHORISED. FAILURE TO COMPLY WITH THIS DIRECTIVE MAY RESULT IN A VIOLATION OF THE SECURITIES ACT OR THE APPLICABLE LAWS OF OTHER JURISDICTIONS. ANY INVESTMENT DECISION SHOULD BE MADE ON THE BASIS OF THE PRICING SUPPLEMENT AND CONDITIONS OF THE SECURITIES AND THE INFORMATION CONTAINED IN THE OFFERING CIRCULAR (AS AMENDED AND RESTATED) THAT WILL BE DISTRIBUTED TO YOU PRIOR TO THE PRICING DATE AND NOT ON THE BASIS OF THE ATTACHED DOCUMENTS. IF YOU HAVE GAINED ACCESS TO THIS TRANSMISSION CONTRARY TO ANY OF THE FOREGOING RESTRICTIONS, YOU ARE NOT AUTHORISED AND WILL NOT BE ABLE TO PURCHASE ANY OF THE SECURITIES DESCRIBED THEREIN.

Confirmation of your Representation: In order to be eligible to view the following Offering Circular or make an investment decision with respect to the securities, investors must be either (i) qualified institutional buyers ("**QIBs**") (within the meaning of Rule 144A) or (ii) non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S. By accepting the e-mail and accessing the following Offering Circular, you shall be deemed to have represented to us that (1) you and any customers you represent are either (a) QIBs or (b) non-U.S. persons eligible to purchase the securities outside the United States in an offshore transaction in reliance on Regulation S and that the e-mail address that you gave us and to which this e-mail has been delivered is not located in the United States and (2) that you consent to the delivery of such Offering Circular by electronic transmission.

You are reminded that the following Offering Circular has been delivered to you on the basis that you are a person into whose possession the following Offering Circular may be lawfully delivered in accordance with the laws of the jurisdiction in which you are located and you may not, nor are you authorised to, deliver or disclose the contents of the following Offering Circular to any other person.

The materials relating to the offering do not constitute, and may not be used in connection with, an offer or solicitation in any place where offers or solicitations are not permitted by law. If a jurisdiction requires that the offering be made by a licensed broker or dealer and any Dealer (as described in the Offering Circular) or any affiliate of a Dealer is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealer or such affiliate on behalf of the Issuer (as described in the Offering Circular) in such jurisdiction.

The following Offering Circular has been sent to you in an electronic form. You are reminded that documents transmitted via this medium may be altered or changed during the process of electronic transmission, and consequently none of the Issuer, the Sole Arranger (as described in the Offering Circular) nor any Dealer nor any person who controls any of them nor any director, officer, employee nor agent of any of them or affiliate of any such person accepts any liability or responsibility whatsoever in respect of any discrepancies between the Offering Circular distributed to you in electronic format and the hard-copy version available to you on request from the Sole Arranger or a Dealer.

You should not reply by e-mail to this notice, and you may not purchase any securities by doing so. Any reply e-mail communications, including those you generate by using the "Reply" function on your e-mail software, will be ignored or rejected. You are responsible for protecting this e-mail against viruses and other destructive items. Your use of this e-mail is at your own risk, and it is your responsibility to take precautions to ensure that it is free from viruses and other items of a destructive nature.

Offering Circular dated 9 March 2022



DBS Bank Ltd.

*(incorporated with limited liability under the laws of the Republic of Singapore)
(registered in Singapore under registration number 196800306E)*

USD 10,000,000,000 Global Covered Bond Programme unconditionally and irrevocably guaranteed as to payments of interest and principal by

Bayfront Covered Bonds Pte. Ltd.

*(incorporated with limited liability under the laws of the Republic of Singapore)
(registered in Singapore under registration number 201509506G)*

Under its Global Covered Bond Programme (the "**Programme**") described in this Offering Circular, DBS Bank Ltd. (a limited liability company incorporated in Singapore) through its registered office in Singapore or out of any of its branches outside Singapore (including, without limitation, its Hong Kong branch, London branch and Australia branch) ("**DBS Bank**" or the "**Issuer**"), in accordance with the Monetary Authority of Singapore (the "**MAS**") Notice 648 on the Issuance of Covered Bonds by Banks Incorporated in Singapore ("**MAS Notice 648**") and subject to compliance with all other relevant laws, regulations and directives, may from time to time issue covered bonds (the "**Covered Bonds**"). The aggregate nominal amount of Covered Bonds outstanding will not at any time exceed USD 10,000,000,000 (or the equivalent in other currencies and subject to increase as provided herein). Bayfront Covered Bonds Pte. Ltd. (the "**Covered Bond Guarantor**") has guaranteed payments of interest and principal under the Covered Bonds pursuant to a guarantee which is secured over the Portfolio (as defined below) and its other assets (the "**Covered Bond Guarantee**"). Recourse against the Covered Bond Guarantor under the Covered Bond Guarantee is limited to the Portfolio and any other assets of the Covered Bond Guarantor.

Application has been made to the Singapore Exchange Securities Trading Limited (the "**SGX-ST**") for permission to deal in, and for quotation of, any Covered Bonds to be issued which are agreed at the time of issue to be listed on the SGX-ST. The applicable pricing supplement in respect of any issue of Covered Bonds (a "**Pricing Supplement**") will specify whether or not such Covered Bonds will be listed on the SGX-ST or any other stock exchange. There is no guarantee that an application to the SGX-ST will be approved. Admission of the Covered Bonds to the Official List of the SGX-ST is not to be taken as an indication of the merits of the Issuer, the Programme or such Covered Bonds. The SGX-ST assumes no responsibility for the correctness of any statements made or opinions expressed herein. The Programme provides that the Covered Bonds may be listed on such other or further stock exchange(s) as may be agreed in relation to each series. The Issuer may also issue unlisted Covered Bonds.

The Covered Bonds are complex and high-risk financial instruments and are not a suitable or appropriate investment for all investors. Investing in the Covered Bonds involves risks. Investors should not purchase the Covered Bonds in the primary or secondary markets unless they are professional investors and understand the risks involved. The Covered Bonds are not suitable for retail investors. There are risks inherent in the holding of any Covered Bonds including, for example, risks in relation to the circumstances in which holders of the Covered Bonds (the "**Covered Bondholders**") may suffer loss as a result of holding any Covered Bonds. Prospective investors should have regard to the factors described under the section headed "Risk Factors" in this Offering Circular for a discussion of certain considerations to be taken into account in connection with an investment in the Covered Bonds.

THE COVERED BONDS AND THE COVERED BOND GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES (THE "U.S."), AND THE COVERED BONDS MAY INCLUDE BEARER COVERED BONDS THAT ARE SUBJECT TO U.S. TAX LAW REQUIREMENTS. SUBJECT TO CERTAIN EXCEPTIONS, THE COVERED BONDS MAY NOT BE OFFERED OR SOLD OR, IN THE CASE OF BEARER COVERED BONDS, DELIVERED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS (AS DEFINED IN REGULATION S UNDER THE SECURITIES ACT ("REGULATION S")). SEE "SUBSCRIPTION AND SALE" AND "TRANSFER RESTRICTIONS".

The issuing entity will be relying on an exclusion or exemption from the definition of "investment company" under the Investment Company Act of 1940, as amended (the "**Investment Company Act**") contained in Section 3(c)(5)(C) of the Investment Company Act, although there may be additional exclusions or exemptions available to the issuing entity. The issuing entity is being structured so as not to constitute a "covered fund" for purposes of the Volcker Rule under the Dodd-Frank Wall Street Reform and Consumer Protection Act (the "**Dodd-Frank Act**").

The Issuer may, under the Programme, issue Australian dollar denominated Covered Bonds (the "**Australian Covered Bonds**"), governed by the law in force in New South Wales, Australia and cleared through the clearing and settlement system operated by Austraclear Ltd (ABN 94 002 060 773). The Issuer shall issue a supplement to this Offering Circular in respect of any such Australian Covered Bonds.

Each Tranche (as defined in "**Summary of the Programme**") of Covered Bonds in bearer form ("**Bearer Covered Bonds**") will be represented on issue by a temporary global Covered Bond in bearer form (each a "**Temporary Global Covered Bond**") or a permanent global Covered Bond in bearer form (each a "**Permanent Global Covered Bond**") and, together with the Temporary Global Covered Bonds, the "**Global Covered Bonds**", as specified in the applicable Pricing Supplement. Interests in Temporary Global Covered Bonds generally will be exchangeable for interests in Permanent Global Covered Bonds, or, if so stated in the applicable Pricing Supplement, definitive Covered Bonds ("**Definitive Covered Bonds**"), after the date falling 40

days after the later of the commencement of the offering and the relevant issue date of such Tranche upon certification as to non-U.S. beneficial ownership. Interests in Permanent Global Covered Bonds will be exchangeable for Definitive Covered Bonds in whole but not in part. See “*Summary of Provisions Relating to the Covered Bonds while in Global Form*”.

Each Series of Covered Bonds (as defined in “*Summary of the Programme*”) in registered form (“**Registered Covered Bonds**”) other than Australian Covered will be represented by registered certificates (each a “**Certificate**”), without interest coupons, and Registered Covered Bonds which are sold in an “offshore transaction” within the meaning of Regulation S (“**Unrestricted Covered Bonds**”) will initially be represented by a permanent registered global certificate (each an “**Unrestricted Global Certificate**”) without interest coupons, which may be either: (i) deposited on the relevant issue date with a common depository on behalf of Euroclear Bank SA/NV (“**Euroclear**”) and Clearstream Banking S.A. (“**Clearstream**”) (the “**Common Depository**”), with The Central Depository (Pte) Limited (“**CDP**”), with a sub-custodian for the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (“**CMU**”) or with a custodian for, and registered in the name of a nominee of, The Depository Trust Company (“**DTC**”); or (ii) delivered outside a clearing system, as agreed among the Issuer, the Agents, the Bond Trustee, the Security Trustee and the relevant Dealer (all as defined herein), if any, or purchaser. Australian Covered Bonds will be issued into the clearing and settlement system operated by Austraclear Ltd (ABN 94 002 060 773) (the “**Austraclear System**”). Registered Covered Bonds which are sold in the United States to “qualified institutional buyers” (each a “**QIB**”) within the meaning of Rule 144A (“**Rule 144A**”) under the Securities Act (“**Restricted Covered Bonds**”) will initially be represented by a permanent registered global certificate (each a “**Restricted Global Certificate**”) and, together with the “**Unrestricted Global Certificate**”, the “**Global Certificates**”), without interest coupons, which may be deposited on the relevant issue date with a custodian (the “**Custodian**”) for, and registered in the name of Cede & Co. as nominee for, DTC. Beneficial interests in Global Covered Bonds or Certificates held in book-entry form through Euroclear or Clearstream will be shown on, and transfers thereof will be effected only through, records maintained by Euroclear or Clearstream, as the case may be. Beneficial interests in Global Covered Bonds or Certificates held in book-entry form through CDP will be shown on, and transfers thereof will be effected only through, records maintained by CDP. Beneficial interests in Global Covered Bonds or Certificates held in book-entry form through the CMU will be shown on, and transfers thereof will be effected only through, records maintained by the CMU. Beneficial interests in Registered Covered Bonds represented by Global Certificates held through DTC will be shown on, and transfers thereof will be effected only through, records maintained by DTC. The provisions governing the exchange of interests in Global Covered Bonds for other Global Covered Bonds and Definitive Covered Bonds are described in “*Summary of Provisions Relating to the Covered Bonds while in Global Form*”. Certain provisions governing restrictions on transfer of Registered Covered Bonds are described in “*Transfer Restrictions*”.

In relation to any Tranche (as defined in “*Summary of the Programme*”), the aggregate nominal amount of the Covered Bonds of such Tranche, the interest (if any) payable in respect of the Covered Bonds of such Tranche, the issue price and any other terms and conditions not contained herein which are applicable to such Tranche will be set out in a Pricing Supplement which, with respect to Covered Bonds to be listed on the SGX-ST, will be delivered to the SGX-ST on or before the date of issue of the Covered Bonds of such Tranche.

The Covered Bonds issued under the Programme are expected on issue to be assigned an “AAA” rating by Fitch Australia Pty Ltd (“**Fitch**”) and an “Aaa” rating by Moody’s Investors Service Limited (“**Moody’s**”). Each Tranche of Covered Bonds issued under the Programme may be rated or unrated. The rating of an issue of Covered Bonds will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision, downgrade or withdrawal at any time by the assigning rating agency.

This Offering Circular is an advertisement and is not a prospectus for the purposes of Regulation (EU) 2017/1129 (as amended or superseded).

Sole Arranger and Programme Dealer

DBS Bank Ltd.

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IMPORTANT

If you are in any doubt about this Offering Circular, you should consult your broker, dealer, bank manager, solicitor, certified public accountant or other professional adviser.

This Offering Circular is to be read in conjunction with all documents which are deemed to be incorporated herein by reference (see “*Documents Incorporated by Reference*”).

MIFID II PRODUCT GOVERNANCE / TARGET MARKET – The Pricing Supplement in respect of any Covered Bonds may include a legend entitled “MiFID II Product Governance” which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to Directive 2014/65/EU (as amended, “**MiFID II**”) is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the MiFID Product Governance rules under EU Delegated Directive 2017/593 (the “**MiFID Product Governance Rules**”), any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise, unless so determined, neither the Sole Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the MiFID Product Governance Rules.

UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – The Pricing Supplement in respect of any Covered Bonds may include a legend entitled “UK MiFIR Product Governance” which will outline the target market assessment in respect of the Covered Bonds and which channels for distribution of the Covered Bonds are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a “**distributor**”) should take into consideration the target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the target market assessment) and determining appropriate distribution channels.

A determination will be made in relation to each issue about whether, for the purpose of the UK MiFIR Product Governance Rules, any Dealer subscribing for any Covered Bonds is a manufacturer in respect of such Covered Bonds, but otherwise, unless so determined, neither the Sole Arranger nor the Dealers nor any of their respective affiliates will be a manufacturer for the purpose of the UK MiFIR Product Governance Rules.

PRIIPS REGULATION - PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor in the EEA means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of MiFID II; or (ii) a customer within the meaning of Directive (EU) 2016/97 (as amended, the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIIPs Regulation**”) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made

available to any retail investor in the United Kingdom (the “**UK**”). For these purposes, a retail investor in the UK means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (the “**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement the Insurance Distribution Directive, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently, no key information document required by the PRIIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIIPs Regulation**”) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIIPs Regulation.

SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE NOTIFICATION: All Covered Bonds issued or to be issued under the Programme are capital markets products other than prescribed capital markets products (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

The Issuer accepts responsibility for the information contained in this Offering Circular. The Covered Bond Guarantor only accepts responsibility for the information contained in the section entitled “*The Covered Bond Guarantor*” of this Offering Circular. To the best of the knowledge and belief of the Issuer and the Covered Bond Guarantor, only in relation to the information for which it is responsible (each having taken all reasonable care to ensure that such is the case), the information contained in this Offering Circular is in accordance with the facts as at the date of this Offering Circular and does not omit any material information likely to affect the import of such information. No person has been authorised to give any information or to make any representation other than as contained in this Offering Circular in connection with the issue or sale of the Covered Bonds and, if given or made, such information or representation must not be relied upon as having been authorised by the Issuer, the Covered Bond Guarantor, the Sole Arranger, any Dealers, the Bond Trustee, the Security Trustee or the Agents (each as defined in “*Summary of the Programme*”). Neither the delivery of this Offering Circular nor any sale made in connection herewith shall, under any circumstances, create any implication that there has been no change in the affairs of the Issuer and/or the Covered Bond Guarantor since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that there has been no adverse change in the financial position of the Issuer and/or the Covered Bond Guarantor since the date hereof or the date upon which this Offering Circular has been most recently amended or supplemented or that any other information supplied in connection with the Programme is correct as at any time after the date on which it is supplied or, if different, the date indicated in the document containing the same.

The distribution of this Offering Circular and the offering or sale of the Covered Bonds in certain jurisdictions may be restricted by law. Persons into whose possession this Offering Circular comes are required by the Issuer, the Sole Arranger and the Dealers to inform themselves about and to observe any such restrictions. For a description of certain further restrictions on offers and sales of the Covered Bonds and distribution of this Offering Circular, see “*Subscription and Sale*” and “*Transfer Restrictions*” and the applicable Pricing Supplement.

THE COVERED BONDS ARE BEING OFFERED AND SOLD OUTSIDE THE UNITED STATES TO NON-U.S. PERSONS IN RELIANCE ON REGULATION S AND/OR WITHIN THE UNITED STATES TO QIBS IN RELIANCE ON RULE 144A OR ANOTHER EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT SELLERS OF

REGISTERED COVERED BONDS MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A. ANY SERIES OF COVERED BONDS MAY BE SUBJECT TO ADDITIONAL SELLING RESTRICTIONS. FOR A DESCRIPTION OF THESE AND CERTAIN FURTHER RESTRICTIONS ON OFFERS, SALES AND TRANSFERS OF COVERED BONDS AND THE DISTRIBUTION OF THIS OFFERING CIRCULAR, SEE “SUBSCRIPTION AND SALE” AND “TRANSFER RESTRICTIONS” AND THE APPLICABLE PRICING SUPPLEMENT.

THE COVERED BONDS AND THE COVERED BOND GUARANTEE HAVE NOT BEEN APPROVED OR DISAPPROVED BY THE U.S. SECURITIES AND EXCHANGE COMMISSION, ANY STATE SECURITIES COMMISSION IN THE UNITED STATES OR ANY OTHER U.S. REGULATORY AUTHORITY, NOR HAS ANY OF THE FOREGOING AUTHORITIES PASSED UPON OR ENDORSED THE MERITS OF THE OFFERING OF COVERED BONDS OR THE ACCURACY OR ADEQUACY OF THIS OFFERING CIRCULAR. ANY REPRESENTATION TO THE CONTRARY IS A CRIMINAL OFFENCE IN THE UNITED STATES.

Neither this Offering Circular nor any information supplied in connection with the Programme constitutes an offer of, or an invitation by or on behalf of the Issuer, the Covered Bond Guarantor, the Sole Arranger or any Dealer to subscribe for or purchase, any Covered Bonds.

Subject as provided in the applicable Pricing Supplement, the only persons authorised to use this Offering Circular in connection with an offer of Covered Bonds are the persons named in the applicable Pricing Supplement as the relevant Dealer or any other persons named in the section “*Non-exempt Offer*” of the Pricing Supplement (if any), as the case may be.

To the fullest extent permitted by law, none of the Sole Arranger, any Dealer, the Bond Trustee, the Security Trustee or any Agent accepts any responsibility for the contents of this Offering Circular or for any other statement, made or purported to be made by the Sole Arranger or a Dealer or on its behalf in connection with the Issuer, the Covered Bond Guarantor or the issue and offering of the Covered Bonds. The Sole Arranger, each Dealer, the Covered Bond Guarantor (other than in respect of the section entitled “*The Covered Bond Guarantor*”), the Bond Trustee, the Security Trustee and each Agent accordingly disclaims all and any liability whether arising in tort or contract or otherwise (save as referred to above) which it might otherwise have in respect of this Offering Circular or any such statement. Neither this Offering Circular nor any other financial statements or documents incorporated by reference are intended to provide the basis of any credit or other evaluation and should not be considered as a recommendation by any of the Issuer, the Covered Bond Guarantor, the Sole Arranger or any Dealers that any recipient of this Offering Circular or any other financial statements should purchase the Covered Bonds. Each potential purchaser of Covered Bonds should determine for itself the relevance of the information contained in this Offering Circular and its purchase of Covered Bonds should be based on such investigation as it deems necessary. None of the Sole Arranger, any Dealer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee or any Agent undertakes to review the financial condition or affairs of the Issuer or the Covered Bond Guarantor during the life of the arrangements contemplated by this Offering Circular nor to advise any investor or potential investor in the Covered Bonds of any information coming to their attention. Investors should review, *inter alia*, the most recently published documents incorporated by reference into this Offering Circular when deciding whether or not to purchase any Covered Bonds.

By receiving this Offering Circular, investors acknowledge that (i) they have been afforded an opportunity to request and to review, and have received, all information that investors consider necessary to verify the accuracy of, or to supplement, the information contained in this Offering Circular, (ii) they have not relied on the Sole Arranger, any Dealer, the Covered Bond Guarantor (other than in respect of the section entitled “*The Covered Bond Guarantor*”), the Bond Trustee, the Security Trustee nor any Agent nor any person affiliated with the Sole Arranger, any Dealer, the Covered Bond Guarantor (other than in respect of the section entitled “*The Covered Bond Guarantor*”), the Bond Trustee, the Security Trustee or any Agent in connection with their investigation of the accuracy of any information in this Offering Circular or their

investment decision, and (iii) no person has been authorised to give any information or to make any representation concerning the issue or sale of the Covered Bonds or the Issuer other than as contained in this Offering Circular and, if given or made, any such other information or representation should not be relied upon as having been authorised by the Issuer, the Covered Bond Guarantor, the Sole Arranger, the Dealers, the Bond Trustee, the Security Trustee or the Agents. This Offering Circular does not constitute an offer to sell or the solicitation of an offer to buy any Covered Bonds in any jurisdiction to any person to whom it is unlawful to make the offer or solicitation in such jurisdiction. The distribution of this Offering Circular and the offer or sale of Covered Bonds may be restricted by law in certain jurisdictions. The Issuer, the Covered Bond Guarantor, the Sole Arranger, the Dealers, the Bond Trustee, the Security Trustee and the Agents do not represent that this Offering Circular may be lawfully distributed, or that any Covered Bonds may be lawfully offered, in compliance with any applicable registration or other requirements in any such jurisdiction, or pursuant to an exemption available thereunder, or assume any responsibility for facilitating any such distribution or offering. In particular, no action has been taken by the Issuer, the Covered Bond Guarantor, the Sole Arranger, the Dealers, the Bond Trustee, the Security Trustee or the Agents which would permit a public offering of any Covered Bonds or distribution of this Offering Circular in any jurisdiction where action for that purpose is required. Accordingly, no Covered Bonds may be offered or sold, directly or indirectly, and neither this Offering Circular nor any advertisement or other offering material may be distributed or published in any jurisdiction, except under circumstances that will result in compliance with any applicable laws and regulations. Persons into whose possession this Offering Circular or any Covered Bonds may come must inform themselves about, and observe, any such restrictions on the distribution of this Offering Circular and the offering and sale of Covered Bonds. In particular, there are restrictions on the distribution of this Offering Circular and the offer or sale of Covered Bonds in the United States, the EEA, the UK, Hong Kong, Japan, Singapore, Indonesia, Canada and Taiwan, Republic of China (“**Taiwan**”), see “*Subscription and Sale*”.

ADDITIONAL U.S. INFORMATION

This Offering Circular is being submitted on a confidential basis in the United States to a limited number of QIBs for informational use solely in connection with the consideration of the purchase of the Covered Bonds being offered hereby. Its use for any other purpose in the United States is not authorised. It may not be copied or reproduced in whole or in part nor may it be distributed or any of its contents disclosed to anyone other than the prospective investors to whom it is originally submitted.

CERTAIN DEFINED TERMS AND CONDITIONS AND PRESENTATION OF FINANCIAL AND OTHER INFORMATION

In this Offering Circular, unless otherwise specified or the context otherwise requires, all references to “**Singapore dollars**” and “**SGD**” are to the lawful currency of Singapore, all references to “**U.S. dollars**” and “**USD**” are to the lawful currency of the United States of America, all references to “**EUR**” are to the lawful currency of the member states of the European Union that have adopted or may adopt the single currency in accordance with the treaty establishing the European Community (signed in Rome on 25 March 1957), as amended by the treaty on European Union, all references to “**Hong Kong dollars**” and “**HKD**” are to the lawful currency of Hong Kong, all references to “**RMB**”, “**Renminbi**” and “**CNY**” are to the lawful currency of China, all references to “**Sterling**” and “**GBP**” are to the lawful currency of the UK and all references to “**Australian dollars**” and “**AUD**” are to the lawful currency of Australia. References to “**Greater China**” are to the People’s Republic of China, Macau, Taiwan and Hong Kong. References to “**Rest of Greater China**” are to the People’s Republic of China, Macau and Taiwan. References to “**China**” are to the People’s Republic of China.

As used in this Offering Circular, “**DBSH**” refers to DBS Group Holdings Ltd, “**DBS Bank**” refers to DBS Bank Ltd. (which is a wholly-owned subsidiary of DBSH), “**DBS Group**” refers to DBSH and its consolidated subsidiaries, “**DBS Bank Group**” refers to DBS Bank and its consolidated subsidiaries and “**DBSHK**” refers to DBS Bank (Hong Kong) Limited. The DBS Bank Group does not publish audited consolidated financial information otherwise than on an annual basis. References in this Offering Circular to “**2019**” “**2020**” and “**2021**” refer to the DBS Bank Group’s fiscal years ended 31 December 2019, 2020 and 2021, respectively. Unless specified otherwise or the context otherwise requires, all references to “loans” refer to loans net of cumulative allowances.

In this Offering Circular, all of the DBS Bank Group’s financial information is presented on a consolidated basis, unless stated otherwise. The audited consolidated financial statements of the DBS Bank Group are prepared in accordance with the Singapore Financial Reporting Standards (International) (“**SFRS(I)**”). The SFRS(I) is equivalent to International Financial Reporting Standards (“**IFRS**”) but differ in certain material respects from generally accepted accounting principles in the United States (“**U.S. GAAP**”). Accordingly, these financial statements and reported earnings could be different from those which would be reported under U.S. GAAP. Such differences may be material. This Offering Circular does not contain a reconciliation of the DBS Bank Group’s consolidated financial statements to U.S. GAAP nor does it contain any information in relation to the differences between SFRS(I) and U.S. GAAP. Had the consolidated financial statements and other financial information been prepared in accordance with U.S. GAAP, the results of operations and financial position of the DBS Bank Group may have been materially different. Investors should consult their own professional advisers for an understanding of the differences between SFRS(I), U.S. GAAP and the generally accepted accounting principles of other jurisdictions and how those differences might affect the financial information contained in this Offering Circular. The DBS Bank Group’s audited consolidated financial statements as at and for the year ended 31 December 2021 are included in this Offering Circular, beginning on page F-2. This Offering Circular incorporates by reference the DBS Bank Group’s audited consolidated financial statements as at and for the years ended 31 December 2020 and 2019. See “*Documents Incorporated by Reference*”.

Any discrepancies in the tables included herein between the listed amounts and totals thereof are due to rounding.

In connection with the issue of any Tranche (as defined in “*Summary of the Programme*”), the Dealer or Dealers (if any) named as the stabilisation coordinator(s) (the “**Stabilisation Coordinator(s)**”) (or persons acting on behalf of any Stabilisation Coordinator(s)) in the applicable Pricing Supplement may over-allot Covered Bonds or effect transactions with a view to supporting the market price of the Covered Bonds at a level higher than that which might otherwise prevail for a limited period of time after the relevant issue date. However, there is no assurance that the Stabilisation Coordinator(s) (or persons acting on behalf of

any Stabilisation Coordinator(s)) will undertake stabilisation action. Any stabilisation action may begin on or after the date on which adequate public disclosure of the Pricing Supplement of the offer of the relevant Tranche is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche and 60 days after the date of the allotment of the relevant Tranche. Any stabilisation action or over-allotment must be conducted by the relevant Stabilisation Coordinator(s) (or persons acting on behalf of any Stabilisation Coordinator(s)) in accordance with all applicable laws and rules.

DOCUMENTS INCORPORATED BY REFERENCE

This Offering Circular should be read and construed in conjunction with each applicable Pricing Supplement and each applicable supplemental Offering Circular.

This Offering Circular should also be read and construed in conjunction with the audited consolidated financial statements of the DBS Bank Group as at and for the years ended 31 December 2020 and 2019, which have been previously published and filed with the Accounting and Corporate Regulatory Authority of Singapore (“ACRA”). The DBS Bank Group’s audited consolidated financial statements as at and for the year ended 31 December 2021 are included in this Offering Circular, beginning on page F-2.

This Offering Circular should also be read and construed in conjunction with any audited consolidated financial statements of the DBS Bank Group which are available at <https://www.dbs.com> subsequent to the date of this Offering Circular and any unaudited interim consolidated financial statements of the DBS Bank Group published subsequent to such audited consolidated financial statements, each of which shall be deemed to be incorporated in, and to form part of, this Offering Circular and which shall be deemed to modify or supersede the contents of this Offering Circular to the extent that a statement contained in any such document is inconsistent with such contents. Such audited consolidated financial statements of the DBS Bank Group which are deemed to be incorporated by reference in this Offering Circular may also be obtained at the SGX-ST’s website at <https://www.sgx.com>.

Website addresses in this Offering Circular are included for reference only, and the contents of such websites are not incorporated by reference into, and do not form part of, this Offering Circular.

Copies of documents deemed to be incorporated by reference in this Offering Circular may be obtained without charge from the registered office or the website (<https://www.dbs.com>) of the Issuer. Save as stated above, the information on the Issuer’s website or any website directly or indirectly linked to such websites is not incorporated by reference in this Offering Circular and should not be relied on in connection with an investment in the Covered Bonds.

SUPPLEMENTAL OFFERING CIRCULAR

If at any time the Issuer shall be required to prepare a supplemental Offering Circular, the Issuer will prepare and make available an appropriate amendment or supplement to this Offering Circular or a further Offering Circular.

AVAILABLE INFORMATION

For so long as any of the Covered Bonds are “restricted securities” within the meaning of Rule 144(a)(3) under the Securities Act, the Issuer and the Covered Bond Guarantor will, during any period in which it is neither subject to Section 13 or 15(d) of the U.S. Securities Exchange Act of 1934 (the “Exchange Act”), nor exempt from reporting pursuant to Rule 12g3-2(b) thereunder, provide to any QIB who is a holder or beneficial owner of such restricted securities, or to any prospective purchaser of restricted securities who is a QIB, designated by such holder or beneficial owner, upon the request of such holder, beneficial owner

or prospective purchaser, the information required to be delivered in Rule 144A(d)(4) under the Securities Act.

ENFORCEABILITY OF JUDGMENTS

DBS Bank is a company incorporated with limited liability under the laws of the Republic of Singapore registered in Singapore under registration number 196800306E. Substantially all of the Directors of the Issuer are not residents of the United States, and all or a substantial portion of the assets of the Issuer are located outside the United States. As a result, it may not be possible for investors to effect service of process within the United States upon the Issuer or such persons or to enforce against any of them in the United States court, judgments obtained in United States courts, including judgments predicated upon the civil liability provisions of the securities laws of the United States or any state or territory within the United States. For more information, please refer to *“Risk Factors - An investor may experience difficulties in enforcing civil liabilities under U.S. federal securities laws against the DBS Bank Group, the Directors and executive officers of DBS Bank and certain other parties.”*

FORWARD-LOOKING STATEMENTS

This Offering Circular contains forward-looking statements. When used in this Offering Circular, the words “estimate”, “project”, “intend”, “anticipate”, “believe”, “expect”, “should” and similar expressions, as they relate to the Issuer, its subsidiaries and management and/or the Covered Bond Guarantor, are intended to identify such forward-looking statements. These statements concern, or may affect, future matters. These may include the Issuer’s and its subsidiaries’ future strategies, business plans and results and are based on the current expectations of the Directors of the Issuer. They are subject to a number of risks and uncertainties that might cause actual results and outcomes to differ materially from expectations outlined in these forward-looking statements. These risks and uncertainties include, but are not limited to:

- the impact of COVID-19;
- the actual growth in demand for banking and other financial products and services in the countries that the Issuer operates in or where a material number of its customers reside;
- the Issuer’s ability to successfully implement its strategy;
- the Issuer’s growth and expansion in domestic and overseas markets;
- future levels of impaired assets;
- the adequacy of the Issuer’s allowance for credit and investment losses;
- the ability to maintain targeted capital ratios;
- the impact of changes in banking regulations and other regulatory changes in Singapore and other jurisdictions on the Issuer and/or the Covered Bond Guarantor;
- the future impact of new accounting standards;
- technological changes;
- the bond and loan market conditions and availability of liquidity amongst the investor community in these markets;
- the nature of credit spreads and interest spreads from time to time, including the possibility of increasing credit spreads or interest rates;
- the Issuer’s ability to roll over its short-term funding sources and its exposure to credit;

- market fluctuations and the effects on trading, investment and other non-interest income; and
- the success of managing the risks of the foregoing.

Investors are cautioned not to place undue reliance on these forward-looking statements, which speak only as at the date hereof. The Issuer and the Covered Bond Guarantor do not undertake any obligation to publicly release the result of any revisions to these forward-looking statements to reflect events or circumstances after the date hereof or to reflect the occurrence of unanticipated events.

SUMMARY

The following summary is qualified in its entirety by, and is subject to, the more detailed information and financial statements contained or referred to elsewhere in this Offering Circular, including the sections regarding “Management’s Discussion and Analysis of Financial Condition and Results of Operations of the DBS Bank Group”, “Description of the Business of the DBS Bank Group”, “Description of the Assets and Liabilities of the DBS Bank Group” and “Governance and Management”. To understand the terms of the Covered Bonds, investors should carefully read the sections of this Offering Circular entitled “Terms and Conditions of the Covered Bonds” and the risks of investing in the Covered Bonds under “Risk Factors” and the applicable Pricing Supplement.

The DBS Bank Group is the largest banking group in Southeast Asia by total assets and is engaged in a range of commercial banking and financial services, principally in Asia. As at 31 December 2021, the DBS Bank Group had SGD 687 billion in total assets, SGD 409 billion in customer loans and advances, SGD 502 billion in customer deposits and SGD 57 billion in total shareholders’ funds.

The DBS Group is headquartered and listed in Singapore and has a growing presence in the three key Asian axes of growth: Greater China, South Asia and Southeast Asia. In Singapore, the DBS Bank Group has leading positions in consumer banking, wealth management, institutional banking, treasury and capital markets. As at, and for the year ended, 31 December 2021, Singapore accounted for 66% and 63% of the DBS Bank Group’s assets (excluding goodwill and intangibles) and total income (excluding one-time item), respectively.

The DBS Bank Group’s Greater China presence is anchored in Hong Kong and also encompasses China and Taiwan, where it operates locally-incorporated subsidiaries. The DBS Bank Group also operates a locally-incorporated subsidiary in each of Indonesia and India. Its diversification in the Asia Pacific region has resulted in a more balanced geographical distribution of its assets and total operating income.

DBS Bank is one of the highest rated commercial banks in Asia with long-term issuer ratings of “AA-” from Fitch Ratings Ltd. (“**Fitch**”), “Aa1” from Moody’s Investors Services Inc. (“**Moody’s**”) and “AA-” from Standard & Poor’s Rating Services (“**Standard & Poor’s**”). DBSH’s and DBS Bank’s credit ratings have stable outlooks from Fitch, Moody’s and Standard & Poor’s.

DBS Bank was incorporated in July 1968 by the Singapore government as a financial institution to support Singapore’s economic development and industrialisation. In June 1969, DBS Bank began commercial banking operations. In September 1999, DBS Bank was restructured to become a wholly-owned subsidiary of DBSH, which is listed on the SGX-ST. On 21 July 2003, DBS Bank changed its legal name from The Development Bank of Singapore Limited to DBS Bank Ltd.

As at 31 December 2021, DBSH had a market capitalisation of approximately SGD 83.9 billion based on the closing price per ordinary share on the Main Board of the SGX-ST. As at 31 December 2021, Temasek Holdings (Private) Limited, directly or indirectly, held approximately 29% of DBSH’s outstanding ordinary shares.

Strengths

Strong credit profile and resilient capital base

The DBS Bank Group has consistently maintained robust capital ratios and as at 31 December 2021, had a Common Equity Tier 1 (“**CET1**”) capital adequacy ratio (“**CAR**”) of 14.3%, a Tier 1 CAR of 15.0% and a Total CAR of 17.0%. The DBS Bank Group’s capital position is above the MAS Basel III capital requirements that have been effective from 1 January 2013.

The DBS Bank Group has been awarded “Safest Bank in Asia” for 13 consecutive years from 2009 to 2021 by Global Finance. Singapore, the DBS Bank Group’s core market, is the only sovereign in Asia with a “Aaa” credit rating from Moody’s, and “AAA” credit ratings from Standard & Poor’s and Fitch.

Diversified loan and earnings mix supported by stable deposits and diversified funding sources

The DBS Bank Group has a diversified loan portfolio and earnings mix that is not overly concentrated in any particular industry, location or business segment. As at 31 December 2021, with the exception of the building and construction industry, which contributed 26% of the DBS Bank Group’s gross loans, no single industry contributed more than 20% of the DBS Bank Group’s gross loans and, outside of Singapore, no single location contributed more than 20% of the DBS Bank Group’s gross loans. The DBS Bank Group also has a balanced mix between interest and non-interest income, with non-interest income derived from diversified sources such as loan-related activities, transaction services, wealth management and treasury product sales.

In terms of funding, the DBS Bank Group has a strong domestic deposit base and leading market position in low cost Singapore dollars deposits. The DBS Bank Group has also grown its transactional accounts with corporate customers and institutional investors, in line with its strategy. In addition, the DBS Bank Group diversifies its funding sources through the wholesale funding market. In 2015, DBS Bank undertook its inaugural covered bond issuance, making it the first issuer of covered bonds in Singapore.

Strong core banking business with proven earnings generation capability and exposure to key growth geographies in Asia

The DBS Bank Group is the largest banking group in Southeast Asia by total assets. The DBS Bank Group is anchored in Singapore and Hong Kong and has a growing presence in Greater China, South Asia and Southeast Asia. Over the past decade, the DBS Bank Group has delivered consistent financial performance underpinned by increased strategic clarity and disciplined execution of its strategy. Total income (excluding one-time items) grew at a compound annual growth rate (“CAGR”) of 6% between 2011 and 2021 while profit before allowances (excluding one-time items) recorded a CAGR of 6% over the same period.

Prudent and comprehensive risk management framework focused on asset quality

The DBS Bank Group has a robust risk management framework in place to address key risk areas. Its risk management approach is based on:

- (a) strong risk governance, with the Board of Directors of DBSH (the “**Board**” or “**Board of Directors**”), through the Board Risk Management Committee (the “**BRMC**”), setting out the DBS Bank Group’s Risk Appetite (as defined below) and overseeing the establishment of enterprise-wide risk management policies and processes, and setting risk limits to guide the DBS Bank Group’s risk taking;
- (b) robust and comprehensive processes to identify, measure, monitor, control and report risks;
- (c) sound assessments of capital adequacy relative to risks; and
- (d) a rigorous system of internal control reviews involving internal and external auditors.

The DBS Bank Group’s ratio of non-performing loans (“**NPLs**”) to total non-bank loans (“**NPL ratio**”) was 1.3%, 1.6% and 1.5% as at 31 December 2021, 2020 and 2019, respectively, and the DBS Bank Group’s

allowance coverage ratio (defined as total allowances¹ as a percentage of non-performing assets (“**NPA**s”) was 116%, 110% and 94% as at 31 December 2021, 2020 and 2019, respectively.

¹ Computation includes regulatory loss allowance reserves (“**RLAR**”) as part of total allowances.

Asia-focused Strategy

The DBS Bank Group's strategy is predicated on Asia's megatrends, including the rising middle class, growing intra-regional trade, urbanisation and the rapid adoption of technology that is fuelling new innovations.

The DBS Bank Group seeks to intermediate trade and capital flows as well as support wealth creation in Asia, capitalising on its established and growing presence in Greater China, South Asia and Southeast Asia.

In Singapore, the DBS Bank Group serves all customer segments. Outside Singapore, the DBS Bank Group has extended its reach beyond serving the affluent individuals, corporates and institutional investors segments through leveraging digital technologies to engage individuals and small and medium enterprises ("SMEs").

The DBS Bank Group is well underway in its digitalisation journey to transform the bank to be able to respond and innovate quickly to deliver simple, fast and contextual banking in the digital age.

The DBS Bank Group periodically reviews its strategy, taking into account emerging megatrends, its operating environment and its stakeholders' input.

General Information

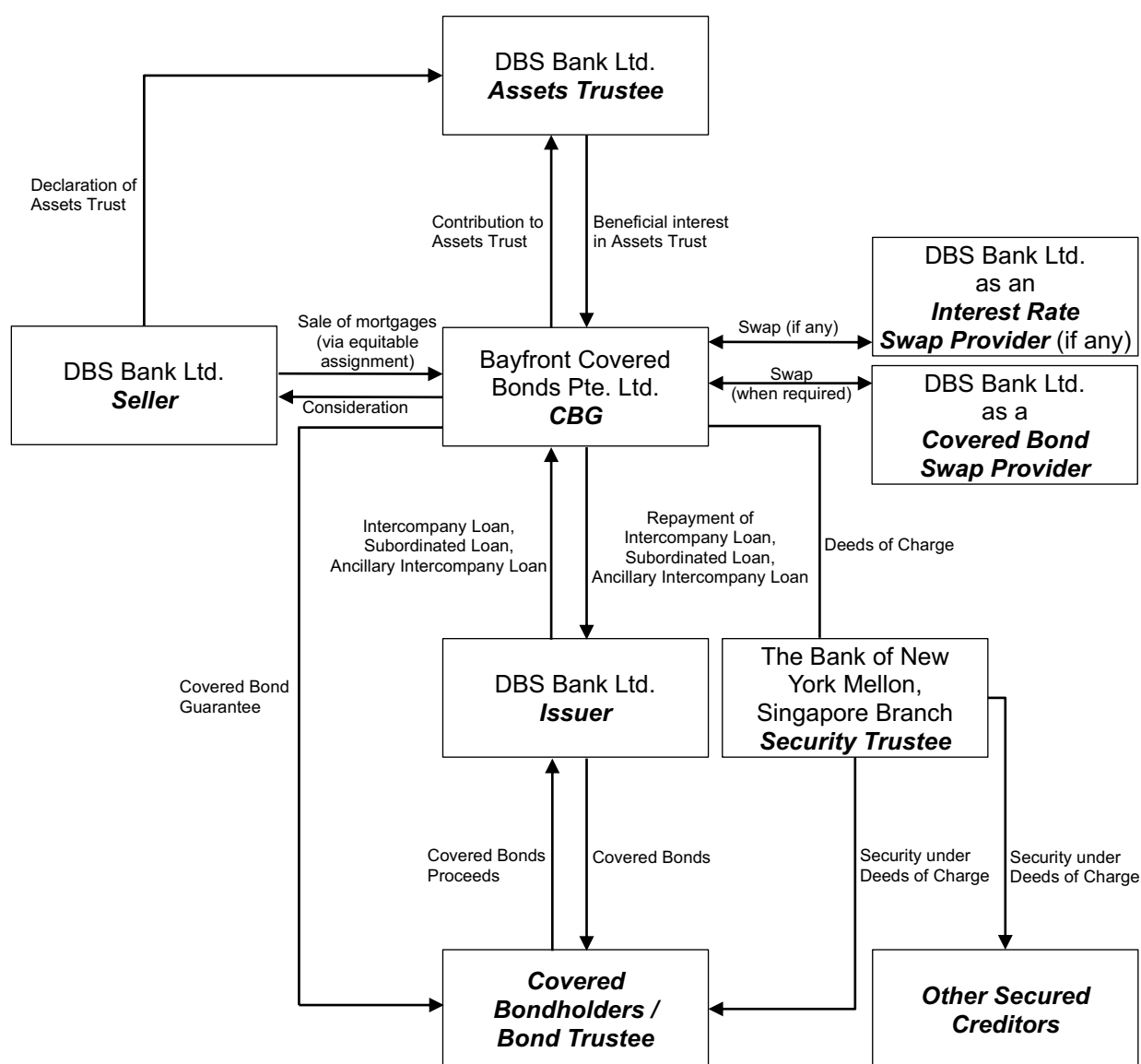
DBS Bank is a limited liability company incorporated in the Republic of Singapore. The registered and principal office of DBS Bank is 12 Marina Boulevard, Marina Bay Financial Centre Tower 3, Singapore 018982 (telephone number +65 6878 8888). The Issuer's website is located at <https://www.dbs.com>.

STRUCTURE OVERVIEW

This Structure Overview describes the Programme, including the Covered Bonds, the Covered Bond Guarantee and related documents, in general terms only and does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Series or Tranche of Covered Bonds, the applicable Pricing Supplement. This Structure Overview must be read as an introduction to this Offering Circular and any decision to invest in any Covered Bonds should be based on a consideration of this Offering Circular as a whole, including the documents incorporated by reference.

Words and expressions defined elsewhere in this Offering Circular shall have the same meanings in this Structure Overview. A glossary of certain defined terms used herein is contained at the end of this Offering Circular.

Structure Diagram



Structure Overview

- (a) *Programme*: Under the terms of the Programme, the Issuer will issue Covered Bonds to the Covered Bondholders on each Issue Date. The Covered Bonds will be direct, unsecured and unsubordinated obligations of the Issuer.
- (b) *Covered Bond Guarantee*: Under the terms of the Trust Deed, the Covered Bond Guarantor has provided a guarantee as to payments of interest and principal under the Covered Bonds. The Covered Bond Guarantor has agreed to pay an amount equal to the Guaranteed Amounts when the same shall become Due for Payment (but which would otherwise be unpaid by the Issuer). The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee constitute direct, unsubordinated and (following the service of a Notice to Pay on the Covered Bond Guarantor or, if earlier, the service on the Issuer and the Covered Bond Guarantor of a Covered Bond Guarantor Acceleration Notice) unconditional obligations of the Covered Bond Guarantor, secured as provided in the Deeds of Charge. Subject as provided in the Trust Deed, the Bond Trustee must serve a Notice to Pay on the Covered Bond Guarantor following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice. Following the service of a Notice to Pay but prior to the service of a Covered Bond Guarantor Acceleration Notice, payments made by the Covered Bond Guarantor under the Covered Bond Guarantee will be made subject to, and in accordance with, the Guarantee Priority of Payments. A Covered Bond Guarantor Acceleration Notice may be served by the Bond Trustee on the Issuer and the Covered Bond Guarantor following the occurrence of a Covered Bond Guarantor Event of Default.

If a Covered Bond Guarantor Acceleration Notice is served, the Covered Bonds will become immediately due and payable as against the Issuer and the Covered Bond Guarantor's obligations under the Covered Bond Guarantee will be accelerated. Payments made by the Security Trustee will be made subject to, and in accordance with, the Post-Enforcement Priority of Payments. The recourse of the Covered Bondholders to the Covered Bond Guarantor under the Covered Bond Guarantee will be limited to the assets of the Covered Bond Guarantor from time to time.

- (c) *Intercompany Loan Agreement*: Under the terms of the Intercompany Loan Agreement, the Issuer in its capacity as lender under the Intercompany Loan Agreement (the "**Intercompany Loan Provider**") has agreed to make available to the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary the Intercompany Loan in an amount up to the Intercompany Loan Facility Amount. The Intercompany Loan comprises the Guarantee Loan and the Demand Loan and is denominated in Singapore dollars.

The interest rate on each Advance under the Intercompany Loan is such rate of interest per annum to be determined by the Intercompany Loan Provider from time to time. Interest payments due and accruing under the Intercompany Loan will not exceed the aggregate of the income of the Covered Bond Guarantor less certain expenses.

The Guarantee Loan, at any relevant time, is in an amount equal to (A) (a) the SGD Equivalent of the outstanding nominal amount of the Covered Bonds at that time, plus (b) an amount equal to the aggregate principal amount outstanding (or, in the case of assets in the form of Loans (other than Converted Loans), the True Balance) of additional assets in excess of (a) above, as required to satisfy (and determined in accordance with) the Asset Coverage Test, minus (B) the outstanding principal amount of the Subordinated Loan (excluding, for the avoidance of doubt, interest and other non-principal amounts thereunder). See "*Summary of the Principal Documents — Intercompany Loan Agreement*" and "*Summary of the Principal Documents — Establishment Deed — Asset Coverage Test*".

The Demand Loan at any relevant time is in an amount equal to the difference between the outstanding principal amount of the Intercompany Loan and the principal amount of the Guarantee

Loan at that time. Except as described below, the respective balances of the Guarantee Loan and the Demand Loan will fluctuate with the issuances and redemptions of Covered Bonds and the requirements of the Asset Coverage Test.

If a Notice to Pay or a Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor or a Demand Loan Repayment Event occurs, the amount of the Demand Loan and the Guarantee Loan will be fixed as at the date on which the Asset Percentage is fixed and thereafter only adjusted to reflect permitted repayments (which will be deducted first from the Demand Loan), further Advances or Deemed Advances (which will be added to the Guarantee Loan) and any reduction in the Set-off Amount as a result of the occurrence of any of the events set out in paragraph (c) of the definition of "Set-off Amount" (which will be deducted from the Guarantee Loan and added to, and constitute, the Demand Loan).

At any time prior to an Issuer Event of Default, a Covered Bond Guarantor Event of Default or a Demand Loan Repayment Event, the Covered Bond Guarantor may re-borrow any amount repaid by the Covered Bond Guarantor under the Intercompany Loan for a permitted purpose.

Payments by the Issuer of amounts due under the Covered Bonds are not conditional upon receipt by the Intercompany Loan Provider of payments from the Covered Bond Guarantor pursuant to the Intercompany Loan Agreement. Amounts owed by the Covered Bond Guarantor under the Guarantee Loan will be subordinated to amounts owed by the Covered Bond Guarantor under the Demand Loan and, following the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, the Covered Bond Guarantee. In all cases, repayment of the Demand Loan will be provided for in priority to amounts owed by the Covered Bond Guarantor to the other Secured Creditors (including the Covered Bondholders). Repayment of such Demand Loan may (at the discretion of the Intercompany Loan Provider) (and, following the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, shall only) be made by payment in kind, by the Servicer and the Cash Manager randomly selecting, on behalf of the Covered Bond Guarantor, but in accordance with the terms of the Intercompany Loan Agreement, Loans and their Related Security and/or Authorised Investments and/or Substitution Assets (other than cash) which will be transferred to the Intercompany Loan Provider or, if the Seller and the Intercompany Loan Provider are the same entity and title to the Loans and their Related Security has not been perfected, the equitable rights, estate, title, interests, benefits and remedies of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary (as the case may be) in such Loans and their Related Security, Authorised Investments and Substitution Assets (as the case may be) will be reassigned, released and surrendered to the Intercompany Loan Provider, and the Security granted over such Loans and their Related Security, Authorised Investments and Substitution Assets will be automatically released. See "*Summary of the Principal Documents — Intercompany Loan Agreement — Repayment of the Demand Loan*".

- (d) *Proceeds of the Intercompany Loan:* The Covered Bond Guarantor will use the Advances made to it from time to time under the Intercompany Loan to purchase the Portfolio consisting of Loans and their Related Security from the Seller in accordance with the terms of the Mortgage Sale Agreement and to acquire an interest in the Trust Assets in accordance with the terms of the Declaration of Assets Trust and will use additional Advances:
- (i) to purchase New Loans (which are Non-CPF Loans) and their Related Security from the Seller in accordance with the terms of the Mortgage Sale Agreement;
 - (ii) towards Additional Contributions to the Assets Trustee to acquire New Loans (which are CPF Loans) and their Related Security from the Seller pursuant to the terms of the Declaration of Assets Trust;

- (iii) to invest in Authorised Investments and/or Substitution Assets, in each case in accordance with the Establishment Deed;
- (iv) subject to written confirmation from the Cash Manager that the Asset Coverage Test is met on the relevant drawdown date (both before and immediately following the making of the relevant Advance), to repay Subordinated Advances, if any, under the Subordinated Loan Agreement; and/or
- (v) to make a deposit of the proceeds in the Transaction Account (including, without limitation, to fund the Reserve Fund and/or the Pre-Maturity Liquidity Ledger, in each case in accordance with the Establishment Deed).

For a description of “**CPF Loans**” and “**Non-CPF Loans**” please see the section “*The Loans and the Portfolio — CPF Loans and Non-CPF Loans*”.

- (e) *Subordinated Loan Agreement*: Under the terms of the Subordinated Loan Agreement, the Issuer in its capacity as lender under the Subordinated Loan Agreement (being defined as the “**Subordinated Loan Provider**” for the purposes of this Offering Circular) may make Subordinated Advances available to the Covered Bond Guarantor.

Except for Deemed Subordinated Advances, the Subordinated Loan Facility is uncommitted and the Subordinated Loan Provider is not obliged to make Subordinated Advances to the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary. The Subordinated Loan Provider will be obliged to make a Deemed Subordinated Advance where the conditions required to be met in order for the Intercompany Loan Provider to make a Deemed Advance under the Intercompany Loan Agreement are not met. See “*Summary of the Principal Documents — Intercompany Loan Agreement*” for these conditions.

The Subordinated Loan is subordinated to, *inter alia*, payments of principal and interest on the Intercompany Loan and the Covered Bond Guarantee, and all other payments or provisions ranking in priority to payments to be made to the Subordinated Loan Provider, in each case in accordance with the applicable Priority of Payments. See “*Summary of the Principal Documents — Subordinated Loan Agreement*”.

- (f) *Mortgage Sale Agreement*: Under the terms of the Mortgage Sale Agreement, among the Seller, the Assets Trustee, the Covered Bond Guarantor, the All Monies Trustee, the Covered Bond Guarantee Beneficiary, and the Security Trustee, the Seller has agreed to sell certain Non-CPF Loans and their Related Security to the Covered Bond Guarantor from time to time. Non-CPF Loans and their Related Security shall be transferred to the Covered Bond Guarantor by way of equitable assignment under the Mortgage Sale Agreement. The Covered Bond Guarantor will fund the purchase of Non-CPF Loans and their Related Security using Advances made to it from time to time under the Intercompany Loan.
- (g) *Declaration of Assets Trust*: Under the terms of the Declaration of Assets Trust among the Seller, the Assets Trustee, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the All Monies Trustee and the Security Trustee, the Assets Trustee established the Assets Trust. The Assets Trust is a trust formed under Singapore law with the Assets Trustee as trustee holding all of the Trust Assets as to both capital and income on trust absolutely for the benefit of the Covered Bond Guarantor (as trust beneficiary (the “**Covered Bond Guarantee Beneficiary**”)). The trust assets shall consist of the CPF Loans and their Related Security (and any related Top-up Loans) sold by the Seller to the Covered Bond Guarantor from time to time and which are subject to the Assets Trust, as identified in the Declaration of Assets Trust and the relevant Notice of Trust Assets, and all such rights, estate, title, interests, benefits and remedies in and to any monies currently owed or to be owed in the future by a Borrower and/or Mortgagor, all monies paid by any Borrower

and/or Mortgagor from time to time for the purposes of discharging amounts owed, any receipts from the enforcement of any Related Security (and any related Top-up Loans) (including but not limited to the Seller's benefit in and to any rights to receive payments under any Insurance Policy) and the Seller's benefit in and to all Related Security and any rights relating to such CPF Loans (and any related Top-up Loans) (the "**Trust Assets**"). The beneficial interest of the Covered Bond Guarantee Beneficiary is an absolute interest in the Trust Assets. The Covered Bond Guarantor will use part of the initial Advance to pay to the Seller as consideration for acquiring an interest in the CPF Loans and their Related Security contributed by the Seller to the Assets Trust in accordance with the terms of the Declaration of Assets Trust.

The Covered Bond Guarantor will use additional Advances to make Additional Contributions to the Assets Trustee to acquire New Loans which are CPF Loans and their Related Security from the Seller.

- (h) *Ancillary Intercompany Loan Agreement*: Under the terms of the Ancillary Intercompany Loan Agreement, the Issuer in its capacity as lender under the Ancillary Intercompany Loan Agreement (being defined as the Ancillary Intercompany Loan Provider for the purposes of this Offering Circular) may make Deemed Ancillary Intercompany Loan Advances available to the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary.

An advance under the Ancillary Intercompany Loan Agreement will be deemed to arise under the Ancillary *Intercompany* Loan Agreement (a "**Deemed Ancillary Intercompany Loan Advance**") if the Covered Bond Guarantor acquires an interest in a Top-up Loan and/or as at any Calculation Date, there is an increase in the outstanding balance of a Top-up Loan.

Deemed Ancillary Intercompany Loan Advances will be repayable outside the Priorities of Payments in *priority* to amounts owed by the Covered Bond Guarantor to the other Secured Creditors (including the Covered Bondholders). See "*Summary of the Principal Documents — Ancillary Intercompany Loan Agreement*".

- (i) *Consideration*: Under the terms of the Mortgage Sale Agreement and the Declaration of Assets Trust, the consideration payable to the Seller for the sale of Non-CPF Loans and their Related Security to the Covered Bond Guarantor or declaration of trust (or extension of the Assets Trust) over CPF Loans and their Related Security (and any related Top-up Loans) on any Closing Date will be a combination of (i) a cash payment paid by the Covered Bond Guarantor to the Seller from the proceeds of the relevant Advance and/or Subordinated Advance or set-off against such Advance and/or Subordinated Advance and/or (ii) Deferred Consideration and/or Deferred Contribution Consideration and/or (iii) Early Repayment Charge Receipts in respect of the Loans in the Initial Portfolio.
- (j) *Security*: To secure its obligations under the Covered Bond Guarantee and the Transaction Documents to which it is a party, the Covered Bond Guarantor has granted security over the Charged Property (which consists principally of the Covered Bond Guarantor's interest in the portfolio of Loans and their Related Security (and any related Top-up Loans), the Trust Assets, the Substitution Assets, contractual rights under the Transaction Documents to which it is a party, the Covered Bond Guarantor Accounts, any Insurance Policy, any Excess Proceeds and any Authorised Investments it holds) in favour of the Security Trustee (for itself and on behalf of the other Secured Creditors) pursuant to the Deeds of Charge.
- (k) *Cashflows*: Prior to service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked), a Notice to Pay or a Covered Bond Guarantor Acceleration Notice and/or the realisation of the Security, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such functions) on behalf of the Covered Bond Guarantor will:

- (i) apply Available Revenue Receipts to paying, among other things, fees and expenses payable or to become payable by the Covered Bond Guarantor, interest due to the Intercompany Loan Provider under the Intercompany Loan, certain expenses and amounts due to any Interest Rate Swap Provider (if any), the Pre-Maturity Liquidity Ledger and the Reserve Ledger and interest and (if the Cash Manager or the Subordinated Loan Provider so elects) principal due to the Subordinated Loan Provider under the Subordinated Loan, in each case in accordance with the Pre-Acceleration Revenue Priority of Payments. For further details of the Pre-Acceleration Revenue Priority of Payments, see “*Cashflows and Priorities of Payments*”; and
- (ii) apply Available Principal Receipts to acquiring New Loans and their Related Security offered by the Seller to the Covered Bond Guarantor, acquiring Substitution Assets or Authorised Investments, making deposits in the Transaction Account, repaying principal due to the Intercompany Loan Provider and funding any liquidity that may be required in respect of any Hard Bullet Covered Bonds (as described below) following any breach of the Pre-Maturity Test and to paying principal due to the Subordinated Loan Provider under the Subordinated Loan, in each case in accordance with and subject to the Pre-Acceleration Principal Priority of Payments. For further details of the Pre-Acceleration Principal Priority of Payments, see “*Cashflows and Priorities of Payments*”.

Following service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked) but prior to service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, for so long as any Covered Bonds remain outstanding, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such functions) on behalf of the Covered Bond Guarantor will continue to apply Available Revenue Receipts and Available Principal Receipts as described above, except that, while any Covered Bonds remain outstanding:

- (i) in respect of Available Revenue Receipts, no further amounts will be paid to the Intercompany Loan Provider under the Intercompany Loan, to the Subordinated Loan Provider under the Subordinated Loan Agreement or the Seller in respect of Deferred Consideration or Deferred Contribution Consideration (but payments will, for the avoidance of doubt, continue to be made under the Interest Rate Swap (if any)), see “*Cashflows and Priorities of Payments*”; and
- (ii) in respect of Available Principal Receipts, no payments will be made other than into the Transaction Account or credited to the Pre-Maturity Liquidity Ledger or to acquire New Loans and their Related Security offered by the Seller to the Covered Bond Guarantor or Substitution Assets and/or Authorised Investments, and, while the Intercompany Loan Provider may demand the repayment of any Demand Loan, such Demand Loan will be ineligible for repayment for so long as the Asset Coverage Test is not able to be satisfied, see “*Cashflows and Priorities of Payments*”.

Following service of a Notice to Pay on the Covered Bond Guarantor (but prior to service of a Covered Bond Guarantor Acceleration Notice), the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such functions) on behalf of the Covered Bond Guarantor will apply Available Revenue Receipts and Available Principal Receipts to pay Guaranteed Amounts in respect of the Covered Bonds when the same shall become Due for Payment in accordance with the Guarantee Priority of Payments. In such circumstances, the Intercompany Loan Provider will only be entitled to receive payment of any amount owing in respect of the Guarantee Loan and the Subordinated Loan Provider will only be entitled to receive payment of any amounts owing in respect of the Subordinated Loan after all amounts due under the Covered Bond Guarantee in respect of the Covered Bonds have been paid in full or have otherwise been provided for, see “*Cashflows and Priorities of Payments*”.

Following service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, the Covered Bonds will become immediately due and repayable (if not already due and repayable following service of an Issuer Acceleration Notice) and the Bond Trustee will then have a claim against the Covered Bond Guarantor under the Covered Bond Guarantee for an amount equal to the Early Redemption Amount in respect of each Covered Bond together with accrued interest and any other amounts due under the Covered Bonds and the security created by the Covered Bond Guarantor over the Charged Property will become enforceable. Any monies received or recovered (other than any amounts standing to the credit of the Covered Bond Guarantee Retained Amount Ledger, any Tax Credits, Third Party Amounts, Accrued Interest Adjustment Amounts, All Monies Trust Property which the Seller is entitled to, Swap Collateral Excluded Amounts, Demand Loan Repayment Assets (including certain principal amounts in respect of the Demand Loan Repayment Assets), Top-up Receipts, proceeds from the sale of an interest in Top-up Loans, certain other amounts received in respect of the Loans and payable to parties other than the Covered Bond Guarantor and certain other amounts payable to third parties, premium received by the Covered Bond Guarantor from a replacement Swap Provider to the extent it is used to make a termination payment due and payable by the Covered Bond Guarantor with respect to the Swap being replaced (including any Excluded Swap Termination Amount) and termination payment received from a Swap Provider which is applied to acquire a replacement for the relevant terminated Swap) and certain other amounts received in respect of the loans and payable to parties other than the Covered Bond Guarantor and certain other amounts payable to third parties) by the Security Trustee from realisation of the Charged Property following enforcement of the Security created by the Covered Bond Guarantor in accordance with the Deeds of Charge will be distributed according to the Post-Enforcement Priority of Payments. See “Cashflows and Priorities of Payments”.

- (l) *Stamp Duty Payable in Respect of the Transfer of Beneficial or Equitable Interest in Mortgages:* In connection with the establishment of the Programme, the Issuer had applied for and was granted various tax exemptions and/or remissions in relation to certain taxes which would otherwise be payable under the covered bond structure, including stamp duty which would be payable on the transfer of the beneficial or equitable interest in the Mortgages which secure the Loans when:
- (i) there is a sale of the Loans and their Related Security from the Seller to the Covered Bond Guarantor; and
 - (ii) there is a repurchase of any Loans and their Related Security (including Selected Loans) by the Seller from the Covered Bond Guarantor,

(collectively, the “**Stamp Duty Remission**”).

These tax exemptions and/or remissions were granted for each tranche of Covered Bonds issued under the Programme on or before 31 December 2018.

The Issuer had applied in 2018 for the renewal of these tax exemptions and/or remissions (including the Stamp Duty Remission). The Ministry of Finance had responded in early January 2019 with decision minutes which renewed the tax exemptions and/or remissions received in connection with the establishment of the Programme for the lifespan of each tranche of Covered Bonds issued by the Issuer under the Programme from 1 January 2019 to 31 December 2023, except for the Stamp Duty Remission.

As the Stamp Duty Remission was not renewed and based on separate confirmation obtained from the Inland Revenue Authority of Singapore (“**IRAS**”) on 2 October 2019, stamp duty would thus be chargeable on each instrument executed on or after 1 January 2019 which transfers, assigns or disposes of interests in Mortgages, of up to a maximum of SGD500 per instrument. A Deed of Assignment and a Notice of Trust Assets executed in respect of a sale of the Loans and their Related Security from the Seller to the Covered Bond Guarantor and a Deed of Assignment and the relevant

Loan Repurchase Notice executed in respect of a repurchase of the Loans and their Related Security by the Seller from the Covered Bond Guarantor, would in each case constitute such instruments and stamp duty would thus be payable by the transferee of such Loans and their Related Security, of up to a maximum of SGD500 per instrument.

- (m) *Asset Coverage Test*: The Programme provides that the assets of the Covered Bond Guarantor are subject to an Asset Coverage Test in respect of the Covered Bonds. Accordingly, for so long as any Covered Bonds remain outstanding, as of each Calculation Date, the Adjusted Aggregate Loan Amount must be equal to or in excess of the SGD Equivalent of the aggregate outstanding nominal amount of the Covered Bonds as at such date. The Asset Coverage Test will be tested by the Cash Manager on each Test Date as of the immediately preceding Calculation Date. A breach of the Asset Coverage Test as of a Calculation Date which is not remedied as of the immediately succeeding Calculation Date will require the Bond Trustee to serve an Asset Coverage Test Breach Notice on the Covered Bond Guarantor (subject to the Bond Trustee having actual knowledge or express notice of the same). The Asset Coverage Test Breach Notice will be revoked if, on or before the first Test Date immediately succeeding the date on which an Asset Coverage Test Breach Notice is served, the Asset Coverage Test (as calculated as of the immediately preceding Calculation Date) is satisfied and neither a Notice to Pay nor a Covered Bond Guarantor Acceleration Notice has been served. See “*Summary of the Principal Documents — Establishment Deed — Asset Coverage Test*”.

If an Asset Coverage Test Breach Notice has been served and has not been revoked:

- (i) the application of Available Revenue Receipts and Available Principal Receipts will be restricted;
- (ii) the Covered Bond Guarantor may sell Selected Loans; and
- (iii) the Issuer will not be permitted to issue any further Series of Covered Bonds.

If an Asset Coverage Test Breach Notice has been served and is not revoked on or before the first Test Date immediately succeeding service of such Asset Coverage Test Breach Notice, then an Issuer Event of Default shall occur and the Bond Trustee shall be entitled (and in certain circumstances may be required), in each case subject to being indemnified, pre-funded and/or secured to its satisfaction, to serve an Issuer Acceleration Notice on the Issuer. Following service of an Issuer Acceleration Notice, the Bond Trustee must serve a Notice to Pay on the Covered Bond Guarantor.

- (n) *Amortisation Test*: Following the service of a Notice to Pay on the Covered Bond Guarantor (but prior to service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor) and, for so long as the Covered Bonds remain outstanding, as of each following Calculation Date, the Amortisation Test Aggregate Loan Amount must be at least equal to the SGD Equivalent of the aggregate outstanding nominal amount of the Covered Bonds as at such date. The Amortisation Test will be carried out by the Cash Manager on or prior to each Test Date following service of a Notice to Pay but prior to service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor (calculated as of the relevant Calculation Date immediately preceding that Test Date). A breach of the Amortisation Test will constitute a Covered Bond Guarantor Event of Default. Following the occurrence of a Covered Bond Guarantor Event of Default, the Bond Trustee shall be entitled (and in certain circumstances may be required), in each case subject to being indemnified, pre-funded and/or secured to its satisfaction, by service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, to accelerate the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee and require all amounts under the Covered Bond Guarantee to become immediately due and payable. Thereafter, the Security Trustee may enforce the Security over the Charged Property.

- (o) *Interest Rate Swap Agreement(s)*: To provide a hedge against possible variances between the interest revenues received by the Covered Bond Guarantor, being primarily linked to the rates of interest payable on the Loans in the Portfolio (which may, for instance, include fixed/floating and/or variable rates of interest), and the interest amounts payable on the Intercompany Loan and (following the service of a Notice to Pay on the Covered Bond Guarantor) the Covered Bond Swap Agreement or, if no Covered Bond Swap is in place, the Covered Bonds, the Covered Bond Guarantor has entered into an Interest Rate Swap Agreement on 16 June 2015 with the Issuer (in its capacity as Interest Rate Swap Provider), and may from time to time enter into an Interest Rate Swap Agreement with any other party as an Interest Rate Swap Provider, and may from time to time enter into an Interest Rate Swap under any such Interest Rate Swap Agreement. If an Interest Rate Swap is entered into under any Interest Rate Swap Agreement, the Covered Bond Guarantor and the Interest Rate Swap Provider shall agree under the terms of such Interest Rate Swap to swap the amount of interest received by the Covered Bond Guarantor in respect of the Loans in the Portfolio (excluding Revenue Receipts received in respect of (i) all Defaulted Loans, (ii) all Loans in respect of which there have been missed payments (unless such missed payments have been remedied or waived or otherwise cured), (iii) all Top-up Loans and (iv) for the avoidance of doubt, those Selected Loans which have been disposed of with effect from such a date) and interest received by the Covered Bond Guarantor on the Transaction Account, including any Authorised Investments and Substitution Assets in exchange for an amount sufficient to pay the interest payable on the Intercompany Loan and, following service of a Notice to Pay on the Covered Bond Guarantor, the amounts payable by the Covered Bond Guarantor under the Covered Bond Swap Agreement or, if no Covered Bond Swap is in place, the Covered Bonds, and plus, in each case, a certain amount for expenses.
- (p) *Covered Bond Swap Agreement*: To provide a hedge against currency and/or interest rate risks in respect of amounts received by the Covered Bond Guarantor under the Loans and the Interest Rate Swap (if any) and amounts payable or that may become payable in respect of its obligations under the Covered Bond Guarantee, the Covered Bond Guarantor has entered into the Covered Bond Swap Agreement with the Covered Bond Swap Provider, and may enter into one or more new schedules and confirmations thereunder for each Series and/or Tranche of Covered Bonds at the time such Covered Bonds are issued. To the extent required by the terms of the Covered Bond Swaps, the Covered Bond Swap Provider and the Covered Bond Guarantor will agree to swap SGD Equivalent amounts into foreign currency amounts reflecting the amounts payable under a relevant Series of Covered Bonds (the “**relevant Series of Covered Bonds**”). No cashflows will be exchanged under the Covered Bond Swap Agreement (and the swaps thereunder will not become effective) unless and until the service of a Notice to Pay on the Covered Bond Guarantor.
- (q) *Hard Bullet Covered Bonds*: Any series of Covered Bonds which are scheduled to be redeemed in full on their relevant Maturity Date without any provision for scheduled redemption other than on the Maturity Date (the “**Hard Bullet Covered Bonds**”).
- (r) *Extendable obligations under the Covered Bond Guarantee*: An Extended Due for Payment Date may be specified as applying in relation to a Series of Covered Bonds in the applicable Pricing Supplement. This means that if the Issuer fails to pay the Final Redemption Amount of the relevant Series of Covered Bonds on the Maturity Date (subject to applicable grace periods) and if the Guaranteed Amounts equal to the Final Redemption Amount of the relevant Series of Covered Bonds are not paid in full by the date falling two Business Days after the expiry of 14 days starting on (and including) the Maturity Date (the “**Extension Determination Date**”) (for example because, following the service of a Notice to Pay on the Covered Bond Guarantor, the Covered Bond Guarantor has insufficient monies available in accordance with the Guarantee Priority of Payments to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount of the relevant Series of Covered Bonds), then payment of the unpaid amount pursuant to the Covered

Bond Guarantee shall be automatically deferred (without a Covered Bond Guarantor Event of Default occurring as a result of such non-payment) and shall be due and payable on the Extended Due for Payment Date (subject to any applicable grace periods). However, any amount representing the Final Redemption Amount due and remaining unpaid on the Extension Determination Date may be paid by the Covered Bond Guarantor on any Interest Payment Date thereafter, up to (and including) the relevant Extended Due for Payment Date. Interest will continue to accrue on any unpaid amount during such extended period and be payable on the Original Due for Payment Date and on the Extended Due for Payment Date in accordance with Condition 4 (*Interest and other Calculations*).

- (s) *Servicing*: In its capacity as Servicer, DBS Bank has entered into the Servicing Agreement with the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Seller, the Assets Trustee and the Security Trustee, pursuant to which the Servicer has agreed to provide administration and management services in respect of the Loans and their Related Security sold by DBS Bank (in its capacity as Seller) to the Covered Bond Guarantor.
- (t) *Regulated Covered Bonds*: The Issuer will issue Covered Bonds under the Programme in accordance with MAS Notice 648.
- (u) *Further Information*: For a more detailed description of the transactions summarised above relating to the Covered Bonds, see, amongst other relevant sections of this Offering Circular, "*Summary of the Programme*", "*Terms and Conditions of the Covered Bonds*", "*Summary of the Principal Documents*", "*Credit Structure including Asset Tests*", "*Cashflows and Priorities of Payments*" and "*The Loans and the Portfolio*".

SUMMARY OF THE PROGRAMME

The following summary does not purport to be complete and is taken from, and is qualified in its entirety by, the remainder of this Offering Circular and, in relation to the terms and conditions of any particular Tranche or Series of Covered Bonds, the applicable Pricing Supplement. Words and expressions defined in "Terms and Conditions of the Covered Bonds" shall have the same meanings in this summary. Other words and expressions used in this summary and not otherwise defined in this summary shall have the meanings ascribed to such words and expressions appearing elsewhere in this Offering Circular. A glossary of certain defined terms is contained at the end of this Offering Circular.

Issuer of Covered Bonds

DBS Bank Ltd. or any of its branches outside Singapore (including, without limitation, DBS Bank Ltd., Hong Kong branch, DBS Bank Ltd., London branch and DBS Bank Ltd., Australia branch) ("**DBS Bank**" or the "**Issuer**"). In relation to each Tranche of Covered Bonds, references to the "**Issuer**" shall mean the Issuer which has concluded, or is negotiating, an agreement with the relevant Dealer(s) to issue or which has issued the Covered Bonds of that Tranche, and the applicable Pricing Supplement will indicate whether DBS Bank is acting through any of its branches outside Singapore, if applicable.

Covered Bond Guarantor

Bayfront Covered Bonds Pte. Ltd., a private limited company incorporated in Singapore (registration number 201509506G). The shares in the Covered Bond Guarantor are held by Intertrust (Singapore) Ltd. on trust for charitable, benevolent or philanthropic purposes. The Covered Bond Guarantor is a special purpose vehicle whose business is to acquire, *inter alia*, Loans and their Related Security from the Seller pursuant to the terms of the Mortgage Sale Agreement and the Declaration of Assets Trust and to guarantee certain payments in respect of the Covered Bonds. The Covered Bond Guarantor will hold the Portfolio and the other Charged Property in accordance with the terms of the Transaction Documents.

The Covered Bond Guarantor has provided a guarantee covering all Guaranteed Amounts when the same shall become Due for Payment, but only following:

- (i) an Issuer Event of Default and the service by the Bond Trustee of an Issuer Acceleration Notice on the Issuer and a Notice to Pay on the Covered Bond Guarantor; or
- (ii) a Covered Bond Guarantor Event of Default and the service by the Bond Trustee of a Covered Bond Guarantor Acceleration Notice on the Issuer and the Covered Bond Guarantor (copied to the Security Trustee).

The obligations of the Covered Bond Guarantor under such guarantee and the other Transaction Documents to which it is a party are secured by the assets from time to time of the Covered Bond Guarantor and recourse against the Covered Bond Guarantor is limited to such assets.

Covered Bond Guarantee Beneficiary	The Covered Bond Guarantor as beneficiary of the Assets Trust.
Assets Trustee	DBS Bank, as trustee of the Assets Trust.
Seller	DBS Bank, which is in the business of originating and acquiring residential mortgage loans and conducting other banking-related activities.
Servicer	Pursuant to the terms of the Servicing Agreement, DBS Bank has been appointed to service, on behalf of the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Assets Trustee, the Loans and their Related Security sold by the Seller.
Cash Manager	DBS Bank has been appointed, <i>inter alia</i> , to provide cash management services to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Assets Trustee and to monitor compliance by the Covered Bond Guarantor with the Asset Coverage Test and the Amortisation Test pursuant to the terms of the Cash Management Agreement.
Intercompany Loan Provider	DBS Bank.
Ancillary Intercompany Loan Provider	DBS Bank.
Subordinated Loan Provider	DBS Bank.
Paying Agent	The Bank of New York Mellon, London Branch in respect of each Series of Covered Bonds (other than Covered Bonds cleared through the CMU (“ CMU Covered Bonds ”), Covered Bonds cleared through the CDP (“ CDP Covered Bonds ”) and Covered Bonds cleared through the DTC (“ DTC Covered Bonds ”).
CDP Paying Agent	The Bank of New York Mellon, Singapore Branch in respect of each Series of CDP Covered Bonds.
CMU Lodging and Paying Agent	The Bank of New York Mellon, Hong Kong Branch in respect of each Series of CMU Covered Bonds.
DTC Paying Agent	The Bank of New York Mellon in respect of each Series of DTC Covered Bonds.
Calculation Agent	The Bank of New York Mellon, London Branch, The Bank of New York Mellon, Singapore Branch, The Bank of New York Mellon, Hong Kong Branch or The Bank of New York Mellon, as applicable or any other entity appointed by the Issuer as indicated in the applicable Pricing Supplement.
Issuing and Paying Agent	The Bank of New York Mellon, London Branch in respect of each Series of Covered Bonds (other than CMU Covered Bonds, CDP Covered Bonds and DTC Covered Bonds), The Bank of New York Mellon, Singapore Branch in respect of each Series of CDP Covered Bonds, The Bank of New York Mellon, Hong Kong Branch in respect of each Series of CMU Covered Bonds and The Bank of New York Mellon in respect of each Series of DTC Covered Bonds as Issuing and Paying Agent under the Agency Agreement (or such other Issuing and Paying Agent as may be appointed from time to time under the Agency Agreement).

Exchange Agent	The Bank of New York Mellon in respect of each Series of DTC Covered Bonds.
Transfer Agent	The Bank of New York Mellon SA/NV, Luxembourg Branch in respect of each Series of Covered Bonds (other than CMU Covered Bonds, CDP Covered Bonds and DTC Covered Bonds), The Bank of New York Mellon, Singapore Branch in respect of each Series of CDP Covered Bonds, The Bank of New York Mellon, Hong Kong Branch in respect of each Series of CMU Covered Bonds and The Bank of New York Mellon in respect of each Series of DTC Covered Bonds.
Registrar	<p>The Bank of New York Mellon SA/NV, Luxembourg Branch in respect of each Series of Covered Bonds (other than CMU Covered Bonds, CDP Covered Bonds and DTC Covered Bonds), The Bank of New York Mellon, Singapore Branch in respect of each Series of CDP Covered Bonds, The Bank of New York Mellon, Hong Kong Branch in respect of each Series of CMU Covered Bonds and The Bank of New York Mellon in respect of each Series of DTC Covered Bonds.</p> <p>The Issuing and Paying Agent, the Calculation Agent, the Exchange Agent, the CDP Paying Agent, the CMU Lodging and Paying Agent, the DTC Paying Agent, the Transfer Agent, the Paying Agent, other Paying Agent or Agents and the Registrar as may be appointed from time to time are together referred to as the “Agents”.</p>
Bond Trustee	The Bank of New York Mellon, London Branch has been appointed to act as Bond Trustee on behalf of the Covered Bondholders in respect of the Covered Bonds and holds the benefit of, <i>inter alia</i> , the Covered Bond Guarantee on behalf of the Covered Bondholders pursuant to the terms of the Trust Deed.
Security Trustee	The Bank of New York Mellon, Singapore Branch has been appointed to act as Security Trustee to hold the benefit of the security granted by the Covered Bond Guarantor to the Security Trustee (for itself, the Bond Trustee (for itself and on behalf of the Covered Bondholders) and other Secured Creditors) under the Deeds of Charge.
Asset Monitor	PricewaterhouseCoopers LLP (or such other replacement Asset Monitor appointed from time to time) appointed in accordance with the terms of the Asset Monitor Agreement as an independent monitor to perform tests in respect of the Asset Coverage Test and the Amortisation Test when required.
Covered Bond Swap Providers	Each swap provider which agrees to act as Covered Bond Swap Provider to the Covered Bond Guarantor to hedge certain currency and/or interest rate risks in respect of amounts received by the Covered Bond Guarantor under the Loans and the Interest Rate Swap (if any) and amounts payable or that may become payable in respect of its obligations under the Covered Bond Guarantee by entering into the Covered Bond Swaps with the Covered Bond Guarantor under the Covered Bond Swap Agreement. No cashflows will be exchanged under the Covered Bond Swap Agreement (and

	<p>the swaps thereunder will not become effective) unless and until the service of a Notice to Pay on the Covered Bond Guarantor. A Covered Bond Swap Provider will be required to obtain a guarantee of its obligations or put in place some other arrangement in the event that its ratings cease to meet certain specified levels.</p>
Interest Rate Swap Provider	<p>DBS Bank (in its capacity as Interest Rate Swap Provider) has agreed that it may at its discretion act as a swap provider to the Covered Bond Guarantor to hedge possible variances between the interest revenues received by the Covered Bond Guarantor, the interest amounts payable on the Intercompany Loan and (if applicable) the Covered Bond Swap Agreement or the Covered Bonds by entering into an Interest Rate Swap with the Covered Bond Guarantor under an Interest Rate Swap Agreement. The Interest Rate Swap Provider (if any) will be required to obtain a guarantee of its obligations or put in place some other arrangement in the event that its ratings cease to meet certain specified levels.</p>
Account Bank	<p>DBS Bank has agreed to act as Account Bank to the Covered Bond Guarantor pursuant to the terms of the Bank Account Agreement.</p>
Corporate Services Provider	<p>Intertrust Singapore Corporate Services Pte. Ltd. (UEN/Company Registration No. 198702411W) has been appointed to provide certain corporate services to the Covered Bond Guarantor, pursuant to the Corporate Services Agreement.</p>
Description	<p>Global Covered Bond Programme.</p>
Programme Limit	<p>Up to USD 10,000,000,000 (or its equivalent in other currencies at the date of issue) aggregate nominal amount of Covered Bonds outstanding at any one time. The Issuer may increase this amount in accordance with the terms of the Programme Agreement.</p>
Sole Arranger and Programme Dealer	<p>DBS Bank.</p> <p>The Issuer may from time to time terminate the appointment of any dealer under the Programme or appoint additional dealers either in respect of one or more Tranches or in respect of the whole Programme. References in this Offering Circular to “Programme Dealers” are to DBS Bank Ltd. and to such additional persons that are appointed as dealers in respect of the whole Programme (and whose appointment has not been terminated) and references to “Dealers” are to all Programme Dealers and all persons appointed as a dealer in respect of one or more Tranches. The Covered Bonds may be offered from time to time by the Issuer through the Dealers. The Issuer may sell Covered Bonds to the Dealers acting as principals for resale to investors or other purchasers and the Issuer may also sell Covered Bonds directly to investors. Covered Bonds may be distributed on a syndicated or non-syndicated basis. See “<i>Subscription and Sale</i>”.</p>
Currencies	<p>Subject to compliance with all relevant laws, regulations and directives, Covered Bonds may be issued in U.S. dollars, EUR, Sterling, Swiss francs, Hong Kong dollars, Singapore dollars,</p>

Japanese yen, Renminbi, AUD or in such other currencies as may be agreed.

Renminbi Fallback

If by reason of inconvertibility, non-transferability or illiquidity, the Issuer is not, in its sole and absolute discretion, able to satisfy payments of principal or interest in respect of the Covered Bonds when due in Renminbi, the Issuer may settle such payment in U.S. dollars (other than in the case of CDP Covered Bonds and DTC Covered Bonds) or in Singapore dollars (in the case of CDP Covered Bonds).

Denomination

Definitive Covered Bonds will be in denominations as may be specified in the applicable Pricing Supplement (the “**Specified Denomination**”), save that unless otherwise permitted by then current laws and regulations, Covered Bonds (including Covered Bonds denominated in Sterling) which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of Section 19 of the Financial Services and Markets Act 2000 (the “**FSMA**”) will have a minimum Specified Denomination of GBP 100,000 (or its equivalent in other currencies) and the minimum denomination of each Covered Bond to be sold in the United States in reliance on Rule 144A shall be USD 200,000 (or its equivalent in other currencies) and integral multiples of USD 1,000 (or its equivalent in other currencies) in excess thereof, subject to compliance with all legal and/or regulatory requirements applicable to the relevant currency.

The minimum Specified Denomination of each Covered Bond admitted to trading on a regulated market within the EEA or in the UK or offered to the public in an EEA State or in the UK in circumstances which require the publication of a prospectus under Regulation (EU) 2017/1129 (as amended or superseded, the “**Prospectus Regulation**”) will be EUR 100,000 (or, if the Covered Bonds are denominated in a currency other than Euro, the equivalent amount in such currency at the date of issue of the Covered Bonds).

Form of Covered Bonds

The Covered Bonds may be issued in bearer form or in registered form only. Registered Covered Bonds will not be exchangeable for Bearer Covered Bonds and *vice versa*.

Each Tranche of Covered Bonds in bearer form will be represented on issue by a Temporary Global Covered Bond or a Permanent Global Covered Bond, as specified in the applicable Pricing Supplement. Each Global Covered Bond will be deposited on or around the relevant issue date with a common depositary or sub-custodian for Euroclear, Clearstream, Luxembourg and/or as the case may be, the CMU, the CDP, the DTC and/or any other relevant clearing system. Interests in Temporary Global Covered Bonds generally will be exchangeable for interests in Permanent Global Covered Bonds, or, if so stated in the applicable Pricing Supplement, Definitive Covered Bonds, after the date falling 40 days after the later of the commencement of the offering and the relevant issue date of such Tranche, upon certification as to non-U.S. beneficial ownership.

	<p>Interests in Permanent Global Covered Bonds will be exchangeable for Definitive Covered Bonds in whole but not in part (see “<i>Summary of Provisions Relating to the Covered Bonds while in Global Form</i>”).</p> <p>Registered Covered Bonds will be represented by Certificates, one Certificate being issued in respect of each Covered Bondholder’s entire holding of Registered Covered Bonds of one Series. Certificates representing Registered Covered Bonds that are registered in the name of a nominee or a nominee of the common depository (as applicable) for one or more clearing systems are referred to as “Global Certificates”. Registered Covered Bonds sold in an “offshore transaction” within the meaning of Regulation S will initially be represented by an Unrestricted Global Certificate. Registered Covered Bonds sold to QIBs within the meaning of Rule 144A in the United States in reliance on Rule 144A will initially be represented by a Restricted Global Certificate.</p>
Clearing Systems	<p>Euroclear, Clearstream, the CMU and/or CDP for Bearer Covered Bonds and Euroclear, Clearstream, the CMU, CDP and/or DTC for Registered Covered Bonds, the Austraclear System for Australian Covered Bonds and, in relation to any Tranche, such other clearing system as agreed.</p>
Maturities	<p>Subject to compliance with all relevant laws, regulations and directives, the Covered Bonds may have any maturity that is one month or greater.</p>
Method of Issue	<p>Covered Bonds may be distributed by way of private placement on a syndicated or non-syndicated basis.</p> <p>The Covered Bonds will be issued in series (each a “Series”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest and their issue price), the Covered Bonds of each Series being intended to be interchangeable with all other Covered Bonds of that Series. Each Series may be issued in tranches (each a “Tranche”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a pricing supplement to this Offering Circular (a “Pricing Supplement”).</p>
Issue Price	<p>Covered Bonds may be issued on a fully-paid or a partly-paid basis and at an issue price which is at par or at a discount to, or premium over, par.</p>
Fixed Rate Covered Bonds	<p>Fixed Rate Covered Bonds will bear interest, payable in arrear on such day(s) as may be agreed (as specified in the applicable Pricing Supplement).</p>
Floating Rate Covered Bonds	<p>Floating Rate Covered Bonds will bear interest determined separately for each Series as follows:</p> <ul style="list-style-type: none"> (i) on the same basis as the floating rate under a notional interest rate swap transaction in the relevant Specified Currency

governed by an agreement incorporating the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc.; or

- (ii) by reference to EURIBOR, HIBOR, SONIA Benchmark, SOFR Benchmark or SORA Benchmark (or such other benchmark as may be specified in the applicable Pricing Supplement) as adjusted for any applicable margin.

Interest periods will be specified in the applicable Pricing Supplement.

Zero Coupon Covered Bonds

Zero Coupon Covered Bonds may be issued at their nominal amount or at a discount to it and will not bear interest.

Other Covered Bonds

Terms applicable to any other type of Covered Bonds which the Issuer may agree to issue under the Programme will be set out in the applicable Pricing Supplement.

Change of Interest Basis

Covered Bonds may be converted from one interest basis to another in the manner set out in the applicable Pricing Supplement.

Redemption

The applicable Pricing Supplement will indicate either that the Covered Bonds cannot be redeemed prior to their stated maturity (other than in specified instalments, if applicable, or for taxation reasons or if it becomes unlawful for any Advance to remain outstanding or following an Issuer Event of Default or a Covered Bond Guarantor Event of Default) or that such Covered Bonds will be redeemable at the option of the Issuer and/or the Covered Bondholders upon giving notice to the Covered Bondholders or the Issuer, as the case may be, on a date or dates specified prior to such stated maturity and at a price or prices and on such terms as are indicated in the applicable Pricing Supplement.

The applicable Pricing Supplement may provide that Covered Bonds may be redeemable in two or more instalments in such amounts and on such dates as indicated therein.

The applicable Pricing Supplement will specify the basis for calculating the redemption amounts payable.

Extendable Obligations under the Covered Bond Guarantee

The applicable Pricing Supplement may also provide that the Covered Bond Guarantor's obligations under the Covered Bond Guarantee to pay the Guaranteed Amounts corresponding to the Final Redemption Amount of the applicable Series of Covered Bonds on their Maturity Date (subject to applicable grace periods) may be deferred until the Extended Due for Payment Date. In such case, such deferral will occur automatically if the Issuer fails to pay the Final Redemption Amount of the relevant Series of Covered Bonds on their Maturity Date (subject to applicable grace periods) and if the Guaranteed Amounts equal to the Final Redemption Amount in respect of such Series of Covered Bonds are not paid in full by the Covered Bond Guarantor by the Extension Determination Date (for example, because the Covered Bond Guarantor has insufficient monies to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of the relevant Series of Covered Bonds after payment of higher ranking amounts and taking

into account amounts ranking *pari passu* in the Guarantee Priority of Payments). To the extent that the Covered Bond Guarantor has received a Notice to Pay in sufficient time and has sufficient monies to pay in part the Final Redemption Amount, such partial payment shall be made by the Covered Bond Guarantor on any Interest Payment Date up to and including the relevant Extended Due for Payment Date as described in Condition 5(a). Interest will continue to accrue and be payable on the unpaid amount up to the Extended Due for Payment Date in accordance with Condition 4 (*Interest and other Calculations*) and the Covered Bond Guarantor will make payments of Guaranteed Amounts constituting Scheduled Interest on each relevant Due for Payment Date and Extended Due for Payment Date. The Extended Due for Payment Date if applicable in respect of a Series of Covered Bonds will be specified in the applicable Pricing Supplement.

Withholding Tax

All payments of principal and interest in respect of the Covered Bonds, the Receipts and the Coupons will be made free and clear of withholding taxes of:

- (i) Singapore or, if different, any other jurisdiction in which the Issuer is tax resident;
- (ii) in the case of Covered Bonds issued from DBS Bank's London branch, the UK;
- (iii) in the case of Covered Bonds issued from DBS Bank's Hong Kong branch, Hong Kong; and
- (iv) in the case of Covered Bonds issued from DBS Bank's Australia branch, Australia,

unless required by law.

In that event, the Issuer shall pay such additional amounts as shall result in receipt by the Covered Bondholders, the Receiptholders or the Couponholders (after the withholding or deduction) of such amount as would have been received by them in the absence of the withholding or deduction, subject to customary exceptions. Under the Covered Bond Guarantee, the Covered Bond Guarantor will not be obliged to pay any such additional amounts payable by the Issuer.

The Issuer or the Covered Bond Guarantor will not be obliged to pay any additional amount in respect of deductions or withholdings arising under or in connection with FATCA.

Status of the Covered Bonds

The Covered Bonds will constitute direct, unsecured and unsubordinated obligations of the Issuer.

Covered Bond Guarantee

Payment of Guaranteed Amounts in respect of the Covered Bonds when Due for Payment will be irrevocably guaranteed by the Covered Bond Guarantor. The obligations of the Covered Bond Guarantor to make payment in respect of the Guaranteed Amounts when Due for Payment are subject to the condition that:

- (a) an Issuer Event of Default occurs, an Issuer Acceleration Notice is served by the Bond Trustee on the Issuer and a Notice to Pay is served by the Bond Trustee on the Covered Bond Guarantor; or

	<p>(b) a Covered Bond Guarantor Event of Default occurs and a Covered Bond Guarantor Acceleration Notice is served by the Bond Trustee on the Issuer and the Covered Bond Guarantor (copied to the Security Trustee). The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee will accelerate against the Covered Bond Guarantor upon the service of a Covered Bond Guarantor Acceleration Notice.</p> <p>The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee constitute direct obligations of the Covered Bond Guarantor secured against the assets from time to time of the Covered Bond Guarantor and recourse against the Covered Bond Guarantor is limited to such assets.</p>
Negative Pledge	None.
Cross Default	If a Covered Bond Guarantor Acceleration Notice is served in respect of any Series of Covered Bonds, then the obligation of the Covered Bond Guarantor to pay Guaranteed Amounts in respect of all Series of Covered Bonds outstanding will be accelerated.
Issuer Events of Default	As set out in Condition 9(a).
Covered Bond Guarantor Events of Default	As set out in Condition 9(b).
Rating	Each Tranche of Covered Bonds issued under the Programme may be rated or unrated. When a Tranche of Covered Bonds is rated, its rating will not necessarily be the same as the rating applicable to the Programme. A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension, revision, downgrade or withdrawal at any time by the assigning rating agency.
Listing	<p>Application has been made for Covered Bonds issued under the Programme which are agreed at the time of issue to be so listed, to be listed on the SGX-ST. For so long as any Covered Bonds are listed on the SGX-ST and the rules of the SGX-ST so require, such Covered Bonds will be traded on the SGX-ST in a minimum board lot size of SGD 200,000 (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time. The Covered Bonds may also be listed on such other or further stock exchange(s) as may be agreed in relation to each Series.</p> <p>Unlisted Covered Bonds may also be issued.</p>
Covered Bonds Regulation	The Issuer will issue Covered Bonds under the Programme in accordance with MAS Notice 648.
Governing Law	<p>English law: Covered Bonds (other than Australian Covered Bonds), Trust Deed (including the Covered Bond Guarantee), Programme Agreement, Agency Agreement, Swap Agreements and English Security Trust Deed (save that defined terms incorporated by reference from the Master Definitions Agreement shall be governed by and construed in accordance with Singapore law).</p> <p>Australian law (New South Wales): Australian Covered Bonds and the Australian Deed Poll.</p>

Selling Restrictions

Singapore law: All Transaction Documents other than those specified as being governed by English law or Australian law above.

United States, EEA, the UK, Hong Kong, Japan, Singapore, Australia, Indonesia, Taiwan, Canada and other restrictions as may be required in connection with a particular issue of Covered Bonds. See “*Subscription and Sale*” and any additional selling and transfer restrictions set out in the applicable Pricing Supplement.

Bearer Covered Bonds will be issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”)) (“**TEFRA D**”) unless:

- (i) the applicable Pricing Supplement states that Covered Bonds are issued in compliance with U.S. Treas. Reg. §1.163-5(c)(2)(i)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (“**TEFRA C**”); or
- (ii) the Covered Bonds are issued other than in compliance with TEFRA D or TEFRA C but in circumstances in which the Covered Bonds will not constitute “registration required obligations” under the United States Tax Equity and Fiscal Responsibility Act of 1982 (“**TEFRA**”), which circumstances will be referred to in the applicable Pricing Supplement as a transaction to which TEFRA is not applicable.

Transfer Restrictions

There are restrictions on the transfer of Covered Bonds sold pursuant to Regulation S prior to the expiration of the relevant distribution compliance period and on the transfer of Registered Covered Bonds sold pursuant to Rule 144A. See “*Transfer Restrictions*”.

ERISA Considerations

Unless otherwise provided in the applicable Pricing Supplement, the Covered Bonds may be purchased and held by an employee benefit plan or other plan subject to Title I of the Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”), or Section 4975 of the Code or by an entity whose underlying assets are deemed for purposes of ERISA or Section 4975 of the Code to include “plan assets” by reason of such plan’s investment in the entity (such plans and entities collectively referred to as “**Plans**”). Each purchaser and transferee of a Covered Bond will be deemed to have represented and agreed by its acquisition and holding of the Covered Bond (or any interest therein) either (i) it is not a Plan or a governmental, church, non-United States or other employee benefit plan that is subject to a U.S. federal, state or local law, or non-U.S. law, that is substantially similar to Section 406 of ERISA or Section 4975 of the Code (“**Similar Law**”), or (ii) its acquisition, holding and disposition of the Covered Bonds (or any interest therein) does not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code, or in the case of a governmental, church, non-United States

or other employee benefit plan, a violation of any applicable Similar Law. See “*ERISA and Certain Other Considerations*”.

Risk Factors

There are certain risks related to any issue of Covered Bonds under the Programme, which investors should ensure they fully understand, a non-exhaustive summary of which is set out under “Risk Factors”.

N-Bonds

The Issuer may from time to time consider issuing German law governed registered bonds (*Namenschuldverschreibungen*) (“**N-Bonds**”) which would rank *pari passu* among themselves and with all Covered Bonds issued under the Programme. Certain amendments to the Transaction Documents would be needed to facilitate this.

SUMMARY CONSOLIDATED FINANCIAL INFORMATION

The following table presents selected consolidated financial information for the DBS Bank Group which has been extracted or derived from the audited consolidated financial statements of the DBS Bank Group for the years ended 31 December 2021, 2020 and 2019. Such presentation differs in certain respects from the DBS Bank Group's audited consolidated financial statements and from SFRS(I). The following information should be read in conjunction with the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 and the related notes thereto, which are set forth beginning on page F-2 of this Offering Circular and the audited consolidated financial statements as at and for the years ended 31 December 2020 and 2019 and the related notes thereto which are incorporated by reference in this Offering Circular, and the sections entitled "Management's Discussion and Analysis of Financial Condition and Results of Operations of the DBS Bank Group" and "Description of the Assets and Liabilities of the DBS Bank Group" included herein. The audited consolidated financial statements of the DBS Bank Group are prepared in accordance with the SFRS(I). These financial statements differ in certain material respects from U.S. GAAP. Investors should consult their own professional advisers for an understanding of the differences between SFRS(I) and U.S. GAAP and the generally accepted accounting principles of other jurisdictions and how those differences might affect the financial information contained in this Offering Circular.

	For the years ended 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Selected income statement items			
Net interest income	9,696	9,101	8,435
Net fee and commission income	3,053	3,061	3,526
Other non-interest income	1,856	2,441	2,316
Total income.....	14,605	14,603	14,277
Total expenses.....	6,248	6,148	6,455
Profit before allowances.....	8,357	8,455	7,822
Allowances for credit and other losses	703	3,066	52
Profit before tax.....	7,654	5,389	7,770
Net profit.....	6,471	4,754	6,777
One-time items ⁽¹⁾	-	-	4
Net profit including one-time items	6,471	4,754	6,781

Note:

- (1) The one-time items in 2021 relate to gain recognised on completion of Shenzhen Rural Commercial Bank acquisition; as well as a Corporate Social Responsibility commitment to DBS Foundation and other charitable causes.

**As at and for the years ended
31 December**

	2019	2020	2021
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In SGD millions, except percentages

Selected balance sheet items

Customer loans	357,884	371,171	408,993
Total assets	578,922	650,806	686,731
Customer deposits	404,289	464,850	501,959
Total liabilities	525,811	594,847	628,331
Shareholders' funds	52,151	54,983	57,235

Key financial ratios (excluding one-time items)⁽¹⁾

Return on assets ⁽²⁾	1.14%	0.75%	1.02%
Cost-to-income ratio ⁽³⁾	42.8%	42.1%	45.2%
Net interest margin ⁽⁴⁾	1.90%	1.63%	1.45%
As % of total income:			
Net interest income	66.4%	62.3%	59.1%
Non-interest income	33.6%	37.7%	40.9%
Customer NPL ⁽⁵⁾ as % of gross customer loans and advances	1.5%	1.6%	1.3%
Total NPAs ⁽⁶⁾ as % of total assets	1.0%	1.0%	0.9%
Total cumulative loss allowances (including RLAR) ⁽⁷⁾ as % of:			
Total assets	0.9%	1.1%	1.0%
Total NPAs	94%	110%	116%
CAR			
CET1 ratio	14.0%	13.8%	14.3%
Tier 1 ratio	15.1%	15.1%	15.0%
Total capital ratio	16.9%	16.9%	17.0%

Notes:

(1) These key financial ratios are not standard measures under SFRS(I) or U.S. GAAP.

(2) Net profit attributable to shareholders divided by average total assets.

(3) Expenses expressed as a percentage of total income.

(4) Net interest income expressed as a percentage of average interest-earning assets.

(5) Based on customer loans and advances that have been classified in accordance with the MAS guidelines.

- (6) Based on customer loans and advances, loans to banks, debt securities and contingent liabilities that have been classified in accordance with the MAS guidelines.
- (7) Allowances refer to Stage 1, Stage 2 and Stage 3 expected credit loss, and also include regulatory loss allowance reserves ("**RLAR**") of SGD 404 million as at 31 December 2019. RLAR was nil as at 31 December 2020 and 31 December 2021.

RISK FACTORS

Each of the Issuer and the Covered Bond Guarantor believes that the following factors may affect its business (as applicable) and/or its ability to fulfil its obligations under the Covered Bonds issued under the Programme. All of these factors are contingencies which may or may not occur and neither the Issuer, nor the Covered Bond Guarantor, is in a position to express a view on the likelihood of any such contingency occurring.

Prospective investors should carefully consider, among other things, the risks described below, as well as the other information contained in this Offering Circular and reach their own views prior to making an investment decision. Any of the following risks could materially and adversely affect the DBS Bank Group's or the Covered Bond Guarantor's business, financial condition or results of operations and, as a result, investors could lose all or part of their investment. The risks below are not the only risks the DBS Bank Group or the Covered Bond Guarantor face. Additional risks and uncertainties not currently known to the DBS Bank Group or the Covered Bond Guarantor, or that they currently deem to be immaterial, may also materially and adversely affect the DBS Bank Group's or the Covered Bond Guarantor's business, financial condition or results of operations.

Risks Relating to the Issuer

The Issuer is liable to make payments when due on the Covered Bonds.

The Issuer is liable to make payments when due on the Covered Bonds issued by it. The obligations of the Issuer under the Covered Bonds are direct, unsecured and unsubordinated obligations, ranking *pari passu* without any preference amongst themselves and (subject to applicable law) equally with its other direct, unsecured and unsubordinated obligations (save for any obligations to be preferred by law).

The obligations of the Covered Bond Guarantor under the Covered Bond Guarantee will be secured by the Security created under the Deeds of Charge. However, the Covered Bond Guarantor has no obligation to pay the Guaranteed Amounts payable under the Covered Bond Guarantee until the occurrence of an Issuer Event of Default, service by the Bond Trustee on the Issuer of an Issuer Acceleration Notice and on the Covered Bond Guarantor of a Notice to Pay or, following the occurrence of a Covered Bond Guarantor Event of Default and service by the Bond Trustee of a Covered Bond Guarantor Acceleration Notice on the Issuer and the Covered Bond Guarantor (copied to the Security Trustee). The occurrence of an Issuer Event of Default does not constitute a Covered Bond Guarantor Event of Default. However, failure by the Covered Bond Guarantor to pay amounts when Due for Payment under the Covered Bond Guarantee would constitute a Covered Bond Guarantor Event of Default, which would entitle the Bond Trustee to accelerate the obligations of the Issuer under the Covered Bonds (if they have not already become due and payable) and the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee and require the Security Trustee to enforce the Security.

Risks Relating to the DBS Bank Group

A global or regional financial crisis or financial instability in the countries where the DBS Bank Group does business could adversely affect its operations, asset quality and growth.

Several major events and developments in recent times have significant implications for the world and the DBS Bank Group. First, the COVID-19 pandemic has exposed the risks of sudden stoppages of economies and supply chain disruptions as well as high dependency on Chinese manufacturing. Post-COVID-19, there will be more pressures to re-shore certain manufacturing activities and ensure self-sufficiency while putting more emphasis on diversification of the production bases away from China. In addition, the emergence of new COVID-19 variants could lead to resurgence in infection rates and re-imposition of tight border control and restrictions on movement and economic activities, posing further economic growth risk.

Moreover, the continuation of zero-COVID strategies by China and Hong Kong have also weighed on their economic recovery at a time when other major countries are lowering their restrictions and learning to live with the virus. Second, tensions between the U.S. and China could re-escalate in the areas of data and technology security, as well as human rights accusations, particularly as the U.S. and China head towards the mid-term elections and 20th Party Congress respectively in Q4 2022. Third, with the world entering a third year of the pandemic in 2022, the end of the moratorium on loan repayments and reduction of government's fiscal stimulus plans could expose bad loans and asset quality on banks' balance sheets, although this has been modest thus far. Fourth, normalisation of monetary policies, such as the tapering of asset purchase and interest rate hikes, have also started in various parts of the world and if mis-calibrated, could have adverse implications to economic growth. Fifth, financial market volatility and increased economic uncertainty may arise due to specific country-related factors, for example the Chinese government is further fine-tuning its regulatory oversight on specific sectors (such as property and platform technology companies) and reining in debt growth even as it attempts to stabilise economic growth. To the extent that uncertainty regarding the economic outlook is heightened and starts to negatively impact consumer confidence and consumer credit factors globally or regionally, the DBS Bank Group's business, financial condition and results of operations could be significantly and adversely affected. Lastly, a material escalation in geopolitical risks such as a protracted Russia-Ukraine conflict and rising tensions in the Indo-pacific regions (including between China and Taiwan) could result in global economic slowdown, higher inflation, financial market volatilities and capital flight from emerging markets.

Investors should be aware that there is a recent history of financial crises and boom-bust cycles in multiple markets in both emerging and developed economies which leads to risks for all financial institutions, including the DBS Bank Group. The 2008 global financial crisis affected the DBS Bank Group through an increase in NPLs and mark-downs in other assets. While the DBS Bank Group did not experience the same degree of write-downs as banks that were exposed to, or invested in, the U.S. residential mortgage market, the widening of credit spreads resulted in mark-to-market and realised losses on its investment and derivative portfolios and adversely affected its profitability. In addition, the DBS Bank Group remains subject to the indirect economic effect of any potential tightening in global credit conditions, some of which cannot be anticipated and the vast majority of which are not under its control. The DBS Bank Group also remains subject to counterparty risk arising from financial institutions that can fail or are otherwise unable to meet their obligations under their contractual commitment to the DBS Bank Group.

On a geographical basis, the DBS Bank Group's performance and the quality and growth of its assets are substantially dependent on the health of its primary markets in China, Hong Kong, India, Indonesia, Singapore and Taiwan. In particular, Singapore, the home country of the DBS Bank Group, is highly dependent on external trade and investment, and is exposed to economic and market conditions in other countries in light of the interconnectivity between Singapore's economy and the rest of the world. If there is another global or regional financial crisis or a severe economic downturn in the DBS Bank Group's primary markets, this would likely have a material adverse effect on the DBS Bank Group's business, financial condition or results of operations. This would result in lower demand for credit and other financial products and services, and higher defaults among corporate and retail customers, which could adversely affect the DBS Bank Group's business, financial performance, shareholders' equity, ability to implement its strategy and the price of the Covered Bonds.

Any substantial increase in NPAs may impair the DBS Bank Group's business, financial condition and results of operations.

Various factors such as a rise in unemployment, a sustained rise in interest rates, negative developments in the economies and/or the sectors in which the DBS Bank Group lends money, movements in global commodities markets and exchange rates, global competition and political and economic developments in key economies, as well as the continued spread of COVID-19, could have a material adverse effect on the quality of the DBS Bank Group's loan portfolio. Some borrowers and counterparties may not be able to meet their financial obligations and this may result in loans being classified as non-performing assets.

Adverse changes in the credit quality of the DBS Bank Group's borrowers and counterparties or adverse changes arising from a deterioration in global, regional and sectoral economic conditions or asset values may lead to an increase in NPAs in the future and require an increase in the DBS Bank Group's level of allowances for credit and other losses or increase the level of asset write-downs or write-offs experienced by the DBS Bank Group. For example, the ongoing effects as a consequence of the COVID-19 outbreak could have an adverse impact on housing prices and values in Singapore. Although the DBS Bank Group devotes considerable resources to managing these risks, many of the factors affecting borrower and counterparty credit risks are exogenous to the DBS Bank Group. A substantial increase in NPAs may have a material adverse effect on the DBS Bank Group's business, financial condition and results of operations. See further "*Risk Management – Non-Performing Assets*" for details on the NPAs of the DBS Bank Group.

A decline in collateral values or inability to realise collateral value may increase the DBS Bank Group's allowances for credit and other losses.

Adverse changes in the credit quality of the DBS Bank Group's borrowers and counterparties or adverse changes arising from a deterioration in global, regional and sectoral economic conditions or asset values could reduce the recoverability and/or the value of the DBS Bank Group's assets. For example, during the course of 2020 and through to 2021, to help ease the financial strain on individuals and SMEs caused by the COVID-19 pandemic, the MAS, the Association of Banks in Singapore and the Finance Houses Association of Singapore announced several support measures for individuals and SMEs on certain deferrals of interest and principal payments on eligible loans. Several of these support measures have ended, while others are being tapered and due to end in the course of 2022. See further "*Regulation and Supervision – The Regulatory Environment – Other Special Financial Relief Programmes*" for more details on the support measures. Additionally, a significant portion of the DBS Bank Group's loan portfolio is secured by real estate. In the event of a decline in the real estate markets, a portion of the DBS Bank Group's loans may exceed the value of the underlying collateral. Any decline in the value of the collateral securing the DBS Bank Group's loans, inability to obtain additional collateral or inability to realise the value of collateral may require the DBS Bank Group to increase its allowances for credit and other losses, which may adversely affect the DBS Bank Group's business, financial condition and results of operations.

Liquidity shortfalls and credit rating downgrades may increase the DBS Bank Group's cost of funds.

Most of the DBS Bank Group's funding requirements are met through a combination of funding sources, primarily in the form of deposit-taking activities. As a portion of the DBS Bank Group's assets have long-term maturities, funding mismatches may occur. A significant portion of the DBS Bank Group's non-bank customer deposits had current maturities of one year or less or were payable on demand. Such deposits are mainly demand deposits from savings and current accounts, or fixed deposits. The DBS Bank Group's deposits are well diversified across customers. However, no assurance can be given that large-scale deposit withdrawals will not occur. In circumstances where a substantial number of depositors, within or outside Singapore and Hong Kong, withdraw such funds from the DBS Bank Group, the DBS Bank Group's liquidity position could be materially and adversely affected. In such a situation, the DBS Bank Group could be required to seek short-term and long-term funds to finance its operations. Any such funding may be only obtainable on terms that are more expensive than the DBS Bank Group's current funding sources which may adversely affect the DBS Bank Group's business, financial condition and results of operations.

The DBS Bank Group's credit ratings also play an important role in determining the extent of its access to the capital and funding markets. DBS Bank has received long-term issuer ratings of "AA-" from Fitch, "Aa1" from Moody's and "AA-" from Standard & Poor's. DBS Bank's credit ratings have stable outlooks from Fitch, Moody's and Standard & Poor's. There can be no assurance that the ratings will remain in effect for any given period or that the ratings will not be revised by the rating agencies for the criteria or methodology by which such rating agencies determine such ratings be updated, changed or

otherwise revised in the future, if, in their judgment, circumstances so warrant. A credit ratings downgrade could adversely affect the volume and pricing of the DBS Bank Group's funding.

The value of certain financial instruments recorded at fair value may change over time.

The fair values of financial instruments traded in active markets are based on quoted market prices at the balance sheet date. If the market for a financial instrument is not active, the DBS Bank Group establishes fair value by using valuation techniques. These may include the use of recent arm's length transactions, reference to other instruments that are substantially similar, discounted cash flow analysis and option pricing models. In inactive markets, fair values, or market parameters used with internally developed models to derive fair values, may also be kept unchanged. Valuation reserves may be applied to the valuation of the financial instruments, where appropriate.

The valuation of the majority of the DBS Bank Group's financial instruments reported at fair value is based on quoted and observable market prices or on internally developed models that are based on independently sourced market parameters, including interest rates, option volatilities and currency rates. Other factors such as model assumptions, market disruptions/dislocations and unexpected correlation shifts can materially affect these estimates and the resulting fair value estimates.

The DBS Bank Group's operations in, and further expansion into, diverse markets in and outside of Asia present different risks and challenges which may adversely affect the DBS Bank Group's results of operations.

Outside of Singapore and Hong Kong, the DBS Bank Group has banking subsidiaries, branches and associated companies in various locations in Asia, including China, Taiwan, India, Indonesia, and outside Asia, including in the UK and Australia. The DBS Bank Group's operations in these jurisdictions could be adversely affected by changes in their respective legal, political, regulatory or economic environments.

Providing banking products and services in multiple jurisdictions exposes the DBS Bank Group to a variety of regulatory and business challenges and risks and has increased the complexity of its risks in a number of areas, including price risks, currency risks, interest rate risks, compliance risk, regulatory and reputational risk and operational risk. The DBS Bank Group also faces risks arising from its ability to manage inconsistent legal and regulatory requirements in the multiple jurisdictions in which it operates and its ability to successfully establish and maintain an integrated system of internal controls for all of its international operations and businesses. There can be no assurance that the DBS Bank Group will be able to execute its strategy and deliver returns on capital invested in its international subsidiaries or that its operations internationally will continue to be profitable.

In addition, over time, the DBS Bank Group may expand into other countries in Asia. While this may be positive for the DBS Bank Group's long-term position and may enhance revenue diversification, it also increases operational and asset quality risks. There can be no assurance that further regional expansion will not have a material adverse effect on the DBS Bank Group's business, financial condition and results of operations.

Significant fraud, data theft, cyber attacks, systems failure or calamities could adversely affect the DBS Bank Group's business, financial condition and results of operations.

The DBS Bank Group's business is based on a high volume of transactions and the functioning and security of its systems and network are of vital importance to its operations. The increasing threat of cyber-attacks on financial institutions continues to be one of the DBS Bank Group's top risk concerns. Cyber criminals, hacktivists, insiders and nation state sponsored adversaries are among those that may target financial computer systems. The DBS Bank Group seeks to protect its computer systems and network infrastructure from physical break-ins, cyber intrusion as well as fraud and systems failures. The DBS Bank Group employs round-the-clock external surveillance security systems, including logical access controls, intrusion prevention systems, multi-factor authentication and encryption technologies, designed to minimise the risk of security breaches. Although the DBS Bank Group intends to continue to implement

security technologies, conduct regular assessments and establish operational procedures to prevent break-ins, damages and failures, there can be little assurance that these security measures will be successful. The reputation of the DBS Bank Group could be adversely affected by fraud committed by employees, customers or outsiders, or by its perceived inability to properly manage fraud-related risks. As the DBS Bank Group outsources some of its systems management functions to external vendors, it is further exposed to the risk that such external vendors could be unable to fulfil their contractual obligations or could be subject to fraud or operational errors by their employees.

In addition, although the DBS Bank Group's data centre and back-up systems are separately located, there can be little assurance that both systems will not be simultaneously damaged or destroyed in the event of a major disruption or disaster. Such disruptions or disasters could arise from events that are wholly or partially beyond the control of the DBS Bank Group. The DBS Bank Group seeks to maintain internal controls in line with international best practices. However, a significant breakdown in internal controls, fraudulent activities by employees or failure of security measures or back-up systems may have a material adverse effect on the DBS Bank Group's business, financial condition and results of operations.

The DBS Bank Group may be subject to increased regulatory capital and liquidity requirements which could have a material adverse effect on its business, financial condition and results of operations.

The DBS Bank Group is subject to capital adequacy and liquidity standards set by the MAS.

The MAS Notice 637 on Risk Based Capital Adequacy Requirements for Banks Incorporated in Singapore ("**MAS Notice 637**") incorporates the Basel III capital standards published by the Basel Committee on Banking Supervision (the "**Basel Committee**") into Singapore regulations. Domestic systemically important banks ("**D-SIBs**") are required to comply with a minimum Common Equity Tier 1 ("**CET1**") capital adequacy ratio ("**CAR**") of 6.5%, Tier 1 CAR of 8% and Total CAR of 10%. These minimum ratios are two percentage points higher than those established by the Basel Committee, and are aimed to reduce the probability of failure of D-SIBs by increasing their going-concern loss absorbency. The MAS has designated DBS Bank as a D-SIB. In addition, Singapore-incorporated banks are required to maintain a capital conservation buffer of up to 2.5% and a countercyclical buffer of up to 2.5%, both to be met fully with CET1 capital.

The countercyclical buffer is not an ongoing requirement and is only applied as and when specified by the relevant banking supervisors. The applicable magnitude will be a weighted average of the jurisdiction-specific countercyclical buffer requirements that are required by authorities in jurisdictions to which a bank has private sector credit exposures. The Basel Committee expects jurisdictions to implement the countercyclical buffer during periods of excessive credit growth. Of the jurisdictions where the DBS Bank Group has material private sector credit exposures, Hong Kong has applied a countercyclical buffer of 2.5% from 1 January 2019, which was reduced to 2.0% from 14 October 2019 and 1.0% from 16 March 2020, and remained unchanged thereafter.

Including the capital conservation buffer and excluding the countercyclical buffer, a D-SIB is required to meet CET1 CAR of 9.0%, Tier 1 CAR of 10.5% and Total CAR of 12.5%.

MAS Notice 637 also imposes a minimum leverage ratio requirement of 3% for Singapore-incorporated banks at the solo and group levels.

In respect of liquidity standards, the DBS Bank Group is subject to Basel III liquidity coverage ratio ("**LCR**") standards under MAS Notice 649 on Minimum Liquid Assets and Liquidity Coverage Ratio ("**MAS Notice 649**"). The DBS Bank Group is required to maintain at all times a Singapore dollars LCR of at least 100% and an all-currency LCR of at least 100%.

The DBS Bank Group is subject to the Basel Committee's standards on Basel III net stable funding ratio ("**NSFR**") requirements under MAS Notice 652 on Net Stable Funding Ratio ("**MAS Notice 652**"). DBS

Bank, as a D-SIB that is incorporated in Singapore and whose head office or parent bank is incorporated in Singapore must maintain a consolidated all-currency DBS Bank Group NSFR of at least 100% at all times. In addition, the MAS has stated that it will continue to monitor international developments on the Basel Committee's NSFR requirements and analyse relevant Singapore bank data to facilitate appropriate adjustments to the NSFR requirements should the need arise.

In addition, the DBS Bank Group's overseas banking subsidiaries and branches are subject to capital adequacy and liquidity requirements imposed by their respective local regulators. As at 31 December 2021, the DBS Bank Group was in compliance with the applicable capital adequacy and liquidity requirements of each of the jurisdictions in which it operates subsidiaries and branches.

If the regulatory capital or liquidity requirements applied to the DBS Bank Group should increase in the future, the DBS Bank Group's return on capital and profitability could be materially and adversely affected. In addition, any failure by the DBS Bank Group to satisfy such increased regulatory capital or liquidity requirements within the applicable timeline could result in administrative actions or sanctions or significant reputational harm, which in turn may have a material adverse effect on the DBS Bank Group's business, financial condition and results of operations.

In particular, on 7 May 2019, the MAS released a consultation paper on "Proposed Implementation of the Final Basel III Reforms in Singapore", seeking feedback on proposed revisions to the risk-based capital requirements and leverage ratio requirements for Singapore-incorporated banks to align with the Basel III reforms, and to implement these revisions from 1 January 2022. On 7 April 2020, the MAS announced that the implementation date of the Basel III reforms had been deferred by one year to 1 January 2023 to enable banks to prioritise their resources in response to COVID-19. On 17 December 2020, the MAS released its "Response to Feedback Received on the Proposed Implementation of the Final Basel III Reforms in Singapore – Operational Risk Capital and Leverage Ratio Requirements". On 25 March 2021, the MAS released its "Response to Feedback Received on the Proposed Implementation of the Final Basel III Reforms in Singapore – Credit Risk Capital and Output Floor Requirements". On the same day, the MAS also released a consultation paper on "Draft Standards for Credit Risk Capital and Output Floor Requirements for Singapore-incorporated banks", seeking feedback on proposed amendments to MAS 637 in respect of credit risk capital and output floor requirements which take into account this response. The revised standards are expected to take effect from 1 January 2023, with transitional arrangements provided for implementation of the output floor till 1 January 2028. On 13 September 2021, the MAS published its "Response to Feedback Received on the Proposed Implementation of the Final Basel III Reforms in Singapore – Market Risk Capital Requirements". The MAS also released a consultation paper on "Draft Standards for Market Risk Capital and Capital Reporting Requirements for Singapore-Incorporated Banks" seeking feedback on draft standards relating to market risk capital and capital reporting requirements for Singapore-incorporated banks. Under this consultation paper, amendments have been proposed to MAS Notice 637 to take into account the aforementioned response as well as standards relating to market risk capital requirements in the consolidated Basel Framework published by the Basel Committee on Banking Supervision. MAS intends to implement the revised standards for market risk capital for supervisory reporting purposes from 1 January 2023, and for the purposes of compliance with capital adequacy and disclosure requirements from 1 January 2023 or later. These revisions can affect the way banks in Singapore calculate their exposures, which may in turn affect their capital requirements.

On 7 February 2022, the MAS imposed on DBS Bank Ltd. an additional capital requirement arising from the widespread unavailability of DBS Bank's digital banking services during 23 to 25 November 2021. The MAS has required DBS Bank to apply a multiplier of 1.5 times to its risk-weighted assets for operational risk. This translates to an additional amount of approximately S\$930 million in regulatory capital (based on reported financial statements as at 30 September 2021). The additional capital requirement will be reviewed when the MAS is satisfied that DBS Bank has addressed the identified shortcomings from an independent review of the incident.

The DBS Bank Group's business is subject to reputational risk.

Reputational risk has the potential for damage to the DBS Bank Group's franchise as a result of stakeholders taking a negative view of the DBS Bank Group or its actions. Reputational risk could arise from the failure by the DBS Bank Group to effectively mitigate the risks in its businesses, including one or more of location, credit, liquidity, market, regulatory, operational, environmental, litigation and social risk. Damage to the DBS Bank Group's reputation could cause existing clients to reduce or cease to do business with the DBS Bank Group and prospective clients to be reluctant to do business with the DBS Bank Group. Any such event could result in a loss of earnings and have a material adverse effect on the business of the DBS Bank Group. A failure to manage reputational risk effectively could also materially affect the DBS Bank Group's business, financial condition and results of operations.

The DBS Bank Group is subject to legal, regulatory and compliance risks.

The DBS Bank Group is exposed to the risks of litigation, compliance and regulatory proceedings in the jurisdictions in which it operates. Management of these risks requires, among other things, policies and procedures to properly record and verify large numbers of transactions and events. Failure to address these risks appropriately may result in administrative sanctions in one or more jurisdictions in which the DBS Bank Group conducts its business. Additionally, in recent years, regulators globally have increased their scrutiny of internal controls and have correspondingly increased the penalties for any non-compliance particularly in the areas of sanctions, anti-bribery and anti-money laundering compliance. Furthermore, investigations, administrative actions or litigation could commence in relation to violations, which may involve penalties, damages, costs, and possible deterioration of the reputation of the DBS Bank Group. Any future adverse judgments or rulings that are delivered against the DBS Bank Group could have a material adverse effect on the DBS Bank Group's business, operating results and financial condition.

The exercise by the MAS of resolution powers may be beyond the control of the Issuer.

The MAS has certain resolution powers over failed financial institutions (or financial institutions which are at risk of failure, or which have breached their regulatory obligations) and these resolution powers can be exercised by the MAS prior to insolvency of the said financial institutions. These resolution powers are set out in the Monetary Authority of Singapore Act 1970 of Singapore ("**MAS Act**").

The MAS' resolution powers include among other things, the power to transfer the whole or part of the business of a financial institution, the power to order a compulsory transfer of shares of a financial institution, the power to order a compulsory restructuring of share capital of the institution, the exercise of statutory powers allowing the MAS to temporarily stay early termination rights (including set-off and netting rights) of counterparties to financial contracts (including those governed by foreign laws) entered into with a financial institution over which the MAS may exercise its resolution powers (which would include Singapore licensed banks), a statutory bail-in regime, cross-border recognition of resolution action, creditor safeguards and resolution funding. The MAS also has statutory bail-in powers to write down or convert a Singapore-incorporated bank or Singapore-incorporated bank holding company's debt into equity. These powers extend to DBS Bank and DBSH. As specified under Division 4A of Part 4B of the MAS Act, the classes of instruments subject to the statutory bail-in powers of the MAS include equity instruments and unsecured subordinated debt issued on or after 29 November 2018.

If the MAS exercises its resolution powers in respect of the DBS Bank Group, this may have the effect of adversely affecting DBS Bank Group's business, financial condition and results of operations.

Material changes in financial market conditions could adversely affect the DBS Bank Group's business, financial condition and results of operations.

The DBS Bank Group is exposed to market risk arising from market-making, structuring and packaging of investment products for clients, trading and fund deployment. Trading market risk arises from the impact on trading profits as a result of changes in foreign exchange rates, commodity prices, equity prices, interest rates and credit spreads. Changes in interest levels, yield curves and spreads may affect, among other

things, interest rate margins. In particular, if the yield on interest-earning assets does not increase at the same time or to the same extent as the DBS Bank Group's cost of funds, or if the cost of funds does not decline at the same time or to the same extent as a decrease in yield on interest-earning assets, the DBS Bank Group's net interest income and net interest margin may be adversely affected.

The DBS Bank Group's overseas operations are subject to fluctuations in foreign currency exchange rates against Singapore dollars. In addition, a portion of the DBS Bank Group's income, expenses, assets and liabilities in Singapore are denominated in foreign currencies. To the extent that the DBS Bank Group's foreign currency denominated income, expenses, assets and liabilities are not matched in the same currency or appropriately hedged, fluctuations in foreign currency exchange rates against Singapore dollars may adversely affect the DBS Bank Group's business, financial condition and results of operations. From time to time, the MAS may announce changes to the Singapore dollars nominal effective exchange rate policy band. There can be no assurance that such policy changes will not adversely affect the DBS Bank Group's business, financial condition and results of operations.

The DBS Bank Group may face significant challenges in achieving the goals of its business strategy.

The DBS Bank Group's strategy of capitalising on Asia's megatrends to intermediate trade and capital flows and supporting wealth creation in the region may not succeed if market conditions are not stable, opportunities develop more slowly than expected or have less potential than originally envisaged, or the profitability of the DBS Bank Group's products and services is undermined by competitive pressures. Any failure to execute its strategy in the manner envisioned could have a material and adverse impact on the DBS Bank Group's business, financial condition and results of operations.

The DBS Bank Group's focus on digitalisation also exposes it to a range of cyber risks. With the digital landscape evolving quickly, there can be no assurance that the DBS Bank Group will be able to fully and successfully execute its digital strategy. For more information on such potential cyber risks, please refer to the risk factor above on "*Significant fraud, systems failure or calamities could adversely affect the DBS Bank Group's business, financial condition and results of operations*".

Systemic risk resulting from failures in the banking industry could adversely affect the DBS Bank Group.

Within the banking industry, the default of any institution could lead to defaults by other institutions. Concerns about, or a default by, one institution could lead to significant liquidity problems, losses or defaults by other institutions because the commercial soundness of many financial institutions may be closely related as a result of their credit, trading, clearing or other relationships. This risk is sometimes referred to as "systemic risk" and may adversely affect financial intermediaries, such as clearing agencies, clearing houses, banks, securities firms and exchanges with whom the DBS Bank Group interacts on a daily basis. This could have an adverse effect on the DBS Bank Group's ability to raise new funding and on the DBS Bank Group's business, financial condition and results of operations.

In particular, the DBS Bank Group is exposed to the risks of Singapore and Hong Kong's financial systems and the other financial systems in which it operates. Any difficulties or instability of the financial system in Singapore, Hong Kong or the other locations in which the DBS Bank Group operates could create an adverse market perception about financial institutions and banks in the affected region and could adversely affect its business. The DBS Bank Group's transactions with these financial institutions expose it to credit risk in the event of default by the counterparty, which can be exacerbated during periods of market illiquidity.

Country risk could adversely affect the DBS Bank Group's business, financial condition and results of operations.

Country risk is the risk that a counterparty is unable to meet its contractual obligations as a result of adverse economic conditions or actions taken by governments in the relevant countries. This includes the risk that

a sovereign borrower may be unable or unwilling to fulfil its foreign currency or cross-border contractual obligations; and the risk that a non-sovereign counterparty may be unable to fulfil its contractual obligations as a result of currency shortage due to adverse economic conditions or actions taken by the government of the country. These risks could adversely affect the DBS Bank Group's business, financial condition and results of operations.

Risks may arise from pursuing inorganic opportunities.

The DBS Bank Group may from time to time evaluate inorganic opportunities, including acquisitions, divestments, joint ventures and investments, with a view to determining whether those opportunities will enhance the DBS Bank Group's strategic position and financial performance.

The certainty and timing (including the timelines of any public releases) of any such inorganic opportunities are not wholly within the DBS Bank Group's control and may be impacted by a range of factors outside of the control of the DBS Bank Group, including the actions and/or decisions of transaction counterparties and/or regulators. Pursuit of such inorganic opportunities inherently involves transaction risks, including over-valuation of an acquisition or investment or under-valuation of a divestment, and exposure to reputational damage. Integration or separation of an acquired or divested business, as the case may be, can be complex and costly, and the DBS Bank Group may encounter difficulties in integrating or separating businesses, including failure to realise expected synergies, combining or separating relevant accounting and data processing systems, disruption to operations, as well as managing relevant relationships with employees, customers, regulators, counterparties, suppliers and other business partners. Integration or separation efforts could also create inconsistencies in standards, controls, procedures and policies, as well as diversion of management resources or higher than expected costs. There can also be no assurance that employees, customers, counterparties, suppliers and other business partners of newly acquired or retained businesses will remain post-acquisition or post-divestment, and the loss of employees, customers, counterparties, suppliers and other business partners may adversely affect the DBS Bank Group's operations or results. Any of these risks and difficulties may ultimately have an adverse impact on the DBS Bank Group's financial performance and position.

Additionally, there are risks relating to the completion of any particular transaction occurring, including counterparty and settlement risk, or the non-satisfaction of any completion conditions (for example, relevant regulatory or third-party approvals and/or other completion conditions). This may adversely affect the DBS Bank Group's ability to conduct its business successfully and impact the DBS Bank Group's operations or results. The DBS Bank Group may also be restricted by the terms of any confidentiality or similar agreement in connection with any opportunity being pursued from publicly disclosing details of such opportunity. In addition, where the DBS Bank Group's acquisitions are in foreign jurisdictions, or are in emerging or growth economies in particular, they may be exposed to heightened levels of regulatory scrutiny and political, social or economic disruption and sovereign and/or reputational risk in emerging and growth markets. The DBS Bank Group may also be exposed to disputes, litigation or other proceedings as a result of pursuing inorganic opportunities which may arise from existing stakeholders (including, for example, customers or employees, minority shareholders, creditors or investors) or in any other counterparty involved in, or connected with, the acquisition, divestment, joint venture or investment (as the case may be). The DBS Bank Group's operating performance, risk profile and capital structure may consequently be affected by these opportunities and there is a risk that the DBS Bank Group's credit ratings may be placed on credit watch or downgraded if these opportunities are pursued.

The DBS Bank Group may also have ongoing exposures to divested businesses, including through the provision of continued services and infrastructure or an agreement to retain certain liabilities of the divested businesses through warranties and indemnities, which may have an adverse impact on the DBS Bank Group's business and financial performance and position.

Terrorist activities, natural calamities and outbreak of communicable diseases around the world could lead to higher volatility in international capital markets, which may materially and adversely affect the DBS Bank Group's business, financial condition and results of operations.

Terrorist attacks, natural calamities and outbreak of communicable diseases around the world may affect investor sentiment and could result in sporadic volatilities in international capital markets or adversely affect Singapore and other economies. For example, the outbreak of COVID-19 has resulted in, among other things, renewed travel and transportation restrictions as of the date of this Offering Circular and increased volatility in international capital markets. Given the uncertainties as to the development of the COVID-19 outbreak, it is difficult to predict how long such conditions will exist and the extent to which the DBS Bank Group may be affected by such conditions. In particular, as of the date of this Offering Circular it has also caused significant disruption to the Singapore economy, in particular the travel, tourism and retail segments. See further “A global or regional financial crisis or financial instability in the countries where the DBS Bank Group does business could adversely affect its operations, asset quality and growth” for details of the impact of COVID-19 on the DBS Bank Group. Any material change in the financial markets, the Singapore economy or economies of countries or regions where the DBS Bank Group operates as a result of these events or developments may materially and adversely affect the DBS Bank Group's business, financial condition and results of operations.

Increased competition could result in decreased loan margins and reduced market share.

The DBS Bank Group's primary competitors consist of other Singapore banks and major international banks licensed in Singapore, other Hong Kong banks and major international banks licensed in Hong Kong, major international banks licensed elsewhere and other financial institutions in other markets in which the DBS Bank Group operates. See “Description of the Business of the DBS Bank Group – Additional Information about the DBS Bank Group – Competition”.

The Singapore government has taken steps to liberalise the Singapore banking industry, which has resulted in increased competition among domestic and international banks operating in Singapore, which reduced margins for certain banking products. In particular, the MAS has been issuing qualifying full bank (“QFB”) licences to international financial institutions since 1999. QFBs are currently permitted to establish operations in up to 25 locations. Certain QFBs that meet the MAS' qualifications for being “significantly rooted” may be allowed to have an additional 25 places of business in Singapore, of which 10 may be branches. In December 2020, the MAS awarded Significantly Rooted Foreign Bank privileges to Standard Chartered Bank (Singapore) Limited. In addition, the Singapore government has allowed more international banks to obtain “wholesale banking” licences to enable them to expand their Singapore dollars wholesale banking business in Singapore and to broaden the scope of Singapore dollars banking activities in which international banks may participate.

In December 2020, the MAS also announced the successful applicants of two digital full bank (“DFB”) licences and two digital wholesale bank (“DWB”) licences. The new digital banks are expected to commence operations from early 2022. A DFB will be allowed to take deposits from and provide banking services to retail and non-retail customer segments, while a DWB will be allowed to take deposits from and provide banking services to SMEs and other non-retail customer segments.

Similarly, in Hong Kong and the DBS Bank Group's other overseas markets, many of the international and local banks operate in the same segments as the DBS Bank Group and compete for the same customers. Competition may increase in some or all of the DBS Bank Group's principal markets. Such increased competition, individually or in combination, could have a material adverse effect on the DBS Bank Group's business, financial condition and results of operations.

There can be no assurance that the DBS Bank Group will be able to compete successfully with other domestic and foreign financial institutions or that such increased competition will not have a material adverse effect on the DBS Bank Group's business, financial condition and results of operations.

An investor may experience difficulties in enforcing civil liabilities under U.S. federal securities laws against the DBS Bank Group, the Directors and executive officers of DBS Bank and certain other parties.

DBS Bank is incorporated under the laws of Singapore and substantially all of its subsidiaries, associates, Directors and executive officers are incorporated outside or reside outside the United States of America. All or substantially all of the assets of such persons, and all of DBS Bank's assets, are located outside or are organised outside the United States. As a result, it may be difficult for investors to enforce judgments against DBS Bank or such persons in U.S. courts predicated upon the civil liability provisions of U.S. federal securities laws. In particular, investors should be aware that judgments of United States courts based on the civil liability provisions of the federal securities laws of the United States are not enforceable in Singapore courts and there is doubt as to whether Singapore courts will enter judgments in original actions brought in Singapore courts based solely upon the civil liability provisions of the federal securities laws of the United States.

Risks Relating to the Covered Bond Guarantor

The Covered Bond Guarantor is only obliged to pay Guaranteed Amounts when the same are Due for Payment.

Subsequent to a failure by the Issuer to make a payment in respect of one or more Series of Covered Bonds, the Bond Trustee may, but is not obliged to, serve an Issuer Acceleration Notice unless and until requested or directed by the holders of at least one-quarter in nominal amount of such Series of Covered Bonds together with the Covered Bonds of any other Series then outstanding as if they were a single Series or if so directed by an Extraordinary Resolution of all the Covered Bondholders in accordance with Condition 9(a). Pursuant to the terms of the Trust Deed, following service of an Issuer Acceleration Notice on the Issuer, a Notice to Pay will be served forthwith by the Bond Trustee on the Covered Bond Guarantor. Following service of an Issuer Acceleration Notice on the Issuer and a Notice to Pay on the Covered Bond Guarantor, under the terms of the Covered Bond Guarantee the Covered Bond Guarantor will be obliged to pay Guaranteed Amounts as and when the same are Due for Payment. In these circumstances, the Covered Bond Guarantor will not be obliged to pay any other amounts which become payable to the Covered Bondholders for any other reason.

Payments by the Covered Bond Guarantor will be made subject to any applicable withholding or deduction and the Covered Bond Guarantor will not be obliged to pay any additional amounts as a consequence. The attention of Covered Bondholders is drawn to the section headed "*Taxation — Singapore Taxation — Payments by the Covered Bond Guarantor under the Covered Bond Guarantee*". Prior to service on the Covered Bond Guarantor of a Covered Bond Guarantor Acceleration Notice, the Covered Bond Guarantor will not be obliged to make any payments in respect of broken funding indemnities, penalties, premiums, default interest or interest on interest which may accrue on or in respect of the Covered Bonds. In addition, the Covered Bond Guarantor will not be obliged at any time to make any payments in respect of additional amounts which may become payable by the Issuer under Condition 7.

Subject to any grace period, if the Covered Bond Guarantor fails to make a payment when Due for Payment under the Covered Bond Guarantee or any other Covered Bond Guarantor Event of Default occurs, then the Bond Trustee may accelerate the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee by service of a Covered Bond Guarantor Acceleration Notice, whereupon the Bond Trustee will have a claim under the Covered Bond Guarantee for an amount equal to the Early Redemption Amount of each Covered Bond, together with accrued interest and all other amounts then due under the Covered Bonds (other than additional amounts payable under Condition 7), although in such circumstances the Covered Bond Guarantor will not be obliged to gross up in respect of any withholding which may be required in respect of any payment. Following service of a Covered Bond Guarantor Acceleration Notice and/or the commencement of winding-up proceedings against the Covered Bond Guarantor, the Security

Trustee may enforce the Security over the Charged Property. The proceeds of enforcement and realisation of the Security shall be applied by the Security Trustee in accordance with the Post-Enforcement Priority of Payments in the Deeds of Charge, and the Covered Bondholders will receive amounts from the Covered Bond Guarantor on an accelerated basis. However, the proceeds of enforcement and realisation of the Security may not be sufficient to repay the Covered Bondholders in full (see further "*Limited resources are available to the Covered Bond Guarantor to make payments due under the Covered Bond Guarantee*").

Excess Proceeds received by the Bond Trustee will be paid to the Covered Bond Guarantor and will not reduce or discharge the Covered Bond Guarantor's obligations.

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Bond Trustee may receive Excess Proceeds. The Excess Proceeds will be paid by the Bond Trustee on behalf of the Covered Bondholders of the relevant Series to the Covered Bond Guarantor for its own account, as soon as practicable, and will be held by the Covered Bond Guarantor in the Transaction Account and the Excess Proceeds will thereafter form part of the Security and will be used by the Covered Bond Guarantor in the same manner as all other monies from time to time standing to the credit of the Transaction Account. Any Excess Proceeds received by the Bond Trustee and held by it or under its control will discharge, to that extent, the obligations of the Issuer in respect of the Covered Bonds, Receipts and Coupons (subject to restitution of the same if such Excess Proceeds shall be required to be repaid by the Covered Bond Guarantor). However, the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee are unconditional and irrevocable (following service on the Covered Bond Guarantor of a Notice to Pay) and the receipt by the Bond Trustee of any Excess Proceeds will not reduce or discharge any such obligations.

By subscribing for Covered Bond(s), each Covered Bondholder will be deemed to have irrevocably directed the Bond Trustee to pay the Excess Proceeds to the Covered Bond Guarantor in the manner as described above.

Limited resources are available to the Covered Bond Guarantor to make payments due under the Covered Bond Guarantee.

Subject as provided in Condition 9 and the Trust Deed, following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice on the Issuer, all amounts payable under the Covered Bonds will be accelerated by the Bond Trustee as against the Issuer following which a Notice to Pay will be served by the Bond Trustee on the Covered Bond Guarantor. The Covered Bond Guarantor's ability to meet its obligations under the Covered Bond Guarantee will depend on:

- (i) the realisable value of Selected Loans in the Portfolio;
- (ii) the amount of Revenue Receipts and Principal Receipts generated by the Portfolio and the timing thereof;
- (iii) amounts received from the Swap Providers (if applicable);
- (iv) the realisable value of Authorised Investments and Substitution Assets held by it; and
- (v) the receipt by it of credit balances and interest on credit balances on the Transaction Account and the other Covered Bond Guarantor Accounts. Recourse against the Covered Bond Guarantor under the Covered Bond Guarantee is limited to the aforementioned assets and the Covered Bond Guarantor will not have any other source of funds available to meet its obligations under the Covered Bond Guarantee.

If a Covered Bond Guarantor Event of Default occurs and the Security created by or pursuant to the Deeds of Charge is enforced, the Charged Property may not be sufficient to meet the claims of all the Secured Creditors, including the Covered Bondholders. For example, if the COVID-19 outbreak continues to spread and economic activity in Singapore and globally continue to be adversely affected, the value of Charged

Property may decrease, and the proceeds from the enforcement of the Security may not be sufficient to satisfy the claims of the Covered Bondholders. In addition, in such circumstances if the value of the Charged Property decreases materially, it may not be possible for the Issuer/Covered Bond Guarantor to maintain the value of the Asset Pool at sufficient levels to meet the Asset Coverage Test to avoid an Issuer Event of Default.

The Covered Bonds will be limited recourse obligations of the Covered Bond Guarantor. If, and to the extent that, after the Charged Property has been realised as fully as practicable and the proceeds thereof have been applied in accordance with the applicable Priority of Payments, the amounts recovered on realisation of the Charged Property are insufficient to pay or discharge amounts due from the Covered Bond Guarantor to the Secured Creditors in full for any reason, the Covered Bond Guarantor will have no liability to pay or otherwise make good any such insufficiency.

If, following enforcement of the Security constituted by or pursuant to the Deeds of Charge, the Secured Creditors have not received the full amount due to them pursuant to the terms of the Transaction Documents, then they may still have an unsecured claim against the Issuer for the shortfall. There is no guarantee that the Issuer will have sufficient funds to pay that shortfall.

Covered Bondholders should note that the Asset Coverage Test has been structured to test whether the Adjusted Aggregate Loan Amount is at least equal to the SGD Equivalent of the aggregate outstanding nominal amount of all the Covered Bonds as calculated on the relevant Calculation Date, which should reduce the risk of there ever being a shortfall (although there is no assurance of this — in particular, the sale of further Non-CPF Loans and their Related Security by the Seller to the Covered Bond Guarantor or the inclusion of further CPF Loans and their Related Security (and any related Top-up Loans) in the Assets Trust may be required to avoid or remedy a breach of the Asset Coverage Test). The Covered Bond Guarantor must ensure that following the occurrence of an Issuer Event of Default and the service of a Notice to Pay on the Covered Bond Guarantor (but prior to the service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor), the Amortisation Test is satisfied as of each Calculation Date and a breach of the Amortisation Test will constitute a Covered Bond Guarantor Event of Default and will entitle the Bond Trustee to serve a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor (see “*Summary of the Principal Documents — Establishment Deed — Amortisation Test*” and “*Credit Structure including Asset Tests — Amortisation Test*”). The Asset Coverage Test (see “*Summary of the Principal Documents — Establishment Deed — Asset Coverage Test*”) has been structured to ensure that the Asset Pool is sufficient to pay amounts due on the Covered Bonds and senior ranking expenses which will include costs relating to the maintenance, administration and winding-up of the Asset Pool whilst the Covered Bonds are outstanding. However, no assurance can be given that the Asset Pool will yield sufficient amounts for such purpose.

There is no guarantee that the proceeds of realisation of the Charged Property following the occurrence of a Covered Bond Guarantor Event of Default will be in an amount sufficient to repay all amounts due to the Secured Creditors.

If a Covered Bond Guarantor Event of Default occurs and is continuing and a Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor and the Issuer, then the Security Trustee will be entitled to enforce the Security created under and pursuant to the Deeds of Charge and the proceeds from the realisation of the Charged Property will be applied by the Security Trustee towards payment of all secured obligations in accordance with the Post-Enforcement Priority of Payments described in the section headed “*Cashflows and Priorities of Payments*”.

There is no guarantee that the proceeds of realisation of the Charged Property will be in an amount sufficient to repay all amounts due to the Secured Creditors (including the Covered Bondholders) under the Covered Bonds and the Transaction Documents. For example, if the spread of COVID-19 continues to adversely impact economic activity in Singapore, it is possible that the Singapore government would introduce measures to grant borrowers, in particular homeowners, temporary relief from enforcement by

lenders of security under housing loans and mortgages, which could materially and adversely affect the ability to enforce the Security.

If a Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor and the Issuer, then the Covered Bonds may be repaid sooner or later than expected or not at all.

The Covered Bond Guarantor will not gross up payment of Guaranteed Amounts for withholding or similar taxes.

The holders of Covered Bonds may not receive any payments from the Covered Bond Guarantor to compensate for any tax withheld by the Covered Bond Guarantor on behalf of a public taxing authority of any jurisdiction.

If withholding of, or deduction on account of, any present or future taxes, duties, assessments or charges of whatever nature is imposed by or on behalf of a public authority of any jurisdiction having power to tax, the Covered Bond Guarantor will make the required withholding or deduction of such taxes, duties, assessments or charges for the account of the Covered Bondholders, as the case may be. The Covered Bond Guarantor will not be obliged to pay any additional amounts as a consequence.

The Covered Bond Guarantor is reliant on third parties for the performance of certain services.

The Covered Bond Guarantor has entered into agreements with a number of third parties, which have agreed to perform services for the Covered Bond Guarantor. In particular, but without limitation, the Servicer has been appointed to service Loans in the Portfolio sold to the Covered Bond Guarantor, the Cash Manager has been appointed to calculate and monitor compliance with the Asset Coverage Test and the Amortisation Test and to provide certain cash management services to the Covered Bond Guarantor (some of which have been delegated to the Corporate Services Provider) and the Transaction Account will be held with the Account Bank. In the event that any of those parties fails to perform its obligations under the relevant agreement to which it is a party, the realisable value of the Portfolio or any part thereof or pending such realisation (if the Portfolio or any part thereof cannot be sold) the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee may be affected. For instance, if the Servicer has failed to adequately administer the Loans, this may lead to higher incidences of non-payment or default by Borrowers. If applicable, the Covered Bond Guarantor is also reliant on the Swap Providers to provide it with the funds matching its obligations under the Intercompany Loan Agreement and the Covered Bond Guarantee, as described below.

If a Servicer Event of Default occurs pursuant to the terms of the Servicing Agreement, then the Covered Bond Guarantor and/or the Security Trustee will be entitled to terminate the appointment of the Servicer and appoint a new servicer in its place. This is notwithstanding section 440 of the Insolvency, Restructuring and Dissolution Act 2018 of Singapore (the “IRDA”), which prevents the termination of a contract or agreement by reason only that proceedings for judicial management or a scheme of arrangement are commenced or that the company is insolvent, as the Servicing Agreement is a contract that is connected with a covered bond and thus should be an “eligible financial contract” which is excluded from the application of section 440. There can be no assurance that a substitute servicer with sufficient experience of administering mortgages of residential properties would be found who would be willing and able to service the Loans on terms substantially similar to those of the Servicing Agreement. In addition, as described below, any substitute servicer will be required to be authorised under applicable legislation and regulation. The ability of a substitute servicer to fully perform the required services would depend, among other things, on the information, software and records available at the time of the appointment. Any delay or inability to appoint a substitute servicer may affect the realisable value of the Portfolio or any part thereof, and/or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee.

The Servicer has no obligation itself to advance payments that Borrowers fail to make in a timely fashion. Covered Bondholders will have no right to consent to or approve of any actions taken by the Servicer under the Servicing Agreement.

Neither the Security Trustee nor the Bond Trustee is obliged in any circumstances to act as a servicer or to monitor the performance by the Servicer of its obligations.

The Covered Bond Guarantor is reliant on Swap Providers in order to hedge certain currency and/or interest rate risks connected with the Covered Bond Guarantee.

If the Covered Bond Guarantor fails to make timely payments of amounts due under any Swap Agreement, then it will have defaulted under that Swap Agreement and such Swap Agreement may be terminated. Further, a Swap Provider is only obliged to make payments to the Covered Bond Guarantor as long as and to the extent that the Covered Bond Guarantor complies with its payment obligations under the relevant Swap Agreement. If a Swap Agreement terminates or the Swap Provider is not obliged to make payments or if it defaults in its obligations to make payments of amounts in the relevant currency equal to the full amount to be paid to the Covered Bond Guarantor on the payment date under the Swap Agreements, the Covered Bond Guarantor will be exposed to changes in the relevant currency exchange rates to Singapore dollars (where relevant) and/or to any changes in the relevant rates of interest. Unless a replacement swap is entered into, the Covered Bond Guarantor may have insufficient funds to make payments under the Covered Bond Guarantee. This may affect an investor in a Series or Tranche of Covered Bonds even if the non-paying Swap Provider relates to a different Series or Tranche of Covered Bonds, since the failure to pay on the affected Series or Tranche of Covered Bonds may affect all of the Covered Bonds under the Programme.

If a Swap Agreement terminates, then the Covered Bond Guarantor may be obliged to make a termination payment to the relevant Swap Provider. There can be no assurance that the Covered Bond Guarantor will have sufficient funds available to make a termination payment under the relevant Swap Agreement, nor can there be any assurance that the Covered Bond Guarantor will be able to find a replacement swap counterparty which has sufficiently high ratings as may be expected by any of the Rating Agencies and which agrees to enter into a replacement swap agreement.

If the Covered Bond Guarantor is obliged to pay a termination payment under any Swap Agreement, such termination payment will rank:

- (A) ahead of amounts due on the Covered Bonds in respect of the Interest Rate Swap (if any) prior to the service of a Covered Bond Guarantor Acceleration Notice, the commencement of winding-up proceedings against the Covered Bond Guarantor and/or realisation of the Security; and
- (B) ahead of amounts due on the Covered Bonds in respect of:
 - (i) the Covered Bond Swaps; and
 - (ii) the Interest Rate Swap (if any),

in each case following service of a Covered Bond Guarantor Acceleration Notice, the commencement of winding-up proceedings against the Covered Bond Guarantor and/or realisation of the Security, except where default by, or downgrade of, the relevant Swap Provider has caused the relevant Swaps to terminate. The obligation to pay a termination payment may adversely affect the ability of the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

There can be no assurance that any Interest Rate Swap and/or any Covered Bond Swaps will hedge all currency and/or interest rate risks associated with a Series or Tranche of Covered Bonds.

There is uncertainty as to the validity and/or enforceability of subordination provisions in insolvency proceedings.

There is uncertainty as to the validity and/or enforceability of a provision which (based on contractual and/or trust principles) subordinates certain payment rights of a creditor to the payment rights of other creditors of its counterparty upon the occurrence of insolvency proceedings relating to that creditor. In particular,

recent cases have focused on provisions involving the subordination of a swap counterparty's payment rights in respect of certain termination payments upon the occurrence of insolvency proceedings or other default on the part of such counterparty. Such provisions are similar in effect to the terms which will be included in the Transaction Documents relating to the subordination of Excluded Swap Termination Amounts.

The UK Supreme Court has held that such a subordination provision is valid under English law. It is likely that a Singapore court would also consider such a subordination provision to be valid under Singapore law. Contrary to the determination of the UK Supreme Court, the U.S. Bankruptcy Court in 2010 and 2011 held that such a subordination provision is unenforceable under U.S. bankruptcy law and that any action to enforce such provision would violate the automatic stay which applies under such law in the case of a U.S. bankruptcy of the counterparty. However, in a June 2016 decision, the U.S. Bankruptcy Court departed in some respects from the prior cases and held that such subordination provisions and payments made thereunder were enforceable and protected under the safe harbour provisions of the U.S. Bankruptcy Code related to swap agreement transactions.

If a creditor of the Covered Bond Guarantor (such as the Swap Providers) or a related entity becomes subject to insolvency proceedings in any jurisdiction outside England and Wales or Singapore (including, but not limited to, the U.S.), and it is owed a payment by the Covered Bond Guarantor, a question arises as to whether the insolvent creditor or any insolvency official appointed in respect of that creditor could successfully challenge the validity and/or enforceability of subordination provisions included in the English law governed Transaction Documents (such as a provision of the Priorities of Payments which refers to the ranking of the Swap Providers' payment rights in respect of Excluded Swap Termination Amounts). In particular, based on the decision of the U.S. Bankruptcy Court referred to above, there is a risk that such subordination provisions would not be upheld under U.S. bankruptcy laws. Such laws may be relevant in certain circumstances with respect to a range of entities which may act as Swap Providers, including U.S. established entities and certain non-U.S. established entities with assets or operations in the U.S. (although the scope of any such proceedings may be limited if the relevant non-U.S. entity is a bank with a licensed branch in a U.S. state). In general, if a subordination provision included in the Transaction Documents was successfully challenged under the insolvency laws of any relevant jurisdiction outside England and Wales or Singapore and any relevant foreign judgment or order was recognised by the English courts or Singapore courts, there can be no assurance that such actions would not adversely affect the rights of the Covered Bondholders, the market value of the Covered Bonds and/or the ability of the Covered Bond Guarantor to satisfy its obligations under the Covered Bonds.

Lastly, given the general relevance of the issues under discussion in the judgments referred to above and that the Transaction Documents will include terms providing for the subordination of Excluded Swap Termination Amounts, there is a risk that the final outcome of the dispute in such judgments (including any recognition action by the English courts or Singapore courts) may result in negative rating pressure in respect of the Covered Bonds. If any rating assigned to the Covered Bonds is lowered, the market value of the Covered Bonds may reduce.

Differences in timings of obligations of the Covered Bond Guarantor and the Covered Bond Swap Provider under the Covered Bond Swaps may affect the Covered Bond Guarantor's ability to make payments under the Covered Bond Guarantee.

The Covered Bond Guarantor will, following service of a Notice to Pay on the Covered Bond Guarantor (when each relevant Covered Bond Swap becomes effective), pay or provide for payment of an amount to the Covered Bond Swap Provider on a monthly or quarterly basis (or another basis specified therein) based on the relevant Singapore dollar rate. The Covered Bond Swap Provider may not be obliged to make corresponding swap payments to the Covered Bond Guarantor under a Covered Bond Swap until amounts are Due for Payment under the Covered Bond Guarantee (for example, being on an annual basis if the relevant Series of Covered Bonds provide for payment of an annual interest coupon). If the Covered Bond

Swap Provider does not meet its payment obligations to the Covered Bond Guarantor under the Covered Bond Swap Agreement or the Covered Bond Swap Provider does not make a termination payment that has become due from it to the Covered Bond Guarantor under the Covered Bond Swap Agreement, the Covered Bond Guarantor may have a larger shortfall in funds with which to make payments under the Covered Bond Guarantee with respect to the Covered Bonds than if the Covered Bond Swap Provider's payment obligations coincided with the Covered Bond Guarantor's payment obligations under the Covered Bond Swaps. Hence, the difference in timing between the obligations of the Covered Bond Guarantor and the obligations of the Covered Bond Swap Provider under the Covered Bond Swaps may affect the Covered Bond Guarantor's ability to make payments, following service of a Notice to Pay on the Covered Bond Guarantor, under the Covered Bond Guarantee with respect to the Covered Bonds. The Covered Bond Swap Provider may be required, pursuant to the terms of the Covered Bond Swap Agreement, to post collateral with the Covered Bond Guarantor if the Covered Bond Guarantor's net exposure to the Covered Bond Swap Provider under the Covered Bond Swap Agreement exceeds a certain threshold level.

Counterparties to the Transaction Documents may be required to transfer their rights if they cease to satisfy applicable criteria.

The parties to the Transaction Documents who receive and hold monies pursuant to the terms of such documents (such as the Account Bank) are required to satisfy certain criteria in order that they can continue to receive and hold monies.

These criteria include requirements in relation to the ratings in respect of short-term and long-term unsecured and unsubordinated debt obligations ascribed to such party by the Rating Agencies. If the party concerned ceases to satisfy the applicable criteria, including the ratings criteria detailed above, then the rights and obligations of that party (including the right or obligation to receive monies on behalf of the Covered Bond Guarantor) may be required to be transferred to another entity which does satisfy the applicable criteria. In these circumstances, the terms agreed with the replacement entity may not be as favourable as those agreed with the original party pursuant to the Transaction Documents.

In addition, should the applicable criteria cease to be satisfied, then the parties to the relevant Transaction Document may agree to amend or waive certain of the terms of such document, including the applicable criteria, in order to avoid the need for a replacement entity to be appointed. The consent of Covered Bondholders may not be required in relation to such amendments and/or waivers.

Changes may occur to the current law and/or regulations with respect to covered bonds and/or the Singapore mortgage market.

No assurance can be given that changes to regulations, laws or guidance, or additional regulations, laws or guidance from regulatory authorities in Singapore will not arise with regard to the mortgage market in Singapore generally, the Seller's particular sector in that market, specifically in relation to the Seller itself, or in relation to the issuance of covered bonds. Any such action, developments or associated compliance costs may have a material adverse effect on the Loans, their Related Security, the Seller, the Covered Bond Guarantor, the Issuer, the Assets Trustee and/or the Servicer and their respective businesses and operations. This may adversely affect the ability of the Covered Bond Guarantor to dispose of the Portfolio or any part thereof in a timely manner and/or the realisable value of the Portfolio or any part thereof and accordingly affect the ability of the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee when due.

The constitution of the Portfolio will frequently change.

The Covered Bondholders will not receive detailed statistics or information in relation to the Loans in the Portfolio because it is expected that the constitution of the Portfolio will frequently change due to, for instance:

- (i) the Seller selling Loans and their Related Security (or New Loan Types and their Related Security) to the Covered Bond Guarantor;
- (ii) (in respect of Non-CPF Loans and their Related Security) the Seller repurchasing Non-CPF Loans and their Related Security in accordance with the Mortgage Sale Agreement and the Covered Bond Guarantor's equitable rights, estate, title, interests, benefits and remedies in the relevant Loans and their Related Security being reassigned, released and surrendered and (in respect of CPF Loans and their Related Security) the Assets Trustee accepting surrender of the Trust Assets relating to the CPF Loans and their Related Security (and any related Top-up Loans) by the Covered Bond Guarantee Beneficiary;
- (iii) payments by the Borrowers or the Mortgagors, as the case may be, on the Loans; and
- (iv) the Seller repurchasing Loans and their Related Security in accordance with the Mortgage Sale Agreement and the Declaration of Assets Trust (and the Assets Trustee making a corresponding Distribution in accordance with the terms of the Declaration of Assets Trust).

There is no assurance that the characteristics of the New Loans assigned to the Covered Bond Guarantor by the Seller or held on trust by the Assets Trustee (in favour of the Covered Bond Guarantee Beneficiary) on a Closing Date will be the same as those of the Loans in the Portfolio as at that Closing Date, save that the New Loans will be secured by a first ranking mortgage over a residential property situated in Singapore (subject to any charge registered or notified by the Central Provident Fund Board constituted under Section 3 of the CPF Act (the "**CPF Board**") in respect of the withdrawal of funds from the Mortgagor's account(s) with the CPF Board and certain statutory charges). However, although each Loan will be required to meet the Eligibility Criteria and the Representations and Warranties set out in the Mortgage Sale Agreement (see "*Summary of the Principal Documents — Mortgage Sale Agreement — Conditions to Sale of Non-CPF Loans and their Related Security or declaration of trust in respect of CPF Loans and their Related Security and Eligibility Criteria*" and "*Summary of the Principal Documents — Mortgage Sale Agreement — Representations and Warranties*"), the Eligibility Criteria and Representations and Warranties may change in certain circumstances (see "*The Bond Trustee and the Security Trustee may agree to modifications to the Transaction Documents without, respectively, the Covered Bondholders' or Secured Creditors' prior consent*"). If New Loan Types are to be sold to the Covered Bond Guarantor, then the Representations and Warranties in the Mortgage Sale Agreement will be waived or modified as required to accommodate these New Loan Types *provided that* certain conditions have been met, including that a Rating Agency Confirmation has been received in respect of any such modification and the Cash Manager has certified that such waiver or amendment will not have a material adverse effect on the interests of the Covered Bond Guarantor or the Security Trustee in the New Loans and their Related Security, or on the ability of the Covered Bond Guarantor (or the Servicer on the Covered Bond Guarantor's behalf) to collect the amounts due under the New Loans and their Related Security or on the ability of the Security Trustee to enforce the Security (as described in "*Summary of the Principal Documents — Mortgage Sale Agreement — Representations and Warranties*").

Fixed security interests may take effect under Singapore law as floating charges.

Pursuant to the terms of the Singapore Deed of Charge, each of the Covered Bond Guarantor and the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary has purported to grant fixed charges over, amongst other things, its interests in the Loans and their Related Security, its rights and benefits in the Covered Bond Guarantor Accounts and all Authorised Investments and Substitution Assets purchased from time to time.

The fixed charges purported to be granted by the Covered Bond Guarantor and the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary may instead take effect under Singapore law as floating charges, if, for example, it is determined that the Security Trustee does not exert sufficient control over the Charged Property for the security to be said to constitute fixed security interest. If the fixed charges take

effect as floating charges instead of fixed charges, then, as a matter of law, certain claims would have priority over the claims of the Security Trustee in respect of the floating charge assets. In particular, the remuneration, debts, liabilities and expenses of or incurred by any judicial manager (though note the discussion on judicial management below) or liquidator in connection with winding up and the claims of certain preferential creditors would rank ahead of the claims of the Security Trustee in this regard. Certain employee claims (in respect of wages/salary and retrenchment benefits/ex gratia payments, employer contributions to certain superannuation or provident funds and remuneration in respect of vacation leave, as may be prescribed by the Minister by order published in the Gazette) and workers' compensation due in respect of injury compensation under the Work Injury Compensation Act of Singapore also have preferential status. In this regard, it should be noted that the Covered Bond Guarantor has agreed in the Transaction Documents not to have any employees. Further, pursuant to section 91(8)(d) of the IRDA, read with the Insolvency, Restructuring and Dissolution (Prescribed Companies and Entities) Order 2020 (the "**Prescribed Companies Order**"), Order 2017, a judicial management order shall not be made in relation to the Covered Bond Guarantor (as a covered bond special purpose vehicle or securitisation special purpose vehicle), though under section 91(10) the Court may do so if it considers that the public interest so requires. Under section 94(13) of the IRDA, an interim judicial manager or a judicial manager must not be appointed to the CBG (as a covered bond special purpose vehicle or securitisation special purpose vehicle) in a voluntary judicial management procedure either. Outside winding up or judicial management, creditors who would have priority in the case of winding up over the claims of a floating charge would continue to have such priority preserved if a receiver (which would include a receiver and manager) were appointed over the assets that are subject to the floating charge.

Certain claims rank ahead of a fixed charge.

Under Singapore law, certain claims rank ahead of a fixed charge. Such claims include:

- (i) any statutory charge in favour of the tax authority in respect of unpaid property tax;
- (ii) any charge in favour of the relevant management corporation of the estate comprising the residential property in respect of unpaid amounts or contributions;
- (iii) any statutory charge in favour of the tax authority in respect of unpaid estate duty (where applicable);
and
- (iv) any charge in favour of workmen whose salary does not exceed SGD 4,500 a month and employees (other than workmen) who are in receipt of a salary not exceeding SGD 2,600 a month arising by virtue of Section 33 of the Employment Act 1968 of Singapore.

In this regard, if any of the abovementioned charges take effect, they will rank ahead of the fixed charges granted under the Singapore Deed of Charge. Further, if the Covered Bond Guarantor or DBS Bank (as Seller or Assets Trustee) enters into judicial management or a creditors' scheme of arrangement, subject to certain safeguards, security of higher or equal priority may be granted in favour of a rescue financier (sections 67 and 101 of the IRDA respectively). However, in relation to judicial management, pursuant to section 91(8)(d) of the IRDA, a judicial management order shall not be made in relation to a bank or a covered bond special purpose vehicle or securitisation special purpose vehicle (i.e. the Covered Bond Guarantor) (when read with the Prescribed Companies Order). Under section 94(13) the IRDA, an interim judicial manager or a judicial manager must not be appointed to the Covered Bond Guarantor (as a covered bond special purpose vehicle or securitisation special purpose vehicle) in a voluntary judicial management procedure either. Note however that in a Court proceeding for judicial management the Court may nevertheless grant a judicial management order in relation to DBS Bank (i.e. as the Seller or Assets Trustee) or the Covered Bond Guarantor if it considers that the public interest so requires. If so, section 101 of the IRDA may apply. In relation to a creditors' scheme of arrangement, section 63(3) of the IRDA read with the Prescribed Companies Order provides that part 5 of the IRDA shall not apply to DBS Bank (i.e. as the Seller or the Assets Trustee) or the Covered Bond Guarantor.

Certain rights of the Mortgagee rank after those of the CPF Board.

If CPF Funds were withdrawn by the Mortgagor in connection with a Property, the proceeds from any sale (or compulsory acquisition) of such Property will, under the present regime, have to be applied towards repayment of the Mortgagee (being DBS Bank or, as the case may be, the Covered Bond Guarantor) and the CPF Board in the order of priority more particularly described in the section "*Regulation/Legal Aspects of the Singapore Residential Mortgage Market — CPF Board*". The Mortgagee's right to repayment in respect of principal and any interest accruing on a CPF Loan up to the date of default under that CPF Loan will rank ahead of the right of the CPF Board to recover such CPF Funds withdrawn from the Mortgagor's Central Provident Fund ("**CPF**") account(s). However, any interest accrued on that CPF Loan on and from the date of default by the Mortgagor and certain non-sale related costs (including, but not limited to, costs incurred in the payment of insurance premiums in the event that the Mortgagor fails to pay) and expenses which the Mortgagee is entitled to receive under the Mortgage will only be paid to the Mortgagee after the refund of the withdrawn CPF Funds is made to the Mortgagor's CPF account(s).

The CPF Board and other creditors/third parties may have a statutory preference in priority to the Mortgage.

A Mortgagor may, *inter alia*, finance or refinance the purchase of a Property or repay his housing loan taken up for the purchase of such Property using the funds in his CPF account(s). When such funds are withdrawn, a charge in favour of the CPF Board to secure the repayment by the Mortgagor of such withdrawn funds (together with interest that would have accrued if the withdrawal had not been made) will be registered against the title of the Property, ranking in priority to any Mortgage. Under the Central Provident Fund Act 1953 of Singapore (the "**CPF Act**"), upon registration of the charge, the CPF Board has the power of sale and all other powers relating or incidental thereto as if it is a registered mortgagee. Notwithstanding CPF Board's prior ranking charge, the proceeds from the realisation of the Property will be applied in accordance with the priority of payments (see "*Regulation/Legal Aspects of the Singapore Residential Mortgage Market — CPF Board*").

Further, charges on land under any written law or regulations may have priority over a Mortgage, including charges in favour of the statutory authorities in respect of any money owing to such statutory authorities, and charges in favour of the management corporation (where the Property is a strata sub-divided unit) (see "*Regulation/Legal Aspects of the Singapore Residential Mortgage Market — Other Statutory Charges, Property Tax and Estate Duty*").

For example, where there are arrears in the payment of property tax, the tax authority has the power to recover such arrears in full by selling the Property in respect of which arrears are due. The proceeds of sale may be applied by the tax authority towards the payment of such arrears, the interest thereon at such rate as the tax authority may prescribe and all costs and expenses incurred in the recovery of such arrears, before paying to any other person who has a right to such proceeds. In the case where there are arrears in the payment of estate duty, proceedings may be instituted for recovery of such estate duty by, *inter alia*, the sale of such Property.

Similarly, for a Property which is a strata sub-divided unit within a development where the owner is obliged to contribute towards the maintenance and sinking funds of the development, the management corporation has the power to sue the owner or a mortgagee in possession for any arrears in contributions and may lodge an instrument of charge against the Property. Upon registration of such instrument of charge, the charge will secure *inter alia* all the outstanding amounts owing to the management corporation (including interest thereon) and all legal costs and expenses incurred by the management corporation in connection with its collection of such unpaid amount, and the management corporation has the power of sale and all other powers over the relevant property as if it is a registered mortgagee. Notwithstanding that the charge in favour of the management corporation may be registered subsequent to a Mortgage, under the Building Maintenance and Strata Management Act 2004 of Singapore such charge cannot be over-reached by the

prior registered mortgagee's exercise of its power of sale under the Mortgage and the charge will continue to be in force until all amounts secured by the charge have been paid.

If the value of the Portfolio has not been maintained in accordance with the terms of the Asset Coverage Test and, if applicable, the Amortisation Test, then that may affect the realisable value of the Portfolio.

The Asset Coverage Test is met if the Adjusted Aggregate Loan Amount is at least equal to the SGD Equivalent of the aggregate outstanding nominal amount of the Covered Bonds as calculated on the relevant Calculation Date. If a breach of the Asset Coverage Test occurs as of the relevant Calculation Date immediately preceding the relevant Test Date (as tested on the relevant Test Date) and is not cured as of the following Calculation Date, the Bond Trustee will serve an Asset Coverage Test Breach Notice on the Covered Bond Guarantor which (unless and until it is revoked) may result, *inter alia*, in the sale of Selected Loans (see "*Summary of the Principal Documents — Establishment Deed — Sale of Selected Loans following service of an Asset Coverage Test Breach Notice*"). If an Asset Coverage Test Breach Notice has been served and is not revoked on or before the first Test Date immediately succeeding service of such Asset Coverage Test Breach Notice on the Covered Bond Guarantor, then an Issuer Event of Default shall occur and the Bond Trustee shall be entitled (and, in certain circumstances, may be required) to serve an Issuer Acceleration Notice on the Issuer. Following service of an Issuer Acceleration Notice, the Bond Trustee must forthwith serve a Notice to Pay on the Covered Bond Guarantor.

Pursuant to the Establishment Deed, following service of a Notice to Pay on the Covered Bond Guarantor (but prior to service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor), the Amortisation Test will be satisfied if the Amortisation Test Aggregate Loan Amount is in an amount at least equal to the SGD Equivalent of the aggregate outstanding nominal amount of the Covered Bonds as of each Calculation Date. The Amortisation Test is intended to test whether the assets of the Covered Bond Guarantor fall below a certain threshold, and therefore whether the assets of the Covered Bond Guarantor are sufficient to meet its obligations under the Covered Bond Guarantee and senior expenses that rank in priority to or *pari passu* with amounts due on the Covered Bonds.

If the value of the Portfolio has not been maintained in accordance with the terms of the Asset Coverage Test and, if applicable, the Amortisation Test, then that may affect the realisable value of the Portfolio or any part thereof (both before and after the occurrence of a Covered Bond Guarantor Event of Default) and/or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee. For a further discussion of factors which may impact the ability of the Covered Bond Guarantor to make such payments (including as a consequence of the COVID-19 outbreak) see further "*--- Limited resources are available to the Covered Bond Guarantor to make payments due under the Covered Bond Guarantee.*" and "*--- There is no guarantee that the proceeds of realisation of the Charged Property following the occurrence of a Covered Bond Guarantor Event of Default will be in an amount sufficient to repay all amounts due to the Secured Creditors.*".

Prior to service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, the Asset Monitor will, subject to receipt of the relevant information from the Cash Manager, test the arithmetic accuracy of the calculations performed by the Cash Manager in respect of the Asset Coverage Test. Following service of a Notice to Pay on the Covered Bond Guarantor (but prior to service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor and the Issuer), the Asset Monitor will be required to test the arithmetic accuracy of the calculations performed by the Cash Manager in respect of the Amortisation Test. In addition, the Asset Monitor will be required to assess compliance by the Issuer with certain statutory obligations under MAS Notice 648. See "*Summary of the Principal Documents — Asset Monitor Agreement*".

Neither the Bond Trustee, the Security Trustee nor the Covered Bond Guarantor shall be responsible for monitoring compliance with the Asset Coverage Test, the Amortisation Test or any other test (including,

for completeness, the Pre-Maturity Test), or for supervising the performance by any other party of its obligations under any Transaction Document.

There is no guarantee that sufficient cash would be generated on a sale of Selected Loans by the Covered Bond Guarantor following service of an Asset Coverage Test Breach Notice or a Notice to Pay.

If an Asset Coverage Test Breach Notice or a Notice to Pay is served on the Covered Bond Guarantor (and, in the case of an Asset Coverage Test Breach Notice, for as long as such notice has not been revoked), the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) may offer to sell Selected Loans in order to remedy a breach of the Asset Coverage Test or to make payments to the Covered Bond Guarantor's creditors, including payments under the Covered Bond Guarantee, as appropriate, subject to (in respect of Selected Loans which are CPF Loans and their Related Security) the Requisite CPF Loan Legal Title Transfer Approvals being obtained. See the sections headed "*Summary of the Principal Documents — Establishment Deed — Sale of Selected Loans following service of an Asset Coverage Test Breach Notice*", "*Summary of the Principal Documents — Establishment Deed — Sale of Selected Loans following service of a Notice to Pay*" and "*Summary of the Principal Documents — Establishment Deed — Method of Sale of Selected Loans*".

There is no guarantee that:

- (i) (in respect of a Selected Loan which is a CPF Loan) the Requisite CPF Loan Legal Title Transfer Approval (if required) may be obtained (see the risk factor headed "The appointment of a Replacement Assets Trustee in respect of CPF Loans and their Related Security (and any related Top-up Loans) or the sale of Selected Loans (which are CPF Loans) to a Purchaser will require the prior consent of the CPF Board or an order of the court to implement"); or
- (ii) (in respect of any Selected Loan) a buyer will be found to acquire Selected Loans at the times required and there can be no guarantee or assurance as to the price which the Covered Bond Guarantor may be able to obtain,

which may affect the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee.

In the event that the Covered Bond Guarantee Beneficiary and the Assets Trustee fail to obtain any one of the Requisite CPF Loan Legal Title Transfer Approvals, the Declaration of Assets Trust sets out certain provisions enabling the Covered Bond Guarantee Beneficiary to sell its beneficial interest in all or any selected CPF Loan(s) and its Related Security (and any related Top-up Loans) to a third party purchaser. There can be no guarantee or assurance as to the price which the Covered Bond Guarantor may be able to obtain, which may affect the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee.

Similarly, if a Notice to Pay has been served, the Selected Loans may not be sold by the Covered Bond Guarantor for less than an amount equal to the Adjusted Required Redemption Amount for the relevant Series of Covered Bonds until six months prior to the Maturity Date in respect of such Covered Bonds or (if the same is specified as applicable in the applicable Pricing Supplement) the Extended Due for Payment Date in respect of such Covered Bonds. In the six months prior to, as applicable, the Maturity Date or Extended Due for Payment Date, the Covered Bond Guarantor may sell the Selected Loans for the best price reasonably available, notwithstanding that such price may be less than the Adjusted Required Redemption Amount. In this respect investors should note that there is not, at present, an active and liquid secondary market for secured residential mortgage loans in Singapore (or beneficial interests in respect thereof), which may impact the price at which the Covered Bond Guarantor is able to sell the Selected Loans.

There is no guarantee that sufficient cash would be generated on a sale of Selected Loans by the Covered Bond Guarantor prior to maturity of Hard Bullet Covered Bonds where there is a breach of the Pre-Maturity Test.

If there is a breach of the Pre-Maturity Test in respect of a Series of Hard Bullet Covered Bonds prior to service of a Notice to Pay on the Covered Bond Guarantor, the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) may (unless the Intercompany Loan Provider makes sufficient Advances under the Intercompany Loan Agreement or the Subordinated Loan Provider chooses to make sufficient Subordinated Advances under the Subordinated Loan Agreement or there are sufficient Available Principal Receipts) offer to sell Selected Loans to seek to generate sufficient cash to enable the Covered Bond Guarantor to pay the Final Redemption Amount on any Series of Hard Bullet Covered Bonds, should the Issuer fail to pay such amounts. See “*Summary of the Principal Documents — Establishment Deed — Sale of Selected Loans following a breach of the Pre-Maturity Test*”.

There is no guarantee that a buyer will be found to acquire Selected Loans at the times required and there can be no guarantee or assurance as to the price which the Covered Bond Guarantor may be able to obtain, which may affect payments under the Covered Bond Guarantee.

The transferee of legal title to the Loans and their Related Security may need to be licensed under the Moneylenders Act of Singapore and there is no guarantee that such transferee will be available at a time when legal title needs to be passed.

In the event legal title to any of the Loans and their Related Security are to be transferred to the Replacement Assets Trustee, a Purchaser or a Relevant Purchaser, the transferee which becomes the lender of record may need to satisfy the relevant licensing requirements under the Moneylenders Act or be exempted from such licensing requirements. The ability of the Seller or, as the case may be, the Assets Trustee to transfer the legal title to the Loans and their Related Security is dependent on various factors, including whether the transferee satisfies such licensing requirements or is exempted therefrom, and there is no guarantee that such suitable transferee would be readily available at the time legal title to the Loans and their Related Security needs to be transferred, and this may adversely affect the interests of the Covered Bondholders.

The appointment of a Replacement Assets Trustee in respect of CPF Loans and their Related Security (and any related Top-up Loans) or the sale of Selected Loans (which are CPF Loans) to a Purchaser will require the prior consent of the CPF Board or an order of the court to implement.

In the event a Replacement Assets Trustee is to be appointed in respect of CPF Loans and their Related Security (and any related Top-up Loans) following the occurrence of a Replacement Assets Trustee Event or in the event of a sale of Selected Loans (which are CPF Loans) to a Purchaser, a transfer of legal title in respect of such CPF Loans and their Related Security (and any related Top-up Loans) to such Replacement Assets Trustee or a Purchaser requires the Requisite CPF Loan Legal Title Transfer Approvals (as defined in section “*Summary of the Principal Documents — Declarations of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee*”) (unless the consent of the CPF Board to the transfer of the Mortgages relating to CPF Loans is not required in order for the transferee of such Mortgages to be accorded the priority of payments over the CPF Board in relation to the application of any proceeds from the realisation of the relevant Property). Prior to the Requisite CPF Loan Legal Title Transfer Approvals being obtained and unless the consent of the CPF Board to the transfer of Mortgages relating to CPF Loans is not required, the Covered Bond Guarantee Beneficiary and the Assets Trustee shall use reasonable endeavours to concurrently seek all of the Requisite CPF Loan Legal Title Transfer Approvals necessary to effect such transfer, which are (in summary):

- (i) where the proposed transferee is an entity licensed to carry on banking business in Singapore, obtaining a Section 55B/C Court Order approving the transfer of that part of the Assets Trustee’s

banking business that comprises legal title to such CPF Loans (without any requirement to obtain prior consent from the CPF Board prior to implementing such court-sanctioned Section 55B/C Transfer);

- (ii) (whether or not the proposed transferee is an entity licensed to carry on banking business in Singapore) the prior consent from the CPF Board to effect such transfer of the Mortgages relating to such CPF Loans; and
- (iii) where the proposed transferee is not an entity licensed to carry on banking business in Singapore;
 - (a) a Sections 210/212 Court Order approving a Sections 210/212 Scheme; and
 - (b) the prior consent from the CPF Board to such transfer of the Mortgages relating to such CPF Loans,

Section 55B/C Court Order, Section 55B/C Transfer, Sections 210/212 Court Order are each defined and more particularly described in the section “*Summary of the Principal Documents — Declaration of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee*”.

Whilst the Covered Bond Guarantee Beneficiary and the Assets Trustee are under an obligation to use reasonable endeavours to concurrently seek all of the Requisite CPF Loan Legal Title Transfer Approvals necessary to effect such transfer until any one of the Requisite CPF Loan Legal Title Transfer Approvals is obtained, there is no guarantee that any such approval would be obtained and the timeframe within which any such approval will be received is also not certain.

Sale of beneficial interest

In the event that the Covered Bond Guarantee Beneficiary and the Assets Trustee fail to obtain any one of the Requisite CPF Loan Legal Title Transfer Approvals in respect of a proposed transfer of the legal title to all or any selected CPF Loan(s) and its Related Security (and any related Top-up Loans) to a Relevant Purchaser, the Declaration of Assets Trust sets out certain provisions for the Covered Bond Guarantee Beneficiary to assign absolutely its beneficial interest in all or any selected CPF Loan(s) and its Related Security (and any related Top-up Loans) to a third party purchaser. Each such assignee shall have all rights and remedies in relation to such selected CPF Loan(s) and its Related Security (and any related Top-up Loans) under the Assets Trust which are beneficially owned by it (including, but not limited to, the right to sell its beneficial interest to such other party as it may select).

The Assets Trustee or, as the case may be, the Replacement Assets Trustee, shall at all times segregate and keep separately identifiable the CPF Loans and their Related Security (and any related Top-up Loans) held by the Covered Bond Guarantee Beneficiary and any such assignees to the extent of each of their respective beneficial interests in the CPF Loan(s) and Related Security (and any related Top-up Loans) under the Assets Trust.

Section 55B/C Transfer

A Section 55B/C Transfer procedure may be undertaken by DBS Bank itself (in its capacity as Assets Trustee) or, be effected by the Covered Bond Guarantee Beneficiary acting in the name of DBS Bank as the Assets Trustee under the Assets Trustee Power of Attorney (including in a post-insolvency situation of DBS Bank) after the occurrence of any Replacement Assets Trustee Event (see “*Summary of the Principal Documents — Declaration of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee*”).

Third parties who may have an interest in the Trust Assets (including the CPF Loans and their Related Security (and any related Top-up Loans)) such as the MAS, the CPF Board, the relevant Borrowers and/or the relevant Mortgagors of the CPF Loans, may be entitled to file objections and supporting evidence thereof in advance of the relevant Section 55B/C Transfer decision hearing by the High Court of Singapore.

Sections 55B and 55C of the Banking Act 1970 of Singapore (the “**Banking Act**”) have previously been used to effect a transfer of businesses between banks (see “*Summary of the Principal Documents — Declaration of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee — Section 55B of the Banking Act*”), although there is no precedent for the use of a Section 55B/C Transfer in relation to covered bonds. Nonetheless, it would be possible to obviate the requirement to seek the prior consent of the CPF Board to such transfer by the High Court of Singapore granting an order to that effect pursuant to Sections 55B and 55C of the Banking Act for a transfer to the Replacement Assets Trustee or a Purchaser of the legal title to the CPF Loans and their Related Security (and any related Top-up Loans) under the Assets Trust. Such powers of the High Court of Singapore in relation to Sections 55B and 55C of the Banking Act are broad enough to (a) enable the High Court of Singapore (if it is prepared to) to grant an order which would entitle the Replacement Assets Trustee to the same rights and priorities as the Assets Trustee would have been entitled to in relation to the CPF Loans and their Related Security (and any related Top-up Loans) if the transfer had not taken place, and (b) enable a transfer to be made in the absence of the consent of the CPF Board.

While a Section 55B/C Transfer provides a credible solution to obviate the need to obtain the consent of the CPF Board for the transfer of the Mortgages related to the CPF Loans, the following should, however, be noted:

- (i) although Sections 55B and 55C of the Banking Act have previously been used in Singapore to effect a transfer of businesses between banks, there is no precedent for the use of a Section 55B/C Transfer in relation to covered bonds;
- (ii) there is no guarantee that the consent of the Minister (who is charged by the Prime Minister of Singapore with responsibility for banking matters) or certification that his consent is not required will be given; and
- (iii) there is no guarantee that the requisite court order will be granted.

Consent of the CPF Board

The prior consent of the CPF Board may be sought for the transfer of the Mortgages related to the CPF Loans to a proposed transferee of a CPF Loan (whether or not such transferee is an entity licensed to carry on a banking business in Singapore). In deciding whether to consent to such a transfer, the CPF Board may consider the following factors. First, there are statutory provisions that facilitate the transfer from the Assets Trustee to the Replacement Assets Trustee of the legal title to the CPF Loans and their Related Security (and any related Top-up Loans) under the Assets Trust. Section 41 of the Trustees Act 1967 of Singapore (the “**Trustees Act**”) provides, generally, for vesting of trust property in new or continuing trustees appointed by deed. Section 41 of the Trustees Act, however, does not obviate the need for the CPF Board’s consent. Second, where the Replacement Assets Trustee or the Purchaser is a financial institution, the CPF Board may consider that the Replacement Assets Trustee or such Purchaser has the ability to manage the CPF Loans and their Related Security (and any related Top-up Loans), which may be preferable to the management of the CPF Loans and their Related Security (and any related Top-up Loans) by the Seller which is in a distressed situation (such as following an Insolvency Event). There is, however, no guarantee that the CPF Board will approve such transfer.

Sections 210/212 Scheme

The proposed transferee (that is a Singapore-incorporated company) under a Sections 210/212 Scheme does not need to be an entity licensed to carry on a banking business in Singapore (though it may need to satisfy the relevant licensing requirements under the Moneylenders Act or be exempt from such licensing requirements (see the risk factor headed “ — *The transferee of legal title to the Loans and their Related Security may need to be licensed under the Moneylenders Act of Singapore and there is no guarantee that such transferee will be available at a time when legal title needs to be passed*”). A Sections 210/212 Scheme may not obviate the contractual requirement to obtain the CPF Board’s consent to the transfer of

Mortgages related to any CPF Loans held under the Assets Trust, and hence (following the procurement of the requisite court and other approvals to the Sections 210/212 Scheme) consent from the CPF Board to its implementation will also need to be obtained. A Sections 210/212 Scheme procedure may be undertaken by DBS Bank itself (in its capacity as Assets Trustee) or, be effected by the Covered Bond Guarantee Beneficiary acting in the name of DBS Bank as the Assets Trustee under the Assets Trustee Power of Attorney (including in a post-insolvency situation of DBS Bank) after the occurrence of any Replacement Assets Trustee Event (see “*Summary of the Principal Documents — Declaration of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee*”).

Whether an order will be made approving the Sections 210/212 Scheme will depend on the circumstances of the case and there is no guarantee that such an order will be made. In broad terms, the requirements for a Sections 210/212 Scheme are:

- (i) (if the transferee is licensed to carry on banking business in Singapore) obtaining the consent of the Minister (who is charged by the Prime Minister of Singapore with responsibility for banking matters) or certification that his consent is not required (in granting his consent, the Minister is entitled to appoint an independent party to assess and produce a report on the proposed Sections 210/212 Scheme);
- (ii) obtaining a court order (by a summary application) to summon a meeting of the Covered Bondholders;
- (iii) obtaining the approval of a requisite majority of Covered Bondholders voting (a majority in number representing three-fourths (75%) in value of the outstanding nominal amount of all Covered Bonds) voting at the meeting either in person or by proxy, provided, however, that this requirement for a majority in number may be obviated if the court so orders; and
- (iv) based on the Covered Bondholder approval above, obtaining a Sections 210/212 Court Order. In considering whether to approve the scheme, the court is likely to consider, *inter alia*, (a) whether the scheme is fair and reasonable to the Covered Bondholders as a whole, (b) whether the applicant (DBS Bank or the Covered Bond Guarantee Beneficiary acting under the Assets Trustee Power of Attorney) and the majority Covered Bondholders who granted their approval to the scheme are acting *bona fide*, and (c) whether the minority of Covered Bondholders are being coerced to promote the interest of the majority Covered Bondholders who granted their approval to the scheme.

There is no guarantee that (a) the consent of the Minister (who is charged by the Prime Minister of Singapore with responsibility for banking matters) or certification that his consent is not required will be given, (b) the relevant voting thresholds will be met, (c) the High Court of Singapore will approve such Sections 210/212 Scheme and (d) the consent of the CPF Board will be forthcoming. Although Sections 210 (and 212) of the Companies Act have previously been used to effect a transfer of businesses (see “*Summary of the Principal Documents — Declaration of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee — Sections 210 (and 212) of the Companies Act*”), there is no precedent for the use of a Sections 210/212 Scheme in relation to covered bonds.

If the Requisite CPF Loan Legal Title Transfer Approvals cannot be obtained, it may not be possible to liquidate or realise the CPF Loans and their Related Security (and any related Top-up Loans) to enable the Covered Bond Guarantee Beneficiary to meet its maturing obligations under the Covered Bond Guarantee. In such circumstances, the Covered Bond Guarantor (i) will rely on receiving interest, principal and other receipts under such CPF Loans and then apply these under the Covered Bond Guarantee which may result in a delay in making scheduled payments and repayments to the Covered Bondholders and (ii) could seek to carry out a sale of its beneficial interest in all or any selected CPF Loan(s) and its Related Security (and any related Top-up Loans) to a third party purchaser (see “*Risk Factors — Risks Relating to the Covered Bond Guarantor — The appointment of a Replacement Assets Trustee in respect of CPF Loans and their Related Security (and any related Top-up Loans) or the sale of Selected Loans to a*

purchaser will require the prior consent of the CPF Board or an order of the court to implement — Sale of beneficial interest”). A delay in obtaining one of the Requisite CPF Loan Legal Title Transfer Approvals could result in a deterioration of the realisable value of the Portfolio.

Certain factors may affect the realisable value of the Portfolio or any part thereof or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee.

The Asset Coverage Test, the Amortisation Test and the Eligibility Criteria are intended to ensure that there will be an adequate amount of Loans in the Portfolio and monies standing to the credit of the Transaction Account to enable the Covered Bond Guarantor to repay the Covered Bonds following an Issuer Event of Default, service of an Issuer Acceleration Notice on the Issuer and service of a Notice to Pay on the Covered Bond Guarantor. However, whilst it is expected that Selected Loans could be realised for sufficient value to enable the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee, there is no assurance that this will be the case and it should be noted that the realisable value of Selected Loans comprised in the Portfolio may be reduced at any time due to various factors, including:

- (i) representations or warranties not being given by the Covered Bond Guarantor or (unless otherwise agreed with the Seller) the Seller;
- (ii) default by Borrowers and/or Mortgagors of amounts due on their Loans;
- (iii) changes to the Lending Criteria or Seller’s Policy;
- (iv) the Seller not having legal title to the Loans and their Related Security in the Portfolio prior to any transfer of title to the Loans and their Related Security to the Covered Bond Guarantor;
- (v) the state of the Singapore economy and/or residential property market (which may impact potential buyers);
- (vi) risks in relation to some types of Loans which may adversely affect the value of the Portfolio or any part thereof;
- (vii) (in respect of a Property subject to compulsory acquisition by the State (see “*Regulation/Legal Aspects of the Singapore Residential Mortgage Market — Land Acquisition Act*”)) any proceeds awarded for the compulsory acquisition of a relevant Property being insufficient to discharge the relevant Loan;
- (viii) limited recourse to the Seller;
- (ix) the presence of other secured liabilities relating to the All Monies Trust;
- (x) possible regulatory changes by the MAS and other regulatory authorities; and
- (xi) regulations or other issues in Singapore that could lead to some terms of the Loans being unenforceable, such as the Banking Act, the Banking Regulations of Singapore (the “**Banking Regulations**”), and notices and directives issued under the Banking Act by the MAS.

Any of these factors could be caused or exacerbated by other factors including, for example, those factors described further in “— *Terrorist activities, natural calamities and outbreak of communicable diseases around the world could lead to higher volatility in international capital markets, which may materially and adversely affect the DBS Bank Group’s business, financial condition and results of operations*”. If there is deterioration in the realisable value of the Portfolio so that Selected Loans cannot be realised for sufficient values to enable the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee, the holders of the Covered Bonds may be adversely affected.

No representations or warranties will be given by the Covered Bond Guarantor or the Seller on a sale of Selected Loans.

Following the service of an Asset Coverage Test Breach Notice (which has not been revoked) or the service of a Notice to Pay on the Covered Bond Guarantor (but in each case prior to the service of a Covered Bond Guarantor Acceleration Notice and/or the commencement of winding-up proceedings against the Covered Bond Guarantor and/or realisation of the Security), the Covered Bond Guarantor will be obliged to sell Selected Loans to third party purchasers, subject to a right of pre-emption in favour of the Seller pursuant to the terms of the Mortgage Sale Agreement and/or the Declaration of Assets Trust (see “*Summary of the Principal Documents — Establishment Deed — Method of Sale of Selected Loans*”). In respect of any sale of Selected Loans to third parties, however, the Covered Bond Guarantor will not give warranties or indemnities in respect of those Selected Loans. The Security Trustee will not be required to release the Selected Loans from the Security unless the conditions relating to release of the Security as set out in the Deeds of Charge are satisfied. There is no assurance that the Seller would give any warranties or representations in respect of the Selected Loans. Any Representations or Warranties previously given by the Seller in respect of the Loans in the Portfolio may not have value for a third-party purchaser if the Seller is then insolvent. Accordingly, there is a risk that the realisable value of the Selected Loans could be adversely affected by the lack of representations and warranties which in turn could adversely affect the ability of the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

Failure to manage retail credit risk in the Issuer's mortgage operations may adversely impact profitability

Retail credit risk is present in DBS Bank's mortgage operations and represents the potential inability of a mortgage borrower to repay their mortgage. In particular, an inability to repay may result in the repossession of the borrower's property, DBS Bank will be exposed to the credit risk of the relevant property and a subsequent loss if the value of the property upon sale is insufficient to pay the mortgage balance in full. A failure of DBS Bank to effectively manage retail credit risk could lead to an increased incidence of retail credit losses, which could impact on the profitability of the Issuer and its ability to meet obligations under the Covered Bonds as they fall due.

Borrowers and/or Mortgagors may default on their obligations due under the Loans. Defaults may occur for a variety of reasons. The Loans are affected by credit, liquidity and interest rate risks. Various factors influence mortgage delinquency rates, prepayment rates, repossession frequency and the ultimate payment of interest and principal. Examples of such factors include changes in the national or international economic climate, regional economic or housing conditions, tax laws, interest rates, inflation, the availability of financing, yields on alternative investments, political developments and government policies. Other factors in the Borrowers' and the Mortgagors' individual, personal or financial circumstances may affect the ability of Borrowers or the Mortgagors to repay the Loans. Loss of earnings, illness, divorce and other similar factors may lead to an increase in delinquencies by and bankruptcies of Borrowers or Mortgagors and could ultimately have an adverse impact on the ability of Borrowers or Mortgagors to repay the Loans. In addition, the ability of a Mortgagor to sell a property given as security for a Loan at a price sufficient to repay the amounts outstanding under that Loan will depend upon a number of factors, including the availability of buyers for that property, the value of that property and property values in general at the time.

The True Balance of any Defaulted Loans in the Portfolio will be given a reduced weighting for the purposes of any calculation of the Asset Coverage Test and the Amortisation Test.

The geographic concentration of the Loans may exacerbate the effect of changes to Singapore's economic conditions and housing markets.

To the extent that Singapore's economic conditions and housing markets may be affected by domestic and international economic events, political events, natural disasters or by movements and events that

occur in global financial markets, the effect of such events on Singapore's economic conditions and housing markets may be exacerbated due to the fact that the Loans and their Related Security are located in a single geographic market. The Covered Bond Guarantor can predict neither when nor where such events may occur nor to what extent and for how long such conditions may continue but if the timing and payment of the Loans in the Portfolio is adversely affected as described above, the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee could be reduced or delayed.

There is a risk that consumers may be able to bring an action under consumer protection legislation in Singapore.

Consumer protection legislation in Singapore is set out under three main statutes: the Unfair Contracts Terms Act 1977 of Singapore (the "UCTA"), the Misrepresentation Act 1967 of Singapore (the "Misrepresentation Act") and the Consumer Protection (Fair Trading) Act 2003 of Singapore (the "CPFTA"). The application of such consumer protection legislation may have an impact on the loans in the Portfolio.

The UCTA prohibits a supplier that is contracting with a counterparty who is dealing as a consumer or on the supplier's written standard terms of business from, by reference to a contract term:

- (i) excluding or restricting its liability for breach of contract; or
- (ii) claiming to be entitled:
 - (a) to render a contractual performance substantially different from that which was reasonably expected of it; or
 - (b) in respect of the whole or any part of its contractual obligation, to render no performance at all,

unless, in each case, the contract term satisfies the requirement of reasonableness (that is, the contract term must have been a fair and reasonable one to be included having regard to the circumstances which were, or ought reasonably to have been, known to or in the contemplation of the parties when the contract was made). Similarly, contract terms requiring the consumer to indemnify the supplier in respect of liability incurred by the supplier's negligence or breach of contract are also prohibited unless they satisfy the requirement of reasonableness.

The UCTA also provides that a person cannot exclude or restrict his liability for negligence except insofar as the term satisfies the requirement of reasonableness. This requirement applies regardless of whether or not parties are contracting as consumers or suppliers.

The Misrepresentation Act applies this requirement of "reasonableness" to terms which would exclude or restrict any liability to which a party to a contract may be subject by reason of any misrepresentation made by him before the contract was made, or any remedy available to another party to the contract by reason of such a misrepresentation.

Accordingly, there is a risk that a consumer may be able to challenge a term in the loan documentation (including terms relating to interest rates) on the basis that it does not pass the "reasonableness test" under the UCTA or the Misrepresentation Act and is therefore not binding on the consumer. In this case, the contract should still continue to bind the consumer if it is capable of continuing in existence without the unfair term.

The CPFTA (which applies to transactions involving financial services from 15 April 2009) prohibits "unfair practices". "Unfair practices" means, for a supplier in relation to a consumer transaction:

- (i) doing or saying anything, or omitting to do or say anything, if as a result a consumer might reasonably be deceived or misled;

- (ii) making a false claim;
- (iii) taking advantage of a consumer if the supplier knows or ought reasonably to know that the consumer is not in a position to protect his own interests or is not reasonably able to understand the character, nature, language or effect of the transaction or any matter related to the transaction; or
- (iv) without limiting the generality of paragraphs (a) to (c) above to do anything specified in the Second Schedule of the CPFTA — in particular, taking advantage of a consumer by including in an agreement terms or conditions that are harsh, oppressive or excessively one-sided so as to be unconscionable may be considered an unfair practice.

A consumer who has entered a consumer transaction involving an unfair practice may commence an action against the supplier under the CPFTA for a claim of up to SGD 30,000. This may potentially include challenges to interest rates. Singapore courts may order restitution of any money, property or other consideration given or furnished by the consumer, award the consumer damages in the amount of any loss or damage suffered by the consumer as a result of the unfair practice, make an order of specific performance against the supplier or make an order varying the contract between the supplier and the consumer.

Accordingly, there is a risk that a consumer may be able to bring an action against DBS Bank as the provider of the Loan, or (in the case of Non-CPF Loans) where title has passed to the Covered Bond Guarantor, against the Covered Bond Guarantor. Apart from the consumer having a claim in damages, it is also open to Singapore courts to vary the loan contract, which may have an impact on other terms under the loan.

If any of the risks highlighted above were to occur, then the realisable value of the Portfolio or any part thereof and/or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee may be affected.

The Lending Criteria may be revised by the Seller.

Each of the Loans originated by the Seller will have been originated in accordance with its Lending Criteria at the time of origination. It is expected that the Seller's Lending Criteria will generally consider type of property, term of loan, age of applicant, the loan-to-value ("LTV") ratio, status of applicant and credit history. In the event of the sale of any Non-CPF Loans and their Related Security to the Covered Bond Guarantor or the declaration of trust over any CPF Loans and their Related Security in favour of the Covered Bond Guarantee Beneficiary, the Seller will warrant only that such Loans and their Related Security were originated in accordance with the Seller's Lending Criteria applicable at the time of origination. The Seller retains the right to revise its Lending Criteria from time to time. If the Lending Criteria change in a manner that affects the creditworthiness of the Loans, that may lead to increased defaults by Borrowers and/or the Mortgagors and may affect the realisable value of the Portfolio, or part thereof, and the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee. As noted above, however, Defaulted Loans in the Portfolio will be given a zero weighting for the purposes of the calculation of the Asset Coverage Test and the Amortisation Test.

The Covered Bond Guarantor does not have legal title to the Loans and their Related Security in the Portfolio on the relevant Closing Date.

In respect of Non-CPF Loans and their Related Security, on the relevant Closing Date, the sale by the Seller to the Covered Bond Guarantor of Non-CPF Loans and their Related Security has taken or will take effect by way of an equitable assignment and legal title to the Non-CPF Loans and each of their Related Security will remain with the Seller. Transfer of the legal title to the Non-CPF Loans and their Related Security to the Covered Bond Guarantor would only occur in the limited circumstances described in "Summary of the Principal Documents — Mortgage Sale Agreement — Transfer of title to the Non-CPF Loans to the Covered Bond Guarantor or a Purchaser" and until such right arises the Covered Bond

Guarantor will not give notice of the sale of the Non-CPF Loans and their Related Security to any Borrower, Mortgagor, surety, guarantor or relevant counterparty or lodge or register caveats/instruments with the Land Titles Registry in respect of its equitable interest in the Non-CPF Loans and their Related Security.

In respect of CPF Loans and their Related Security, on the relevant Closing Date, the Assets Trustee will declare and/or include in a trust over all of the Seller's present and future rights, estate, title, interests, benefits and remedies in and to the CPF Loans and their Related Security in favour of the Covered Bond Guarantee Beneficiary. Transfer of the legal title to the CPF Loans and their Related Security to a Replacement Assets Trustee would only occur in the limited circumstances following the occurrence of a Replacement Assets Trustee Event (see "*Summary of the Principal Documents — Declaration of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee*"). The Covered Bond Guarantee Beneficiary has covenanted in the Singapore Deed of Charge that it shall not call, request or act in any manner to transfer legal title in any of the Trust Assets from the Assets Trustee to itself without the prior written consent of the Security Trustee. The Security Trustee has covenanted in the Singapore Deed of Charge that it shall not consent to any such transfer of legal title in the Trust Assets to the Covered Bond Guarantee Beneficiary in any circumstances.

Since the Covered Bond Guarantor has not obtained legal title to the Loans or their Related Security and has not protected its interest in the Loans and their Related Security by notifying any Borrower, Mortgagor, surety, guarantor or relevant counterparty nor lodging/registering any caveat or instrument with the Land Titles Registry or otherwise perfected its legal title to the Loans or their Related Security, the following risks exist:

- (i) first, if the Seller wrongly sells a Loan and its Related Security (whether a CPF Loan or a Non-CPF Loan), which has already been sold to the Covered Bond Guarantor, to another person, then such person might obtain good title to the Loan and its Related Security, free from the interests of the Covered Bond Guarantor. If this occurred, then the Covered Bond Guarantor would not have good title to the affected Loan and its Related Security and it would not be entitled to payments by a Borrower or Mortgagor in respect of that Loan. However, the risk of third party claims obtaining priority to the interests of the Covered Bond Guarantor would be likely to be limited to circumstances arising from a breach by the Seller of its contractual obligations or fraud, negligence or mistake on the part of the Seller or the Covered Bond Guarantor or their respective personnel or agents;
- (ii) second, the rights of the Covered Bond Guarantor (in respect of either the CPF Loans and/or the Non-CPF Loans) may be subject to the rights of the Borrowers and/or the Mortgagors against the Seller, such as rights of set-off, which occur in relation to transactions or deposits made between Borrowers, Mortgagors or other security providers on the one hand and the Seller on the other, and the rights of Borrowers and/or Mortgagors to redeem the Mortgages by repaying the Loans directly to the Seller;
- (iii) third, unless the Covered Bond Guarantor has perfected the assignment of the Non-CPF Loans and their Related Security (which it is only entitled to do in certain limited circumstances), the Covered Bond Guarantor would not be able to enforce any obligations of the Borrower, Mortgagor, surety, guarantor and/or any other relevant counterparty under a Non-CPF Loan or any of their Related Security (including the Mortgage itself) but would have to join the Seller as a party to any legal proceedings; and
- (iv) fourth, in the case of CPF Loans and their Related Security held under the Assets Trust, any action to enforce such CPF Loans and their Related Security will have to be taken through the Assets Trustee or in the name of the Assets Trustee (see "*Summary of the Principal Documents — Declaration of Assets Trust — Assets Trustee Power of Attorney*").

If any of the risks described above were to occur, then the realisable value of the Portfolio or any part thereof and/or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee may be affected.

Once notice has been given to the Borrowers, the Mortgagors, the sureties, the guarantors and the relevant counterparties of the assignment or transfer of the Loans and their Related Security to the Covered Bond Guarantor, the Replacement Assets Trustee or a Relevant Purchaser (as the case may be), independent set-off rights which a Borrower and/or a Mortgagor has against the Seller (such as, for example, set-off rights associated with Borrowers and/or Mortgagors holding deposits with the Seller) will crystallise and further rights of independent set-off would cease to accrue from that date and no new rights of independent set-off could be asserted following that notice. Set-off rights arising under “transaction set-off” (which are set-off claims arising out of a transaction connected with the Loan) will not be affected by that notice and will continue to exist. There is also uncertainty as to whether certain rights of set-off in relation to deposit accounts that a Borrower or Mortgagor may hold with the Seller would have to be first set off against the Loans, and in particular in the situation where a liquidator of the Issuer is or is to be appointed (see further *“Risk Factors – Risks Relating to the Covered Bond Guarantor – Set-off risk, including set-off risk arising under Section 62A of the Banking Act may adversely affect the value of the Portfolio or any part thereof”*).

Set-off risk, including set-off risk arising under Section 62A of the Banking Act may adversely affect the value of the Portfolio or any part thereof.

Section 62A of the Banking Act (“**Section 62A**”) provides that notwithstanding any written law or rule of law relating to the winding-up of companies, in the event of the winding-up of a bank in Singapore, a liquidator shall first set-off a depositor’s liabilities to the bank against any deposit of the depositor placed with the bank that is accepted (a) in Singapore dollars; or (b) on terms under which the deposit may be repaid by the bank in Singapore dollars. As such, the amount owing by the depositor under the Loans could then be set-off against any deposit of the depositor placed with the bank, possibly reducing the amount recoverable under the Loans. This section is intended to protect depositors. Without such set-off, the depositor would have to pay the full extent of its liabilities to the bank and may possibly only receive a dividend or partial payment in respect of deposits of the depositor placed with the bank, in the case of insolvency of the Seller where a liquidator is appointed.

There has not been any failure of any major bank in Singapore in the history of modern Singapore. The scope of Section 62A has not been tested in the Singapore courts. It is likely that from the moment (in respect of Non-CPF Loans and their Related Security) notice of the sale and assignment or (in respect of CPF Loans and their Related Security (and any related Top-up Loans)) notice of the transfer to the Replacement Assets Trustee is given to the Borrowers and/or Mortgagors, and provided such notices are given sufficiently early and at a time when the Seller is a going concern and is able to pay its debts in the ordinary course of business as they fall due, that the liabilities of the Borrowers and/or the Mortgagors are then owed to the Covered Bond Guarantor (where the notice of the sale and assignment is concerned) or the Replacement Assets Trustee (where the notice of transfer is concerned) and not the Seller. On a literal reading of Section 62A, if such notice is given before a liquidator is appointed for the Seller, there would be no liabilities to the Seller to which Section 62A may apply. Hence, there would be no Section 62A set-off. If Section 62A does not apply, this may mean that Borrowers and/or Mortgagors may not have sufficient time to react, e.g. by transferring their deposits to another bank, and may well lose the benefit of Section 62A, the moment notice is given. At the minimum, it is likely that if the sale and assignment of the Non-CPF Loans and their Related Security, or the transfer of the legal title to the CPF Loans and their Related Security (and any related Top-up Loans) to the Replacement Assets Trustee happen prior to the insolvency of the Seller and the Borrowers and/or the Mortgagors are given notice of the sale and assignment well before any commencement of winding up of the Seller and appointment of a liquidator, the likelihood is that Singapore courts would uphold the sale and assignment and hold that set-off pursuant to Section 62A will not apply.

While the scope of Section 62A remains untested in the Singapore courts, it is likely that if the notice of assignment or notice of transfer is given to the Borrowers and/or the Mortgages (i) well before the commencement of winding-up of the Seller or the appointment of any liquidator of the Seller, and (ii) when the Seller is a going concern and is able to pay its debts in the ordinary course of business as they fall due, a Singapore court may respect the sale and assignment of the Non-CPF Loans and their Related Security and the sale of and declaration of trust over the CPF Loans and their Related Security (and any related Top-up Loans) respectively, and hold that set-off pursuant to Section 62A will not apply. The property of the Covered Bond Guarantor and/or the Replacement Assets Trustee should not be utilised to meet the Seller's liabilities. It is possible that where the depositors have been given sufficiently early notice of assignment or notice of transfer, the depositors would have the means and opportunity to make necessary arrangements in relation to their deposits if there are any concerns relating to the insolvency of the Seller. There is no certainty that this is the position the Singapore courts will adopt and in any event, there has not been any definitive statement or indication to date as to what constitutes an acceptable interval between (in the case of Non-CPF Loans and their Related Security) the sale and assignment and (in the case of CPF Loans and their Related Security (and any related Top-up Loans)) the transfer of legal title under the Assets Trust, and the insolvency of the Seller, such that Section 62A will not apply.

As described above, the sale of Non-CPF Loans by the Seller to the Covered Bond Guarantor will be effected by an equitable assignment and in respect of CPF Loans and their Related Security (and any related Top-up Loans), a trust will be declared by the Assets Trustee in favour of the Covered Bond Guarantee Beneficiary. As a result, legal title to the Loans and their Related Security will remain with the Seller. Therefore, the rights of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary may be subject to the direct rights of the Borrowers and/or the Mortgages against the Seller, including rights of set-off which occur in relation to transactions or deposits made between the Borrowers and/or the Mortgages and the Seller existing prior to notification to the Borrowers and/or Mortgages of the assignment of the Loans and their Related Security (and any related Top-up Loans).

There may also be significant delays in transferring the legal title to the CPF Loans and their Related Security (and any related Top-up Loans) subject to the Assets Trust (see further "*Risk Factors — Risks Relating to the Covered Bond Guarantor — The appointment of a Replacement Assets Trustee in respect of CPF Loans and their Related Security (and any related Top-up Loans) or the sale of Selected Loans (which are CPF Loans) to a Purchaser will require the prior consent of the CPF Board or an order of the court to implement*"). There is no guarantee that the transfer of the legal title to the CPF Loans and their Related Security (and any related Top-up Loans) under the Assets Trust to the Replacement Assets Trustee will complete prior to the application of Section 62A.

The exercise of set-off rights by Borrowers and/or Mortgages may adversely affect the realisable value of the Portfolio and/or the ability of the Covered Bond Guarantor to make payments under the Covered Bond Guarantee. The Asset Coverage Test has been structured to mitigate the potential set-off risk (although there is no assurance that such risks will be accounted for) (see "*Summary of the Principal Documents — Establishment Deed — Asset Coverage Test*").

Delays may result from an insolvency or resolution of the Seller.

There has not been any failure of any major bank in Singapore in the history of modern Singapore, and there is no certainty or precedent as to how a major bank insolvency or resolution will be conducted or dealt with. Under various powers conferred on the MAS, the MAS may issue directions or orders that may, amongst other things, impact the running and management of a bank, including the Seller, for example by directing that there be a change of management. There are also insolvency procedures that may come into play when a bank becomes insolvent. In the case of insolvency of the Seller, an insolvency practitioner, e.g. a liquidator, could be appointed who would take over the management of the Seller.

The change of management or imposition of safeguards and other implications arising from resolution or insolvency proceedings of the Seller could delay actual recovery by the Covered Bond Guarantor from the

Seller of the Loans and their Related Security that had been sold by the Seller to the Covered Bond Guarantor. For instance, if there is a need for Covered Bond Guarantor to sue the Seller to recover the Loans and their Related Security, there may be moratoriums which may prohibit the commencement of legal proceedings for obtaining a Section 55B/C Court Order or a Sections 210/212 Court Order until such moratoriums are lifted. Such moratoriums may be lifted with the permission of the court but securing such permission may take some time and cause some delays. Costs may also have to be incurred in respect of the procedures described above. Furthermore, the MAS may temporarily suspend termination rights for contracts due to resolution measures (or proposed resolution measures). This suspension cannot exceed two business days in length, but this can result in some delays.

Delays may result from an insolvency of the Covered Bond Guarantor.

Where the Covered Bond Guarantor is insolvent and undergoes certain insolvency procedures, there may be delays on the part of the Security Trustee to enforce security provided by the Covered Bond Guarantor. For one, there would be a moratorium against the enforcement of security once a judicial management application is made, and this moratorium may be extended if a judicial management order is made. Pursuant to section 91(8)(d) of the IRDA, read with the Prescribed Companies Order, a judicial management order shall not be made in relation to a covered bond special purpose vehicle or securitisation special purpose vehicle (i.e. the Covered Bond Guarantor). Under section 94(13) of the IRDA, an interim judicial manager or a judicial manager must not be appointed to the Covered Bond Guarantor (as a covered bond special purpose vehicle or securitisation special purpose vehicle) in a voluntary judicial management procedure either. However, the Court may nevertheless grant a judicial management order in relation to the Covered Bond Guarantor if it considers that the public interest so requires. If so, the moratoriums would apply. The permission of the court or the judicial manager would be required to lift the moratorium and this may result in delays in enforcement of security. In addition, there is also a moratorium against actions and proceedings which may apply in the case of judicial management, schemes of arrangement and/or winding up in relation to the Covered Bond Guarantor (there are wider moratoriums against the enforcement of security under sections 64 and 65 of the IRDA in relation to creditors' schemes of arrangement, though pursuant to section 63(3) of the IRDA, read with the Prescribed Companies Order, such moratoriums do not apply to the Covered Bond Guarantor as a covered bond special purpose vehicle or securitisation special purpose vehicle). This moratorium can be lifted with court permission and in the case of judicial management, with the permission of the judicial manager. Accordingly, if there is any need for the Security Trustee to sue the Covered Bond Guarantor in connection with the enforcement of the security, the need to obtain court permission may result in delays in being able to bring or continue legal proceedings that may be necessary in the process of recovery.

If a judicial manager is appointed, the judicial manager would be able to dispose of security that is the subject of a floating charge and with the permission of the court, security that is the subject of a fixed charge. The costs and expenses of judicial management rank ahead of the claims of the floating chargee.

The Security Trustee would have security in the form of fixed and floating charges over all the assets of the Covered Bond Guarantor and would be entitled to appoint a receiver and manager of all the assets of Covered Bond Guarantor. With such rights, and if the Court is satisfied that the prejudice that would be caused to the Security Trustee if the judicial management order is made is disproportionately greater than the prejudice that would be caused to unsecured creditors of the Covered Bond Guarantor if the application is dismissed, the Security Trustee would have a strong right to object to the appointment of any judicial manager, save only in the case where public interest so requires.

A judicial management order may affect the Security Trustee's ability to enforce the security.

In a judicial management of the Covered Bond Guarantor, subject to certain safeguards, security of equal or higher priority may be granted in favour of a rescue financier (section 101 of the IRDA). Note however that pursuant to section 91(8)(d) of the IRDA, a judicial management order shall not be made in relation to a bank or a covered bond special purpose vehicle or securitisation special purpose vehicle (i.e. the

Covered Bond Guarantor) (when read with the Prescribed Companies Order). However, the Court may nevertheless grant a judicial management order in relation to the Covered Bond Guarantor if it considers that the public interest so requires. If so, such provisions in relation to the judicial management may apply to the Covered Bond Guarantor and as such, if there is an application by a rescue financier, security of equal or higher priority to that of the Security Trustee's may be granted to the said rescue financier.

In addition, in a Court application for judicial management of the Covered Bond Guarantor, the Court must dismiss an application for a judicial management order if the making of the order is opposed by a person who has appointed or is entitled to appoint such a receiver and manager (i.e. the Security Trustee) and the Court is satisfied that the prejudice that would be caused to the said person (i.e. the Security Trustee) if the order is made is disproportionately greater than the prejudice that would be caused to unsecured creditors of the company if the application is dismissed. If the Security Trustee fails to satisfy the Court on the issue of prejudice, there is a risk that the Court may not dismiss the application for the judicial management order.

Prohibitions against ipso facto clauses may affect termination or modification of rights.

Section 440 of the IRDA prevents, amongst other things, the termination or amendment of a term under an agreement with a company, or termination or modification of any right or obligation under any agreement with the company, by reason only that judicial management or scheme proceedings are commenced or that the company is insolvent. This includes security agreements. While section 440 does not apply where the subject company is a covered bond special purpose vehicle or a securitisation special purpose vehicle (which includes the Covered) (under section 440(5)(a) of the IRDA read with the Insolvency, Restructuring and Dissolution (Prescribed Companies under Section 440) Order 2020), and while contracts or agreements that are covered bonds or are connected with a covered bond or the issuing of a covered bond are excluded from the application of section 440 (under section 440(5)(a) of the IRDA read with the Insolvency, Restructuring and Dissolution (Prescribed Contracts under Section 440) Regulations 2020), this exclusion remains untested and there is no assurance that a Court will find that all of the relevant agreements are "connected with" the covered bond and that section 440 should not apply.

All land in Singapore may be acquired by the State under the Land Acquisition Act 1966 of Singapore.

All land in Singapore may be acquired by the State under the Land Acquisition Act 1966 of Singapore (the "**Land Acquisition Act**"), including Property the subject of Mortgages in the Portfolio. Generally, a public purpose or a certain specified purpose, such as the building of transportation, infrastructure or public housing, must be present before the State may exercise its rights of compulsory acquisition in respect of such land. The declaration for the acquisition of land for such purpose is usually published by way of notification in the Government Gazette and such notification is conclusive evidence that the land is needed for the purpose specified in the notification.

Upon the publication of the notification, the Collector of Land Revenue will be directed to take proceedings for the acquisition of land. A notice will be published in the daily local newspapers circulating in Singapore stating, *inter alia*, that the State intends to acquire the land and that claims to compensation for all interests in the land may be made to the Collector of Land Revenue. Notices will also be served on every person known or believed to be interested in the land or any person known or believed to be entitled to act for a person so interested, to inform them of the same.

Thereafter, the Collector of Land Revenue shall proceed to inquire into any objections and as soon as possible after the conclusion of the inquiry make an award of the area of the land to be acquired, the compensation which in his opinion should be allowed for the land and the apportionment of compensation among all persons known or believed to be interested in the land. Compensation will be based on the market value of the land to be acquired under the Land Acquisition Act.

There is no guarantee or assurance that the amount of compensation paid for the acquired Property will be of sufficient value to enable the Covered Bond Guarantor to meet its obligations under the Covered Bond Guarantee.

Covered Bondholders will have limited recourse to the Seller and the Issuer in respect of a breach of Representation and Warranty.

The Covered Bond Guarantor, the Bond Trustee and the Security Trustee will not undertake any investigations, searches or other actions on any Loan or its Related Security and will rely instead on the Representations and Warranties given in the Mortgage Sale Agreement by the Seller in respect of the Loans and their Related Security sold by it to the Covered Bond Guarantor.

If any Loan or its Related Security sold by the Seller does not materially comply with any of the Representations and Warranties made by the Seller as at the Closing Date of that Loan or that Related Security, then the Seller will be required to notify the Covered Bond Guarantor and the Security Trustee as soon as reasonably practical after becoming aware of the fact and, upon receipt of a request to do the same from the Covered Bond Guarantor, remedy the breach within 30 days of receipt by it of the request.

If the Seller fails to remedy the breach of a Representation and Warranty within 30 days, then the Seller will be required (but only prior to the occurrence of an Issuer Event of Default and after the service of a Loan Repurchase Notice) to repurchase or accept surrender on such date that the Covered Bond Guarantor may direct in the Loan Repurchase Notice the relevant Loan and its Related Security and any other Loans of the relevant Borrower and/or the relevant Mortgagor that are included in the Portfolio.

The repurchase price payable upon the repurchase of any Non-CPF Loan and its Related Security or surrender of the Trust Assets relating to any CPF Loan and its Related Security (and any related Top-up Loans) by the Covered Bond Guarantee Beneficiary is an amount equal to the True Balance of such Loan as of the date of repurchase. There shall be an adjustment made to the purchase price on or before the second Covered Bond Guarantee Payment Date falling after the relevant repurchase date to take account of, *inter alia*, arrears of interest and accrued interest and amounts received by the Seller under such Loan or Loans in the period up to (but excluding) the relevant repurchase date in respect of such Loan or Loans.

There can be no assurance that the Seller, in the future, will have the financial resources to repurchase a Non-CPF Loan or Non-CPF Loans and its or their Related Security or accept surrender of the Trust Assets relating to any CPF Loan and its Related Security (and any related Top-up Loans) by the Covered Bond Guarantee Beneficiary and make the required Distribution. However, if the Seller does not repurchase or accept surrender those Loans and their Related Security which are in breach of the Representations and Warranties, then the True Balance of those Loans will be excluded from the calculation of the Asset Coverage Test. There is no further recourse to the Seller or the Issuer in respect of a breach of a Representation or Warranty.

The repayment of the Demand Loan will rank ahead of payments under the Covered Bond Guarantee.

The Demand Loan at any relevant time will be equal to the difference between the outstanding principal balance of the Intercompany Loan and the principal amount of the Guarantee Loan at that time. The Guarantee Loan, at any relevant time, is in an amount equal to:

- (i) the SGD Equivalent of the outstanding nominal amount of the Covered Bonds at that time, plus;
- (ii) an amount equal to the aggregate principal amount outstanding (or, in the case of assets in the form of Loans (other than Converted Loans), the True Balance) of additional assets in excess of (a) above, as required to satisfy (and determined in accordance with) the Asset Coverage Test; minus
- (iii) the outstanding principal amount of the Subordinated Loan (excluding, for the avoidance of doubt, interest and other non-principal amounts thereunder).

The Demand Loan is therefore a voluntary level of over-collateralisation above what is strictly required under the Asset Coverage Test. For this reason, the Intercompany Loan Provider may demand the repayment of that Demand Loan at any point in time prior to service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, *provided that*, following the repayment of that Demand Loan and the Asset Coverage Test will continue to be complied with. Following a Demand Loan Repayment Notice or service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, the Demand Loan must be repaid. In all circumstances, repayment of the Demand Loan will rank ahead of payments under the Covered Bond Guarantee. Repayment of principal on the Demand Loan may (at the discretion of the Intercompany Loan Provider) (and, following the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, shall only) be made by payment in kind with the transfer of Demand Loan Repayment Assets, in each case in accordance with the terms of the Intercompany Loan Agreement, to the Intercompany Loan Provider, or by the reassignment, release and/or surrender of the Covered Bond Guarantor's equitable rights, estate, title, interests, benefits and remedies in such Loans and their Related Security to the Intercompany Loan Provider where a legal title perfection has not yet occurred in respect of those Loans. The repayment of the Demand Loan will be made in priority to amounts owed to other Secured Creditors, including the Covered Bondholders.

Further, the Demand Loan Repayment Assets (and certain principal collections in respect of the Demand Loan Repayment Assets) will not form part of the assets that are applied by the Security Trustee in accordance with the Post-Enforcement Priority of Payments following the occurrence of a Covered Bond Guarantor Event of Default and delivery of a Covered Bond Guarantor Acceleration Notice.

In order to provide sufficient time to the Servicer and the Cash Manager to select and transfer or reassign, release and surrender the Covered Bond Guarantor's rights, estate, title, interests, benefits and remedies in respect of the relevant Demand Loan Repayment Assets to or in favour of, as the case may be, the Intercompany Loan Provider in accordance with the terms of the Intercompany Loan Agreement, the terms of the Singapore Deed of Charge provide that the Security Trustee may only apply amounts in accordance with the Post-Enforcement Priority of Payments on and after the first Covered Bond Guarantee Payment Date following the earlier of:

- (a) 30 days following the service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor; and
- (b) the date the Asset Percentage is fixed following the service of a Covered Bond Guarantor Acceleration Notice in accordance with the Intercompany Loan Agreement.

Covered Bondholders should therefore include such analysis of the Demand Loan in their review of the level of over-collateralisation in the Portfolio from time to time. Payments to Secured Creditors, including the Covered Bondholders, may also be delayed in respect of the Post-Enforcement Priority of Payments.

Risk relating to the Volcker Rule

The Covered Bond Guarantor relies on an exclusion or exemption under the Investment Company Act contained in Section 3(c)(5)(C), although there may be additional exclusions or exemptions available to the Covered Bond Guarantor. The Covered Bond Guarantor is being structured so as not to constitute a "covered fund" for purposes of the regulations adopted to implement Section 619 of the Dodd-Frank Act (such statutory provision together with such implementing regulations (the "**Volcker Rule**"). The Volcker Rule generally prohibits "banking entities" (which is broadly defined to include U.S. banks and bank holding companies and many non-U.S. banking entities, together with their respective subsidiaries and other affiliates) from:

- (i) engaging in proprietary trading;
- (ii) acquiring or retaining an ownership interest in or sponsoring a "covered fund"; and
- (iii) entering into certain relationships with such funds, subject to certain exceptions.

Under the Volcker Rule, unless jointly determined otherwise by specified federal regulators, a “covered fund” does not include an issuer that may rely on an exclusion or exemption from the definition of “investment company” under the Investment Company Act other than the exclusions contained in Section 3(c)(1) and Section 3(c)(7) of the Investment Company Act. Any prospective investor in the certificates, including a U.S. or foreign bank or a subsidiary or other affiliate thereof, should consult its own legal advisers regarding such matters and other effects of the Volcker Rule.

Risks Relating to the Covered Bonds

Limitations on further issuances of Covered Bonds issued under the Programme.

Save in respect of the first issue of Covered Bonds issued under the Programme, Covered Bonds issued under the Programme will either be fungible with an existing Series of Covered Bonds or have different terms from an existing Series of Covered Bonds (in which case they will constitute a new Series).

All Covered Bonds issued from time to time will rank *pari passu* with each other in all respects and will share in the security granted by the Covered Bond Guarantor under the Deeds of Charge. If an Issuer Event of Default occurs in respect of a particular Series of Covered Bonds, the Covered Bonds of all Series outstanding will accelerate at the same time against the Issuer (following service of an Issuer Acceleration Notice) but will be subject to, and have the benefit of, payments made by the Covered Bond Guarantor under the Covered Bond Guarantee (following service of a Notice to Pay). Subject as provided in Condition 9 and the Trust Deed, if a Covered Bond Guarantor Event of Default occurs, following service of a Covered Bond Guarantor Acceleration Notice, the Covered Bonds of all Series outstanding will accelerate against the Issuer (if not already accelerated following an Issuer Event of Default) and the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee will accelerate.

There can be no assurance that further issuances will not adversely affect existing holders of the Covered Bonds.

Security Trustee’s and Bond Trustee’s powers may affect the interests of the Covered Bondholders.

In the exercise of its duties, powers, trusts, authorities and discretions, the Security Trustee shall only have regard to the interests of the Covered Bondholders. In the exercise of its duties, powers, trusts, authorities and discretions, the Security Trustee shall not act on behalf of the Seller.

In having regard to the interests of the Covered Bondholders, the Security Trustee shall be entitled to rely solely on a written confirmation from the Bond Trustee as to whether, in the opinion of the Bond Trustee, any matter, action or omission is or is not in the interests of or is not prejudicial or materially prejudicial to the interests of, the Covered Bondholders. The Bond Trustee shall have sole responsibility for resolving conflicts of interest as between the Covered Bondholders or any Series or class of them, subject to and in accordance with the provisions of the Trust Deed and the Conditions of the Covered Bonds.

If, in connection with the exercise of its powers, trusts, authorities or discretions, the Bond Trustee is of the opinion that the interests of the Covered Bondholders of any one or more Series would be materially prejudiced thereby, the Bond Trustee shall not exercise such power, trust, authority or discretion without the approval of such Series of Covered Bondholders by Extraordinary Resolution or by a direction in writing of such Covered Bondholders of not less than one-quarter of the outstanding notional amount of the Covered Bonds of the relevant Series then outstanding. There can be no assurance that the view taken by the Bond Trustee as to what is materially prejudicial to the interests of the Covered Bondholders will accord with the views of any Covered Bondholder.

The Bond Trustee and the Security Trustee may agree to modifications to the Transaction Documents without, respectively, the Covered Bondholders' or Secured Creditors' prior consent.

Pursuant to Condition 10, and certain provisions of the Trust Deed and the Deeds of Charge, the Bond Trustee has the ability to agree to or direct the Security Trustee to agree to certain modifications (save in relation to a Series Reserved Matter), waivers and authorisations under the Covered Bonds and the Transaction Documents (including the waiver of any Issuer Event of Default and/or Covered Bond Guarantor Event of Default) without consultation with, or the consent or sanction of, the Covered Bondholders or the other Secured Creditors.

In addition, the rating criteria used by the Rating Agencies to assign a rating to the Covered Bonds may be amended by the Rating Agencies from time to time. Following amendments to the relevant rating criteria by the Rating Agency applicable to a Swap Agreement, the Covered Bond Guarantor, each relevant Swap Provider, the Bond Trustee and Security Trustee may agree to amend and restate the relevant Swap Agreements in order to implement the new rating criteria so as to maintain the ratings then assigned to the Covered Bonds. Such amendments may be prejudicial to the interest of the Covered Bondholders.

Subject as provided in Condition 10 and the Trust Deed, the Bond Trustee must, or must direct the Security Trustee to, agree to modifications, waivers and authorisations as referred to above if so directed by:

- (i) an Extraordinary Resolution of the Covered Bondholders; or
- (ii) the holders of not less than one-quarter of the nominal amount of the Covered Bonds of the relevant Series then outstanding.

Further, in respect of a Transaction Document to which the Bond Trustee or the Security Trustee is a party, the Bond Trustee or the Security Trustee (as the case may be) may agree without the consent of the Covered Bondholders, Receiptholders or Couponholders to the amendment to such Transaction Document (including, without limitation, adding, changing or removing parties and correcting or rectifying any ambiguity, defective provisions, errors, omissions or inconsistencies) to the Transaction Document, *provided that*, following the first Issue Date, the Cash Manager has delivered a Rating Agency Confirmation to the Covered Bond Guarantor, the Agent, the Security Trustee and the Bond Trustee in respect of such amendment and the Cash Manager has confirmed in writing to the Agent, the Security Trustee and the Bond Trustee (as the case may be) and to the Covered Bond Guarantor that in its opinion such amendment will not have an adverse effect on the amount and timing of any payment to the Covered Bondholders. Any such amendment shall be binding on all Covered Bondholders, Receiptholders and all Couponholders and, if the Bond Trustee or the Security Trustee, as applicable, so requires, shall be notified to the Covered Bondholders as soon as possible. The Security Trustee and the Bond Trustee (as the case may be) may in its discretion (but shall not be obliged to) rely on the Rating Agency Confirmation delivered to them. Investors should note the risk factor entitled "*Risk Factors — Risks Relating to the Covered Bonds — Risks Relating to Rating Agency Confirmations in respect of Covered Bonds*" as well as the definition of "Rating Agency Confirmation" set out in the glossary of defined terms at the end of this Offering Circular.

Certain decisions of the Covered Bondholders must be taken at Programme level.

Any Extraordinary Resolution to direct the Bond Trustee to serve an Issuer Acceleration Notice following an Issuer Event of Default or to direct the Bond Trustee to serve a Covered Bond Guarantor Acceleration Notice following a Covered Bond Guarantor Event of Default and any direction to the Bond Trustee to take any enforcement action or to direct the Security Trustee to take any enforcement action must be passed at a single meeting of the Covered Bondholders of all Series then outstanding. Therefore, the holders of a single Series of Covered Bonds may not be able to give any directions to the Bond Trustee or the Security Trustee without the agreement of the holders of other outstanding Series of Covered Bonds.

Obligations under the Covered Bond Guarantee may be extended beyond the Maturity Date of the Covered Bonds.

Following the failure by the Issuer to pay the Final Redemption Amount of a Series of Covered Bonds on their Maturity Date (subject to applicable grace periods) and if, following the service of an Issuer Acceleration Notice on the Issuer and of a Notice to Pay on the Covered Bond Guarantor (by no later than the date which falls one Business Day prior to the Extension Determination Date), payment of the Guaranteed Amounts corresponding to the Final Redemption Amount in respect of such Series of the Covered Bonds are not paid in full, then the payment of such Guaranteed Amounts may be automatically deferred. The Issuer is not required to notify Covered Bondholders of such deferral. This will occur (subject to no Covered Bond Guarantor Event of Default having occurred) if the Pricing Supplement for a relevant Series of Covered Bonds provides that such Covered Bonds are subject to an Extended Due for Payment Date.

To the extent that the Covered Bond Guarantor has received a Notice to Pay in sufficient time and has sufficient monies available to pay in whole or in part the Guaranteed Amounts corresponding to the relevant unpaid portion of the Final Redemption Amount in respect of the relevant Series of Covered Bonds, the Covered Bond Guarantor shall make such payment in accordance with the Guarantee Priority of Payments and as described in Condition 5(a) on any Interest Payment Date up to and including the relevant Extended Due for Payment Date. Payment of the unpaid amount shall be deferred automatically until the applicable Extended Due for Payment Date (where the relevant Series of Covered Bonds are subject to an Extended Due for Payment Date). The Covered Bondholders should be aware that the Extended Due for Payment Date will be the date specified in the applicable Pricing Supplement, interest will continue to accrue and be payable on the unpaid amount in accordance with Condition 4 (*Interest and other Calculations*) and the Covered Bond Guarantor will pay Guaranteed Amounts constituting Scheduled Interest on each Original Due for Payment Date and the Extended Due for Payment Date. In these circumstances, except where the Covered Bond Guarantor has failed to apply money in accordance with the Guarantee Priority of Payments, failure by the Covered Bond Guarantor to make payment in respect of the Final Redemption Amount on the Maturity Date (or such later date within any applicable grace period) shall not constitute a Covered Bond Guarantor Event of Default. However, failure by the Covered Bond Guarantor to pay Guaranteed Amounts corresponding to the Final Redemption Amount or the balance thereof, as the case may be, on the Extended Due for Payment Date and/or pay Guaranteed Amounts constituting Scheduled Interest on any Original Due for Payment Date or the Extended Due for Payment Date will (subject to any applicable grace period) be a Covered Bond Guarantor Event of Default.

The Maturity Dates for different Series of Covered Bonds may not be the same. In the case of a Series of Covered Bonds which are subject to an Extended Due for Payment Date (as specified in the applicable Pricing Supplement), if the principal amounts have not been repaid in full, as described in more detail above, by the Extension Determination Date, then the repayment of unpaid principal amounts shall be deferred until the Extended Due for Payment Date. This means that a Series of Covered Bonds having an earlier Maturity Date than such Extended Due for Payment Date may start receiving principal repayments in advance of the Series of Covered Bonds in respect of which unpaid principal amounts have been deferred until such Extended Due for Payment Date.

The Extended Due for Payment Dates for different Series of Covered Bonds to which an Extended Due for Payment Date applies may not be the same. On each Covered Bond Guarantee Payment Date following the service of a Notice to Pay on the Covered Bond Guarantor (but prior to the service of a Covered Bond Guarantor Acceleration Notice and/or the commencement of winding-up proceedings against the Covered Bond Guarantor and/or the realisation of the Security), the Covered Bond Guarantor will apply Available Revenue Receipts and Available Principal Receipts in accordance with the Guarantee Priority of Payments. To the extent that the amount available for distribution under the Guarantee Priority of Payments would be insufficient to pay the Scheduled Interest, the Scheduled Principal or the Final

Redemption Amount of any Series of Covered Bonds to which an Extended Due for Payment Date applies, the shortfall will be divided amongst all such Series of Covered Bonds on a *pro rata* and *pari passu* basis.

General volatility in the wholesale funding markets may affect the ability of the Issuer to fulfil its ongoing obligations under the Programme.

Since the second half of 2007, disruption in the global markets, coupled with the re-pricing of credit risk and the deterioration of the housing markets in the United States and elsewhere, have created difficult conditions in the financial markets. These conditions have resulted in historic volatility, less liquidity or no liquidity, widening of credit spreads and a lack of price transparency in certain markets, both primary and secondary, including with respect to the mortgage-backed securities and covered bond markets. These adverse market conditions have resulted in the failures of a number of financial institutions in the United States and Europe and unprecedented action by governmental authorities, regulators and central banks around the world. While market conditions have shown signs of improvement in certain sectors of the global credit markets, it is difficult to predict whether, or to what extent, such market improvement will continue and/or how long the adverse market conditions will continue to exist. Additionally, there can be no assurance that the market for covered bonds will continue to recover, or to the same degree as other recovering global credit market sectors.

If wholesale funding markets do not continue to improve, or deteriorate further, it may have an adverse effect on the ability of the Issuer (acting in its various capacities under the Programme) to fulfil its ongoing obligations under the Programme and, as a result, the performance of the Covered Bonds may be adversely affected.

The Issuer may issue Covered Bonds which may give rise to particular risks for potential investors.

A wide range of Covered Bonds may be issued under the Programme. A number of these Covered Bonds may have features which contain particular risks for potential investors. Set out below is a description of certain such features:

- (i) An optional redemption feature is likely to limit the market value of Covered Bonds. During any period when the Issuer may elect to redeem Covered Bonds, the market value of those Covered Bonds generally will not rise substantially above the price at which they can be redeemed. This also may be true prior to any redemption period. The Issuer may be expected to redeem Covered Bonds when its cost of borrowing is lower than the interest rate on the Covered Bonds. At those times, an investor generally would not be able to reinvest the redemption proceeds at an effective interest rate as high as the interest rate on the Covered Bonds being redeemed and may only be able to do so at a significantly lower rate. Potential investors should consider reinvestment risk in light of other investments available at that time.
- (ii) The Issuer may issue Covered Bonds where the issue price is payable in more than one instalment. Failure to pay any subsequent instalment could result in an investor losing all of its investment. Covered Bonds with floating interest rates can be volatile investments. If they are structured to include multipliers or other leverage factors, or caps or floors, or any combination of those features or other similar related features, their market values may be even more volatile than those for securities that do not include those features.
- (iii) Fixed/Floating Rate Covered Bonds may bear interest at a rate that the Issuer may elect to convert from a fixed rate to a floating rate, or from a floating rate to a fixed rate. The Issuer's ability to convert the interest rate will affect the secondary market and the market value of such Covered Bonds since the Issuer may be expected to convert the rate when it is likely to produce a lower overall cost of borrowing. If the Issuer converts from a fixed rate to a floating rate, the spread on the Fixed/Floating Rate Covered Bonds may be less favourable than then prevailing spreads on comparable Floating Rate Covered Bonds tied to the same reference rate. In addition, the new floating rate at any time

may be lower than the rates on other Covered Bonds. If the Issuer converts from a floating rate to a fixed rate, the fixed rate may be lower than then prevailing rates on its Covered Bonds.

The market values of securities issued at a substantial discount or premium to their nominal amount tend to fluctuate more in relation to general changes in interest rates than do prices for conventional interest-bearing securities. Generally, the longer the remaining term of the securities, the greater the price volatility as compared to conventional interest-bearing securities with comparable maturities.

- (iv) In the case of Covered Bonds which have denominations consisting of a minimum denomination or denominations of such Covered Bonds as specified in the applicable Pricing Supplement (the “**Specified Denomination**”) plus one or more higher integral multiples of another smaller amount, it is possible that Covered Bonds may be traded in amounts that are not integral multiples of such minimum Specified Denomination. In such a case, a Covered Bondholder who, as a result of trading such amounts, holds a nominal amount of less than the minimum Specified Denomination will not receive a Definitive Covered Bond in respect of such holding (should Definitive Covered Bonds be printed) and would need to purchase a nominal amount of Covered Bonds such that it holds an amount equal to one or more Specified Denominations.

If Definitive Covered Bonds are issued, holders should be aware that Definitive Covered Bonds which have a denomination that is not an integral multiple of the minimum Specified Denomination may be illiquid and difficult to trade.

The regulation and reform of “benchmark” rates of interest and indices may adversely affect the value of Covered Bonds linked to or referencing such “benchmarks”.

The Programme allows for the issuance of Covered Bonds that reference certain interest rates or other types of rates or indices which are deemed to be “benchmarks”, in particular with respect to certain Floating Rate Covered Bonds where the Reference Rate (as defined in the Conditions) may be , HIBOR, EURIBOR, SONIA Benchmark, SOFR Benchmark or SORA Benchmark or another such benchmark. The Pricing Supplement for the Covered Bonds will specify whether HIBOR, EURIBOR, SONIA Benchmark, SOFR Benchmark or SORA Benchmark or another such benchmark is applicable.

Interest rates and indices which are deemed to be or used as “benchmarks” are the subject of recent international regulatory guidance and proposals for reform. Some of these reforms are already effective whilst others are still to be implemented. These reforms may cause such benchmarks to perform differently than in the past, to disappear entirely or to have other consequences which cannot be predicted. Any such consequence could have a material adverse effect on any Covered Bond linked to or referencing such a benchmark.

More broadly, any of the international reforms or the general increased regulatory scrutiny of benchmarks, could increase the costs and risks of administering or otherwise participating in the setting of a benchmark and complying with any such regulations or requirements.

The elimination of any benchmarks, or changes in the manner of administration of any benchmark, could require an adjustment to the terms and conditions, or result in other consequences, in respect of any Covered Bonds linked to such benchmark. Such factors may have the following effects on certain benchmarks:

- (i) discourage market participants from continuing to administer or contribute to the benchmark;
- (ii) trigger changes in the rules or methodologies used in the benchmark; or
- (iii) lead to the disappearance of the benchmark.

Any of the above changes or any other consequential changes as a result of international reforms or other initiatives or investigations, could have a material adverse effect on the value of and return on any Covered Bonds linked to or referencing a benchmark.

Where Screen Rate Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Covered Bonds is to be determined, the Conditions provide that the Rate of Interest shall be determined by reference to the relevant screen page or website depending on whether the Reference Rate is specified as being (or derived from) HIBOR, EURIBOR, SONIA Benchmark, SOFR Benchmark or SORA Benchmark. In the case of any discontinuation or disapplication of such Reference Rate in accordance with the Conditions, which may include circumstances where the regulatory supervisor of the administrator of the original Reference Rate makes a public statement that such Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market, Condition 4(j) sets out more details on the mechanics for determining the Rate of Interest in the absence of the original applicable Reference Rate. Such mechanics may involve the determination of a replacement Reference Rate and a spread adjustment to be applied to such replacement Reference Rate. The use of any replacement Reference Rate and application of a spread adjustment determined in accordance with Condition 4(j) to determine the Rate of Interest is likely to result in Covered Bonds initially linked to or referencing the original applicable Reference Rate performing differently (which may include payment of a lower Rate of Interest, as applicable) than they would do if the original applicable Reference Rate were to continue to apply in its current form. Any such determination which involves the exercise of discretion by the Issuer or, if the designated person is an affiliate of the Issuer, such affiliate, may also present the Issuer or such affiliate with a conflict of interest.

Furthermore, if a replacement Reference Rate has been determined by the Issuer (or its designated person, as the case may be) in accordance with Condition 4(j), the Conditions provide that the Issuer may vary the Conditions and/or the Trust Deed, as necessary to ensure the proper operation of such replacement Reference Rate, without any requirement for consent or approval of the Covered Bondholders.

Where Condition 4(j) is specified in the relevant Pricing Supplement as the applicable mechanics for determining a replacement Reference Rate, there may be circumstances in which a new replacement Reference Rate may not be able to be determined before the next Interest Determination Date. In such event, the Rate of Interest for the next succeeding Interest Period will be the Rate of Interest applicable as at the last preceding Interest Determination Date before the discontinuation or disapplication of the original Reference Rate in accordance with the Conditions. This is likely to result in Covered Bonds linked to or referencing the relevant benchmark performing differently (which may include payment of a lower Rate of Interest) than they would do if the relevant benchmark were to continue to apply, or if a replacement Reference Rate could be determined. The initial Rate of Interest, or the Rate of Interest applicable as at the last preceding Interest Determination Date before the discontinuation or disapplication of the original applicable Reference Rate in accordance with the Conditions, could, as a result, continue to apply to maturity, which would lead to the floating rate Covered Bonds, in effect, becoming fixed rate Covered Bonds.

Where ISDA Determination is specified as the manner in which the Rate of Interest in respect of Floating Rate Covered Bonds is to be determined, the Conditions provide that the Rate of Interest in respect of the Floating Rate Covered Bonds shall be determined by reference to the relevant Floating Rate Option in the 2006 ISDA Definitions. Where the Floating Rate Option specified is an "IBOR" Floating Rate Option, the Rate of Interest may be determined by reference to the relevant screen rate or the rate determined on the basis of quotations from certain banks. If the relevant IBOR is permanently discontinued and the relevant screen rate or quotations from banks (as applicable) are not available, the operation of these provisions may lead to uncertainty as to the Rate of Interest that would be applicable, and may, adversely affect the value of, and return on, the Floating Rate Covered Bonds.

Investors should consult their own independent advisers and make their own assessment about the potential risks imposed by any international reforms in making any investment decision with respect to any Covered Bonds linked to or referencing a benchmark.

Negative benchmark rates would reduce the rate of interest on the Floating Rate Covered Bonds.

The interest rate to be borne by the Floating Rate Covered Bonds is based on a spread over the relevant benchmark, including EURIBOR, HIBOR, SONIA Benchmark, SOFR Benchmark or SORA Benchmark or another benchmark. Changes in the relevant benchmark rate will affect the rate at which the Floating Rate Covered Bonds accrue interest and the amount of interest payments on the Floating Rate Covered Bonds. To the extent that the relevant benchmark rate decreases below 0.00% for any interest period, the rate at which the Floating Rate Covered Bonds accrue interest for such interest period may be reduced by the amount by which such benchmark rate is negative. Any such movements would be limited to a rate of 0.00% (unless otherwise set out in the relevant Pricing Supplement).

The market continues to develop in relation to risk-free rates (including overnight rates) as reference rates for Floating Rate Covered Bonds.

Investors should be aware that the market continues to develop in relation to risk-free rates, as reference rates in the capital markets and their adoption as alternatives to the relevant interbank offered rates. For example, on 29 November 2017, the Bank of England and the United Kingdom Financial Conduct Authority announced that the Bank of England's Working Group on Sterling Risk-Free Rates had been mandated with implementing a broad-based transition to the Sterling Overnight Index Average ("**SONIA**") over the following four years across sterling bond, loan and derivatives markets, so that SONIA is established as the primary sterling interest rate benchmark by the end of 2021. The New York Federal Reserve (the "**NY Federal Reserve**") also began to publish SOFR in April 2018, and the Alternative Reference Rates Committee (the "**ARRC**") has published its Paced Transition Plan which outlines the key milestones until the end of 2021 to facilitate a smooth and orderly transition from USD LIBOR to SOFR. On 30 August 2019, the MAS similarly announced the establishment of a steering committee (being the Steering Committee for SOR Transition to SORA ("**SC-STs**")) to oversee an industry-wide benchmark transition from SOR to SORA, and on 27 October 2020, the SC-STs announced industry timelines to support a coordinated shift away from the use of SOR in financial products and accelerate usage of SORA, including that all financial institutions and their customers should, by end-April 2021, cease usage of SOR in new loans and securities that mature after end-2021. On 31 March 2021, the SC-STs further announced new industry timelines to cease issuance of SOR derivatives and SIBOR-linked financial products by end-September 2021, including that all financial institutions and their customers should cease usage of SOR in new derivatives contracts (with certain exceptions) by end-September 2021. On 29 July 2021, the SC-STs further announced new industry timelines encouraging wholesale market participants to substantially shift out of their legacy SOR exposures by 31 December 2021, with specific recommendations in respect of corporate loans, derivatives and bonds to facilitate the transitions from SOR to SORA. For the retail loan market, the SC-STs has announced a longer transition period from September 2021 to October 2022.

In addition, market participants and relevant working groups are exploring alternative reference rates based on risk-free rates, examples of which include Term SONIA reference rates and Term SOFR reference rates (which seek to measure the market's forward expectation of an average SONIA or SOFR rate over a designated term). The market or a significant part thereof may adopt an application of risk-free rates that differs significantly from that set out in the Conditions and used in relation to any that reference risk-free rates issued under the Programme. The Issuer may in the future also issue Covered Bonds referencing risk-free rates that differ materially in terms of interest determination when compared with any previous Covered Bonds referencing the same risk-free rate issued by it under the Programme. The development of risk-free rates as interest reference rates for the Eurobond markets and of the market infrastructure for adopting such rates could result in reduced liquidity or increased volatility or could otherwise affect the market price of any Covered Bonds issued under the Programme which references any such risk-free rate from time to time.

Furthermore, the basis of deriving certain risk-free rates, such as SONIA Benchmark, SOFR Benchmark or SORA Benchmark, may mean that interest on Covered Bonds which reference any such risk-free rate would only be capable of being determined after the end of the relevant Observation Period and immediately prior to the relevant Interest Payment Date. It may be difficult for investors in Covered Bonds which reference any such risk-free rate to estimate reliably the amount of interest which will be payable on such Covered Bonds, and some investors may be unable or unwilling to trade such Covered Bonds without changes to their IT systems, both of which could adversely impact the liquidity of such Covered Bonds. Further, if Covered Bonds referencing SONIA Benchmark, SOFR Benchmark or SORA Benchmark become due and payable as a result of an event of default under Condition 9, the rate of interest payable for the final Interest Period in respect of such Covered Bonds shall only be determined on the date which the Covered Bonds become due and payable and shall not be reset thereafter. Investors should consider these matters when making their investment decision with respect to any such Covered Bonds.

In addition, the manner of adoption or application of risk-free rates in the Eurobond markets may differ materially compared with the application and adoption of such risk-free rates in other markets, such as the derivatives and loan markets. Investors should carefully consider how any mismatch between the adoption of risk-free rates across these markets may impact any hedging or other financial arrangements which they may put in place in connection with any acquisition, holding or disposal of Covered Bonds referencing such risk-free rates.

Since risk-free rates are relatively new market indices, Covered Bonds linked to any such risk-free rate may have no established trading market when issued, and an established trading market may never develop or may not be very liquid. Market terms for debt securities indexed to any risk-free rate, such as the spread over the index reflected in interest rate provisions, may evolve over time, and trading prices of such Covered Bonds may be lower than those of later-issued indexed debt securities as a result. Further, if any risk-free rate to which a series of Covered Bonds is linked does not prove to be widely used in securities like the Covered Bonds, the trading price of such Covered Bonds linked to a risk-free rate may be lower than those of Covered Bonds linked to indices that are more widely used. Investors in such Covered Bonds may not be able to sell such Covered Bonds at all or may not be able to sell such Covered Bonds at prices that will provide them with a yield comparable to similar investments that have a developed secondary market, and may consequently suffer from increased pricing volatility and market risk. Daily changes in such rates may also be more volatile than daily changes in other benchmarks or market rates, such that the value on and value of Covered Bonds linked to risk-free rates may fluctuate more than floating rate debt securities linked to less volatile rates. There can also be no guarantee that any risk-free rate to which a series of Covered Bonds is linked will not be discontinued or fundamentally altered in a manner that is materially adverse to the interests of investors in Covered Bonds referencing such risk-free rate. If the manner in which such risk-free rate is calculated is changed, that change may result in a reduction of the amount of interest payable on such Covered Bonds and the trading prices of such Covered Bonds.

There are risks associated with modifying or amending the terms and conditions of the Covered Bonds by way of a meeting of Covered Bondholders.

The terms and conditions of the Covered Bonds contain provisions for calling meetings of Covered Bondholders to consider matters affecting their interests generally. These provisions permit defined majorities to bind all Covered Bondholders, including Covered Bondholders who did not attend and vote at the relevant meeting and Covered Bondholders who voted in a manner contrary to the majority.

The Issuer and Covered Bondholders may face certain risks associated with any changes to English law or Singapore law or administrative practice after the date of the issue of the relevant Covered Bonds.

The terms and conditions of the Covered Bonds are based on English law (and the Transaction Documents are governed by English or Singapore law as specified in the applicable Pricing Supplement) in effect as at the date of issue of the relevant Covered Bonds. No assurance can be given as to the impact of any

possible judicial decision or change to English law, Singapore law or administrative practice after the date of issue of the relevant Covered Bonds.

Limited liquidity of the Covered Bonds may affect the market price of the Covered Bonds.

The Covered Bonds will not be registered under the Securities Act or the securities or blue sky laws of any state of the United States. The Covered Bonds may be offered, and may be resold outside of the United States within the meaning of and in compliance with Regulation S. The Covered Bonds may also be offered, and may be resold, within the United States to institutional investors that qualify as QIBs, within the meaning of and in compliance with Rule 144A, or pursuant to another exemption from the registration requirements of the Securities Act. Consequently, the Covered Bonds are subject to restrictions on transfer and resale.

The Covered Bonds are a new issue of securities with no established trading market. Application may be made to list the Covered Bonds on the Official List of the SGX-ST. However, if for any reason the Covered Bonds are not listed, the liquidity of the Covered Bonds may be negatively impacted.

The Covered Bonds may have no established trading market when issued, and one may never develop. If a market does develop, it may not be liquid. Therefore, investors may not be able to sell their Covered Bonds easily or at prices that will provide them with a yield comparable to similar investments that have a developed secondary market. This is particularly the case for Covered Bonds that are especially sensitive to interest rate, currency, credit or market risks and/or are designed for specific investment objectives or strategies or have been structured to meet the investment requirements of limited categories of investors. These types of Covered Bonds generally would have a more limited secondary market and more price volatility than conventional debt securities. Illiquidity may have an adverse effect on the market value of the Covered Bonds. Even if the Covered Bonds are traded, they may trade at a discount from their initial issue price, depending on prevailing interest rates, the market for similar securities, the DBS Bank Group's performance and other factors.

The Dealers have made no commitment and have no obligation to make a market in the Covered Bonds. Therefore, no assurance can be given that any Dealer will actually make a market in any Covered Bonds that are issued under the Programme, or if it does, that it will continue to make a market in the future. No assurance can be given that an active trading market for any Covered Bonds will develop, and therefore the liquidity of the Covered Bonds may be considerably less than for comparable debt securities.

Changes in accounting principles may have an impact on the DBS Bank Group's financials.

The DBS Bank Group is subject to risk around changes in accounting standards that may change the basis upon which the DBS Bank Group reports its financial results.

There can be no assurance that any such changes will not have a material adverse impact on the DBS Bank Group's financial statements in future periods.

Singapore accounting and corporate disclosure standards may result in more limited disclosure than in other jurisdictions.

The DBS Bank Group is subject to Singapore's accounting standards and requirements that differ in certain material respects from those applicable to banks in certain other countries. Also, there may be less publicly available information about Singapore listed companies than is regularly made available by or about listed companies in certain other countries. This Offering Circular does not include a reconciliation of the financial statements of DBS Bank or the DBS Bank Group to U.S. GAAP and there can be no assurance that such reconciliation would not identify material quantitative differences.

Investors should consult their own professional advisers for an understanding of the differences between SFRS(I) and U.S. GAAP and the generally accepted accounting principles of other jurisdictions and how those differences might affect the financial information contained in this Offering Circular.

Covered Bondholders may be subject to Singapore taxation.

The Covered Bonds to be issued from time to time under the Programme during the period from the date of this Offering Circular to 31 December 2023 are intended to be “qualifying debt securities” for the purposes of the Income Tax Act 1947 of Singapore (the “**Income Tax Act**”) subject to the fulfilment of certain conditions more particularly described in the section “*Taxation — Singapore Taxation*”.

However, there is no assurance that such Covered Bonds will continue to enjoy the tax concessions in connection therewith should the relevant tax laws be amended or revoked at any time.

Issuance of additional Covered Bonds may be treated as a separate series for U.S. federal income tax purposes.

The Issuer may, without the consent of the Covered Bondholders, issue additional Covered Bonds with identical terms. These additional Covered Bonds, even if they are treated for non-tax purposes as part of the same series as the original Covered Bonds, in some cases may be treated as a separate issue for U.S. federal income tax purposes. In such a case, among other things, the additional Covered Bonds may be considered to have been issued with OID (as defined in “*Taxation – United States Taxation*”) even if the original Covered Bonds had no OID, or the additional Covered Bonds may have a greater amount of OID than the original Covered Bonds. These differences may affect the market value of the original Covered Bonds if the additional Covered Bonds are not otherwise distinguishable from the original Covered Bonds.

Risks relating to the ratings of the Covered Bonds.

The ratings assigned to the Covered Bonds address:

- (i) the likelihood of full and timely payment to holders of the Covered Bonds of all payments of interest on each Interest Payment Date; and
- (ii) the likelihood of ultimate payment of principal in relation to Covered Bonds on (i) the Maturity Date thereof, or (ii) if the Covered Bonds are subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee in accordance with the applicable Pricing Supplement, on the Extended Due for Payment Date thereof.

Any Rating Agency may lower its rating or withdraw its rating if, in the sole judgement of the Rating Agency, the credit quality of the Covered Bonds has declined or is in question. If any rating assigned to the Covered Bonds is lowered or withdrawn, the market value of the Covered Bonds may be reduced.

In addition, at any time any Rating Agency may revise its relevant rating methodology with the result that, amongst other things, any rating assigned to the Covered Bonds may be lowered.

A rating is not a recommendation to buy, sell or hold securities and may be subject to suspension or withdrawal (or, as noted above, revision) at any time. A credit rating may not reflect the potential impact of all of the risks related to the structure, market, additional factors discussed above, and other factors that may affect the value of the Covered Bonds. Any downgrade in the rating of the Issuer by the Rating Agencies may have a negative impact on the ratings of the Covered Bonds.

Credit ratings assigned to the Covered Bonds do not necessarily mean that they are a suitable investment. Similar ratings on different types of covered bonds do not necessarily mean the same thing. The ratings do not address the marketability of the Covered Bonds or any market practice. Any change in the credit ratings of the Covered Bonds or the DBS Bank Group could adversely affect the price that a subsequent purchaser will be willing to pay for the Covered Bonds. The significance of each rating should be analysed independently from any other rating.

In general, European regulated investors are restricted under Regulation (EC) No. 1060/2009 (as amended) (the “**CRA Regulation**”) from using credit ratings for regulatory purposes, unless such ratings are issued by a credit rating agency established in the EU and registered under the CRA Regulation (and such registration has not been withdrawn or suspended), subject to transitional provisions that apply in

certain circumstances whilst the registration application is pending. Such general restriction will also apply in the case of credit ratings issued by non-EU credit rating agencies, unless the relevant credit ratings are endorsed by an EU-registered credit rating agency or the relevant non-EU rating agency is certified in accordance with the CRA Regulation (and such endorsement action or certification, as the case may be, has not been withdrawn or suspended). Certain information with respect to the credit rating agencies and ratings referred to in this Offering Circular, is set out in “*Overview of the Programme — Ratings*” of this Offering Circular. The list of registered and certified rating agencies (which includes Moody’s and Fitch Ratings Ltd.) published by the European Securities and Markets Authority (“**ESMA**”) on its website in accordance with the CRA Regulation is not conclusive evidence of the status of the relevant rating agency included in such list, as there may be delays between supervisory measures being taken against a relevant rating agency and the publication of the updated ESMA list. Fitch Australia Pty Limited is not established in the European Union and has not applied for registration under the CRA Regulation. However, the credit ratings of Fitch Australia Pty Limited are endorsed on an ongoing basis by Fitch Ratings Ltd. pursuant to and in accordance with the CRA Regulation.

Risks relating to Rating Agency Confirmations in respect of Covered Bonds.

A written Rating Agency Confirmation that any action proposed to be taken by the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee or any other of the parties to the Transaction Documents will not have an adverse effect on the then current rating of the Covered Bonds does not, for example, confirm that such action (i) is permitted by the terms of the Transaction Documents or (ii) is in the best interests of, or not prejudicial to, the Covered Bondholders. While entitled to have regard to the fact that the Rating Agencies may have confirmed that the then current rating of the relevant Series of Covered Bonds would not be adversely affected, the above does not impose or extend any actual or contingent liability on the Rating Agencies to the Secured Creditors (including the Covered Bondholders), the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, the other parties to the Transaction Documents or any other person or create any legal relationship between the Rating Agencies and the Secured Creditors (including the Covered Bondholders), the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, the other parties to the Transaction Documents or any other person, whether by way of contract or otherwise.

Any such written Rating Agency Confirmation may or may not be given at the sole discretion of each Rating Agency. It should be noted that, depending on the timing of delivery of the request and any information needed to be provided as part of any such request, it may be the case that a Rating Agency cannot provide a written Rating Agency Confirmation in the time available or at all, and the Rating Agency should not be responsible for the consequences thereof. A written Rating Agency Confirmation, if given, will be given on the basis of the facts and circumstances prevailing at the relevant time and in the context of cumulative changes to the transaction of which the securities form part since the issuance closing date. A written Rating Agency Confirmation represents only a restatement of the opinions given, and is given on the basis that it will not be construed as advice for the benefit of any parties to the transaction.

Certain Rating Agencies have indicated that they will no longer provide Rating Agency Confirmations as a matter of policy. Therefore, an authorised signatory of the Issuer or, following the occurrence of an Issuer Event of Default, the Covered Bond Guarantor, may certify in writing to the Security Trustee and the Bond Trustee that, in its opinion (and where a Rating Agency was prepared to consult with the Issuer or the Covered Bond Guarantor, as applicable, this opinion is based on consultation with that Rating Agency), such action would not cause the ratings of the Covered Bonds to be reduced or withdrawn by the Rating Agencies. To the extent that no written Rating Agency Confirmation or certification can be obtained, any action to be taken will be determined in accordance with the provisions of the relevant Transaction Documents, specifically the relevant modification and waiver provisions.

Any credit ratings on DBS Bank or the Covered Bonds may not reflect all risks associated with investing in DBS Bank or the Covered Bonds, and a downgrade in the ratings of DBS Bank or the Covered Bonds may affect the market price of the Covered Bonds.

DBS Bank is one of the highest rated commercial banks in Asia with long-term issuer ratings of “AA-” from Fitch, “Aa1” from Moody’s and “AA-” from Standard & Poor’s. DBSH’s and DBS Bank’s credit ratings have stable outlooks from Fitch, Moody’s and Standard & Poor’s. The ratings reflect the ability of the Issuer to make timely payment of principal and interest on senior unsecured debts. There can be no assurance that the ratings will remain in effect for any given period or that the ratings will not be revised by the rating agencies in the future if, in their judgment, circumstances so warrant. For example, on 4 March 2020, Fitch released a statement in which it noted that it had, amongst other things, placed 26 Asia Pacific banks under criteria observation, which included DBS Bank and, subsequently, on 9 April 2020, Fitch placed DBSH’s and DBS Bank’s Long-Term Issuer Default ratings and Viability Ratings on Rating Watch Negative to reflect the increased near-term downside risks from the economic implications of the COVID-19 pandemic. On 8 April 2021, Fitch revised DBSH’s and DBS Bank’s Long-Term Issuer Default ratings to Stable. Any actual or perceived reduction in DBSH’s or DBS Bank’s financial strength or viability, whether due to a credit rating downgrade or any other factor, could materially and adversely affect DBSH’s or DBS Bank’s business, financial condition or results of operations as any such development may, among other things, negatively affect DBSH’s and/or DBS Bank’s relationship with its stakeholders (including, for example, customers or employees, shareholders, creditors or investors), and impact DBSH’s or DBS Bank’s ability to obtain financing on a timely and competitive basis.

In addition, not all issues of Covered Bonds may be rated and even if one or more independent credit rating agencies assigns credit ratings to an issue of Covered Bonds, the ratings may not reflect the potential impact of all risks related to structure, market, additional factors discussed above, and other factors that may affect the value of the Covered Bonds. A credit rating is not a recommendation to buy, sell or hold securities and may be suspended, revised, downgraded or withdrawn by the assigning rating agency at any time.

The book-entry registration system of the Covered Bonds may reduce the liquidity of any secondary market for the Covered Bonds and may limit the receipt of payments by the beneficial owners of the Covered Bonds.

Because transfers of interests in the Global Covered Bonds or Global Certificates can be effected only through book entries at CDP, the CMU, Euroclear or Clearstream, in the case of the Global Covered Bonds or Global Certificates to be issued in reliance on Regulation S, or DTC, in the case of the Global Certificates to be issued in reliance on Rule 144A, for the accounts of their respective participants, the liquidity of any secondary market for Global Covered Bonds or Global Certificates may be reduced to the extent that some investors are unwilling to hold Covered Bonds in book-entry form in the name of a CDP, the CMU, DTC, Euroclear or Clearstream participant. The ability to pledge interests in the Global Covered Bonds or Global Certificates may be limited due to the lack of a physical certificate. Beneficial owners of Global Covered Bonds or Global Certificates may, in certain cases, experience delay in the receipt of payments of principal and interest since such payments will be forwarded by the paying agent to CDP, the CMU, DTC, Euroclear or Clearstream, as applicable, who will then forward payment to their respective participants, who (if not themselves the beneficial owners) will thereafter forward payments to the beneficial owners of the interests in the Global Covered Bonds or Global Certificates. In the event of the insolvency of CDP, the CMU, DTC, Euroclear or Clearstream or any of their respective participants in whose name interests in the Global Covered Bonds or Global Certificates are recorded, the ability of beneficial owners to obtain timely or ultimate payment of principal and interest on Global Covered Bonds or Global Certificates may be impaired.

Covered Bonds may not be a suitable investment for all investors.

The Covered Bonds are complex and high risk financial instruments. Each potential investor in any Covered Bonds must determine the suitability of that investment in light of its own circumstances. In particular, each potential investor should:

- (i) have sufficient knowledge and experience to make a meaningful evaluation of the relevant Covered Bonds, the merits and risks of investing in the relevant Covered Bonds and the information contained in this Offering Circular or any applicable supplement;
- (ii) have access to, and knowledge of, appropriate analytical tools to evaluate, in the context of its particular financial situation, an investment in the relevant Covered Bonds and the impact such investment will have on its overall investment portfolio;
- (iii) have sufficient financial resources and liquidity to bear all of the risks of an investment in the relevant Covered Bonds, including where principal or interest is payable in one or more currencies, or where the currency for principal or interest payments is different from the potential investor's currency;
- (iv) understand thoroughly the terms of the relevant Covered Bonds and be familiar with the behaviour of any relevant indices and financial markets; and
- (v) be able to evaluate (either alone or with the help of a financial adviser) possible scenarios for economic, interest rate and other factors that may affect its investment and its ability to bear the applicable risks.

Some Covered Bonds are complex financial instruments and such instruments may be purchased as a way to reduce risk or enhance yield with an understood, measured and appropriate addition of risk to their overall portfolios. A potential investor should not invest in Covered Bonds which are complex financial instruments unless it has the expertise (either alone or with the help of a financial adviser) to evaluate how the Covered Bonds will perform under changing conditions, the resulting effects on the value of such Covered Bonds and the impact this investment will have on the potential investor's overall investment portfolio. A potential investor should ensure that it has sufficient knowledge and experience (either alone or with the help of a financial adviser) to make its own legal, tax, accounting and financial evaluation of the merits and risks of investing in the Covered Bonds and that it considers the suitability of the Covered Bonds as an investment in light of its own circumstances and financial condition.

Legal investment considerations may restrict certain investments.

The investment activities of certain investors are subject to legal investment laws and regulations, or review or regulation by certain authorities. Each potential investor should consult its legal advisers to determine whether and to what extent:

- (i) the Covered Bonds are legal investments for it;
- (ii) the Covered Bonds can be used as collateral for various types of borrowing; and
- (iii) other restrictions apply to its purchase or pledge of any Covered Bonds.

Financial institutions should consult their legal advisers or the appropriate regulators to determine the appropriate treatment of Covered Bonds under any applicable risk-based capital or similar rules.

The Covered Bonds may not be a suitable investment for all investors seeking exposure to green or sustainable development assets.

Pursuant to the recommendations in the voluntary process guidelines for issuing Green Bonds (the "**Green Bond Principles**") as published by the International Capital Market Association that issuers use external assurance to confirm their alignment with the key features of the Green Bond Principles in respect of any issuances for which the use of proceeds are intended to be applied in respect of any green bond projects or related purposes, Sustainalytics Australia Pty. Ltd. ("**Sustainalytics**") was engaged to issue a

framework overview and second party opinion dated 13 July 2017 in accordance with the Green Bond Principles (June 2017) and other external party may be further engaged to issue a framework overview and/or second party opinion (the “**Second Party Opinion(s) Reports**”) in relation to the DBS Group’s Green Bond Framework (as may be updated or amended from time to time, the “**DBS Green Bond Framework**”, which is publicly available).

In addition, the Issuer may engage an external party in respect of a particular Series of Covered Bonds to issue an independent limited assurance report (a “**Limited Assurance Report**”) in relation to the proposed use of proceeds, project evaluation and selection, management of proceeds and/or reporting for any particular Series of Covered Bonds from time to time (together with the Second Party Opinion(s) Reports, the “**Green Bond Reports**”).

The Issuer may agree to certain reporting and use of proceeds obligations as described under “*Use of Proceeds*” in the applicable Pricing Supplement in respect of any particular Series of Covered Bonds which may make reference to such Green Bond Reports. However:

- (i) it will not be an Issuer Event of Default or Covered Bond Guarantor Event of Default under the terms and conditions of any such Covered Bonds if the Issuer fails to comply with any such obligations in respect of any particular Series of Covered Bonds; and
- (ii) the Green Bond Reports are not incorporated into, and do not form part of, this Offering Circular or the relevant Pricing Supplement.

Neither the Issuer, the Dealers nor any other person makes any representation or assurances as to:

- (i) the suitability of any such Green Bond Reports; or
- (ii) whether any such Covered Bonds will meet investor criteria and expectations regarding green or sustainable development for any investors.

Any such Green Bond Report may provide an opinion on certain environmental, social, sustainability and related considerations but is not intended to address any credit, market or other aspects of an investment in any particular Series of Covered Bonds including, without limitation, market price, marketability, investor preference or suitability of any security. No representation or assurance is given as to the suitability or reliability of any opinion or certification of any third party made available in connection with an issue of Covered Bonds issued as Green Bonds. For the avoidance of doubt, any such opinion or certification is not incorporated in this Offering Circular. Any such opinion or certification is not a recommendation by the Issuer, the Arranger, the Dealer or any other person to buy, sell or hold any such Covered Bonds and is current only as of the date it was issued. Prospective investors must determine for themselves the relevance of any such opinion or certification and/or the information contained therein. While it is the intention of the Issuer to apply the proceeds of any Covered Bonds issued as Green Bonds for eligible projects and to report on the use of proceeds or eligible projects, there is no contractual obligation to do so. There can be no assurance that any such eligible projects will be available or capable of being implemented in the manner anticipated and, accordingly, that the Issuer will be able to use the proceeds for such eligible projects as intended. In addition, there can be no assurance that eligible projects will be completed as expected or achieve the impacts or outcomes (environmental, social or otherwise) originally expected or anticipated. None of a failure by the Issuer to allocate the proceeds of any Covered Bonds issued as Green Bonds or a failure of a third party to issue (or to withdraw) an opinion or certification in connection with an issue of Green Bonds or the failure of the Covered Bonds issued as Green Bonds to meet investors’ expectations requirements regarding any “green”, “sustainable”, “social” or similar labels will constitute an Event of Default or breach of contract with respect to any of the Covered Bonds issued as Green Bonds. In addition, a withdrawal of any such Green Bond Report may affect the value of the Covered Bonds and/or may have consequences for certain investors with portfolio mandates to invest in green or sustainable assets.

Any such Green Bond Reports are not recommendations to buy, sell or hold securities and are only current as of the date they were initially issued; any such Green Bond Reports are for information purposes only and neither the Issuer, Sustainalytics, any third party engaged to issue such Green Bond Reports nor any other person accepts any form of liability for the substance of any such Green Bond Report(s) and/or any liability for loss arising from the use of any such Green Bond Report(s) and/or the information provided therein.

No assurance is given by the Issuer, the Arranger or the Dealers that such use of proceeds will satisfy any present or future investment criteria or guidelines with which an investor is required, or intends, to comply, in particular with regard to any direct or indirect environmental or sustainability impact of any project or uses, the subject of or related to, the DBS Green Bond Framework.

Furthermore, there is currently no market consensus on what precise attributes are required for a particular project to be defined as 'green' or 'sustainable', and therefore no assurance can be provided to investors that the Issuer's projects will meet all investor expectations regarding sustainability performance. Neither the Issuer nor any other person makes any representation as to the whether the Covered Bonds will meet certain green or sustainability criteria required by the potential investors. In the event that the Covered Bonds are included in any dedicated 'green', 'environmental', 'sustainable' or other equivalently-labelled index, no representation or assurance is given by the Issuer or any other person that such listing or admission, or inclusion in such index, satisfies any present or future investor expectations or requirements as regards to any investment criteria or guidelines with which such investor or its investments are required to (or intend to) comply, whether by any present or future applicable law or regulations or by its own by-laws or other governing rules or investment portfolio mandates.

Furthermore, it should be noted that the criteria for any such listings or admission to trading may vary from one stock exchange or securities market to another. No representation or assurance is given or made by the Issuer, the Arranger, the Dealer or any other person that any such listing or admission to trading will be obtained in respect of any such Covered Bonds or that any such listing or admission to trading will be maintained during the life of the Covered Bonds.

A failure of the Covered Bonds issued as Green Bonds to meet investor expectations or requirements as to their "green", "sustainable", "social" or equivalent characteristics including the failure to apply proceeds for eligible projects, the failure to provide, or the withdrawal of, a third party opinion or certification, the Covered Bonds ceasing to be listed or admitted to trading on any dedicated stock exchange or securities market as aforesaid or the failure by the Issuer to report on the use of proceeds or eligible projects as anticipated, may have a material adverse effect on the value of such Covered Bonds and/or may have consequences for certain investors with portfolio mandates to invest in green assets (which consequences may include the need to sell the Covered Bonds as a result of the Covered Bonds not falling within the investor's investment criteria or mandate).

Each potential investor of any Covered Bonds should determine for itself the relevance of the information contained in this Offering Circular and the Pricing Supplement in respect of any particular Series of Covered Bonds (including regarding the use of proceeds of the issue of any Covered Bonds) and its purchase of the Covered Bonds should be based upon such investigation as it deems necessary.

Risks Relating to the Market Generally

Investment in Covered Bonds may be subject to certain risks associated with exchange rate fluctuations and any modifications to exchange controls.

The Issuer will pay principal and interest on the Covered Bonds in the currency specified (the "**Settlement Currency**"). This presents certain risks relating to currency conversions if an investor's financial activities are denominated principally in a currency or currency unit (the "**Investor's Currency**") other than the Settlement Currency. These include the risk that exchange rates may significantly change (including

changes due to devaluation of the Settlement Currency or revaluation of the Investor's Currency) and the risk that authorities with jurisdiction over the Investor's Currency may impose or modify exchange controls. An appreciation in the value of the Investor's Currency relative to the Settlement Currency would decrease:

- (i) the Investor's Currency-equivalent yield on the Covered Bonds;
- (ii) the Investor's Currency equivalent value of the principal payable on the Covered Bonds; and
- (iii) the Investor's Currency equivalent market value of the Covered Bonds.

Government and monetary authorities may impose (as some have done in the past) exchange controls that could adversely affect an applicable exchange rate. As a result, investors may receive less interest or principal than expected, or no interest or principal.

Implementation of the final set of Basel III reforms may affect the capital requirements and/or liquidity associated with a holding of the Covered Bonds for certain investors.

Regulated institutions may be subject to capital adequacy and liquidity standards under Basel III (which may be incorporated into local legislation by the MAS or other regulators). These requirements can include, amongst others, capital adequacy requirements and liquidity coverage requirements.

The implementation of the final set of Basel III reforms (which may take effect from 1 January 2023 at the earliest, subject to local legislation by the MAS or other regulators) may have an impact on the capital requirements in respect of holdings of the Covered Bonds and/or on incentives to hold the Covered Bonds for investors that are subject to requirements that follow the revised framework and, as a result, they may affect the liquidity and/or value of the Covered Bonds.

In general, investors should consult their own advisers as to the regulatory capital and liquidity requirements in respect of the Covered Bonds and as to the consequences for and effect on them of any changes to the Basel framework and the relevant implementing measures. No predictions can be made as to the precise effects of such matters on any investor or otherwise.

Risks Relating to Renminbi-Denominated Covered Bonds

Covered Bonds denominated in Renminbi ("**RMB Covered Bonds**") may be issued under the Programme. RMB Covered Bonds contain particular risks for potential investors.

Renminbi is not freely convertible and there are significant restrictions on remittance of Renminbi into and outside the PRC.

Renminbi is not freely convertible at present. The PRC government continues to regulate conversion between Renminbi and foreign currencies despite significant reduction in control by it in recent years over trade transactions involving import and export of goods and services as well as other frequent routine foreign exchange transactions. These transactions are known as current account items.

However, remittance of Renminbi by foreign investors into the PRC for the purposes of capital account items, such as capital contributions, is generally only permitted upon obtaining specific approvals from, or completing specific registrations or filings with, the relevant authorities on a case-by-case basis and is subject to a strict monitoring system. Regulations in the PRC on the remittance of Renminbi into the PRC for settlement of capital account items are developing gradually.

Although since 1 October 2016, the Renminbi has been added to the Special Drawing Rights basket created by the International Monetary Fund, there is no assurance that the PRC government will continue to gradually liberalise control over cross-border remittance of Renminbi in the future, that the pilot schemes for Renminbi cross-border utilisation will not be discontinued or that new regulations in the PRC will not be promulgated in the future which have the effect of restricting or eliminating the remittance of Renminbi into or out of the PRC. In the event that funds cannot be repatriated out of the PRC in Renminbi, this may affect

the overall availability of Renminbi outside the PRC and the ability of the Issuer to source Renminbi to finance its obligations under Covered Bonds denominated in Renminbi. Each investor should consult its own advisers to obtain a more detailed explanation of how the PRC regulations and rules may affect their investment decisions.

There is only limited availability of Renminbi outside the PRC, which may affect the liquidity of RMB Covered Bonds and the Issuer's ability to source Renminbi outside the PRC to service such RMB Covered Bonds.

As a result of the restrictions by the PRC government on cross-border Renminbi fund flows, the availability of Renminbi outside of the PRC is limited. While the People's Bank of China ("PBOC") has entered into agreements on the clearing of Renminbi business with financial institutions in a number of financial centres and cities (the "Renminbi Clearing Banks") and are in the process of establishing Renminbi clearing and settlement mechanisms in several other jurisdictions (the "Settlement Arrangements"), the current size of Renminbi denominated financial assets outside the PRC is limited.

There are restrictions imposed by PBOC on Renminbi business participating banks in respect of cross-border Renminbi settlement, such as those relating to direct transactions with PRC enterprises. Furthermore, Renminbi business participating banks do not have direct Renminbi liquidity support from PBOC. The Renminbi Clearing Banks only have access to onshore liquidity support from PBOC for the purpose of squaring open positions of participating banks for limited types of transactions and are not obliged to square for participating banks any open positions resulting from other foreign exchange transactions or conversion services. In such cases, the participating banks will need to source Renminbi from outside the PRC to square such open positions.

Although it is expected that the offshore Renminbi market will continue to grow in depth and size, its growth is subject to many constraints as a result of PRC laws and regulations on foreign exchange. There is no assurance that new PRC rules and regulations will not be promulgated or amended or the Settlement Arrangements will not be terminated or amended in the future which will have the effect of restricting availability of Renminbi offshore. The limited availability of Renminbi outside the PRC may affect the liquidity of RMB Covered Bonds. To the extent the Issuer is required to source Renminbi in the offshore market to service its RMB Covered Bonds, there is no assurance that the Issuer will be able to source such Renminbi on satisfactory terms, if at all. If Renminbi is not available in certain circumstances as described under the Covered Bonds, the Issuer can make payments under the Covered Bonds in a currency other than Renminbi.

Investment in RMB Covered Bonds is subject to exchange rate risks.

The value of Renminbi against U.S. dollars and other foreign currencies fluctuates and is affected by changes in the PRC and international political and economic conditions and other factors. In August 2015, the PBOC implemented changes to the way it calculates the Renminbi's daily mid-point against U.S. dollars to take into account market-maker quotes before announcing such daily mid-point. This change, and others that may be implemented, may increase the volatility in the value of the Renminbi against foreign currencies. All payments of interest and principal will be made with respect to RMB Covered Bonds in Renminbi save as provided in the terms and conditions in accordance with Condition 6(j). As a result, the value of these Renminbi payments may vary with the changes in the prevailing exchange rates in the marketplace. If the value of Renminbi depreciates against another foreign currency, the value of the investment made by a holder of the RMB Covered Bonds in that foreign currency will decline. If an investor measures its investment returns by reference to a currency other than Renminbi, an investment in the RMB Covered Bonds entails foreign exchange related risks, including possible significant changes in the value of RMB relative to the currency by reference to which an investor measures its investment returns. Depreciation of the Renminbi against such currency could cause a decrease in the effective yield of the RMB Covered Bonds below their stated coupon rates and could result in a loss when the return on the

RMB Covered Bonds is translated into such currency. In addition, there may be tax consequences for investors as a result of any foreign currency gains resulting from any investment in RMB Covered Bonds.

Investment in the RMB Covered Bonds is subject to currency risk.

If the Issuer is not able, or it is impracticable for it, to satisfy its obligation to pay interest and principal on the RMB Covered Bonds as a result of Inconvertibility, Non-transferability or Illiquidity (each as defined in the Conditions), the Issuer shall be entitled, on giving not less than five or more than 30 days' irrevocable notice to the holders of RMB Covered Bonds prior to the due date for payment, to settle any such payment in U.S. dollars or Singapore dollars, as the case may be, on the due date at the U.S. Dollar Equivalent or the Singapore Dollar Equivalent, respectively, of any such Renminbi denominated amount.

Payments in respect of RMB Covered Bonds will only be made to investors in the manner specified in such RMB Covered Bonds.

All payments to investors in respect of RMB Covered Bonds will be made solely:

- (i) when RMB Covered Bonds are represented by global certificates, by transfer to a Renminbi bank account maintained in Hong Kong or Singapore, as the case may be, in accordance with prevailing CMU Rules and procedures or Euroclear rules or Clearstream rules or CDP rules, as the case may be; or
- (ii) when RMB Covered Bonds are in definitive form, by transfer to a Renminbi bank account maintained in Hong Kong or Singapore in accordance with prevailing rules and regulations.

In the event that a holder of RMB Covered Bonds fails to maintain a valid Renminbi account with a bank in Hong Kong or Singapore, as the case may be, and, accordingly, payments are unsuccessful, it is possible that such amounts may be settled in a currency other than Renminbi. The Issuer cannot be required to make payment by any other means (including in any other currency or in bank notes, by cheque or draft or by transfer to a bank account in the PRC).

EXCHANGE RATES

The following table sets forth, for the periods indicated, information concerning the exchange rates between Singapore dollars and U.S. dollars based on the average mid-day rate published by the MAS on each business day during the relevant period.

Singapore Dollars per USD 1.00 Mid-Day Rate				
Fiscal Year/Period	Average	Low	High	Period End
2017	1.3807	1.3366	1.4489	1.3366
2018	1.3491	1.3053	1.3865	1.3648
2019	1.3642	1.3465	1.3940	1.3472
2020	1.3792	1.3221	1.4592	1.3221
2021	1.3439	1.3174	1.3709	1.3517
Two months ended 28 February 2022	1.3488	1.3431	1.3597	1.3597

The following table sets forth, for the periods indicated, information concerning the exchange rates between Singapore dollars and U.S. dollars based on the average mid-day rate published by the MAS on each business day during the relevant period.

Singapore Dollars per USD 1.00 Mid-Day Rate				
Month	Average	Low	High	Period End
January 2022	1.3506	1.3431	1.3588	1.3557
February 2022	1.3467	1.3431	1.3597	1.3597
March 2022 (up to 3 March 2022).....	1.3570	1.3563	1.3582	1.3563

The above tables illustrate how many Singapore dollars it would take to buy one U.S. dollar for the periods indicated. These transactions should not be construed as a representation that those Singapore dollar or U.S. dollar amounts could have been, or could be, converted into U.S. dollars or Singapore dollars, as the case may be, at any particular rate, or at all.

Exchange Controls

Currently, there are no exchange control restrictions in Singapore.

TERMS AND CONDITIONS OF THE COVERED BONDS

*The following is the text of the terms and conditions (the “**Conditions**”) that, save for the words in italics and, subject to completion and amendment and as supplemented or varied in accordance with the provisions of the applicable Pricing Supplement, shall be applicable to the Covered Bonds in definitive form (if any) issued in exchange for the Global Covered Bond(s) representing each Series. Either (i) the full text of these terms and conditions together with the relevant provisions of the applicable Pricing Supplement or (ii) these terms and conditions as so completed, amended, supplemented or varied (and subject to simplification by the deletion of non-applicable provisions), shall be endorsed on such Bearer Covered Bonds or on the Certificates relating to such Registered Covered Bonds. All capitalised terms that are not defined in these Conditions will have the meanings given to them in the applicable Pricing Supplement or the Master Definitions Agreement. Those definitions will be endorsed on the Definitive Covered Bonds or Certificates, as the case may be. References in the Conditions to “**Covered Bonds**” are to the Covered Bonds of one Series only, not to all Covered Bonds that may be issued under the Programme. References in these Conditions to the “**Issuer**” are references to: (i) DBS Bank; or (ii) in the case of Covered Bonds issued by any branch of DBS Bank outside Singapore, any of its branches outside Singapore (including, without limitation, DBS Bank Ltd., Hong Kong branch, DBS Bank Ltd., London branch and, as may be separately specified, DBS Bank Ltd., Australian branch), as specified in the applicable Pricing Supplement. The terms and conditions applicable to Australian Covered Bonds will be separately specified and described in a supplement to this Offering Circular.*

The Covered Bonds are constituted by an amended and restated trust deed dated on or about 9 March 2022 (the “**Programme Date**”) (as amended or supplemented as at the date of issue of the Covered Bonds (the “**Issue Date**”), the “**Trust Deed**”) (and as may be further amended, restated, novated or supplemented) among the Issuer, Bayfront Covered Bonds Pte. Ltd. as guarantor (the “**Covered Bond Guarantor**”), The Bank of New York Mellon, London Branch as bond trustee for the Covered Bondholders (as defined below) (the “**Bond Trustee**”, which expression shall include all persons for the time being the bond trustee or bond trustees under the Trust Deed) and The Bank of New York Mellon, Singapore Branch as security trustee (the “**Security Trustee**”, which expression shall include all persons for the time being the security trustee or the security trustees) and, where applicable, the Covered Bonds which are specified in the applicable Pricing Supplement to be held in and cleared through The Central Depository (Pte) Limited (“**CDP**”) are issued with the benefit of a deed of covenant dated 16 June 2015 relating to the Covered Bonds executed by the Issuer (as amended, varied or supplemented from time to time, the “**CDP Deed of Covenant**”).

These terms and conditions (the “**Conditions**”) include summaries of, and are subject to, the detailed provisions of the Trust Deed, which includes the form of the Covered Bonds, Certificates, Receipts, Coupons and Talons referred to below. The Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, The Bank of New York Mellon as initial issuing and paying agent and the other agents named therein have entered into an amended and restated agency agreement dated on or about 9 March 2022 (as amended or supplemented as at the Issue Date, the “**Agency Agreement**”) (and as may be further amended, restated, novated or supplemented) in relation to the Covered Bonds to be held in the Central Moneymarkets Unit Service operated by the Hong Kong Monetary Authority (the “**CMU Service**”), The Bank of New York Mellon, Singapore Branch as paying agent for Covered Bonds to be cleared through the computerised system (the “**CDP System**”) operated by CDP, The Bank of New York Mellon as issuing and paying agent for the Covered Bonds to be cleared through The Depository Trust Company (“**DTC**”) and the other agents named in it. The paying agent in respect of each Series of Covered Bonds (other than CMU Covered Bonds, CDP Covered Bonds and DTC Covered Bonds), the CMU lodging and paying agent, the CDP paying agent, the DTC paying agent, the other paying agents, the exchange agent, the registrar, the transfer agents and the calculation agent(s) for the time being (if any) are referred to below, respectively, as the “**Paying Agent**”, the “**CMU Lodging and Paying Agent**”, the “**CDP Paying Agent**”, the “**DTC Paying Agent**”, the “**Paying Agents**” (which expression shall include the Issuing and Paying

Agent, the Paying Agent, the CMU Lodging and Paying Agent, the CDP Paying Agent, the DTC Paying Agent and such further or other Paying Agent or Agents as may be appointed from time to time under the Agency Agreement), the “**Exchange Agent**”, the “**Registrar**”, the “**Transfer Agent**” (which expression shall include the Registrars) and the “**Calculation Agent(s)**”. The Paying Agent, the CMU Lodging and Paying Agent, the CDP Paying Agent and the DTC Paying Agent are referred to below, collectively as the “**Issuing and Paying Agent**”. For the purposes of these Conditions, all references (other than in relation to the determination of interest and other amounts payable in respect of the Covered Bonds) to the Issuing and Paying Agent shall, unless provided otherwise, with respect to a Series of Covered Bonds to be held in the CMU Service, be deemed to be a reference to the CMU Lodging and Paying Agent and all such references shall be construed accordingly. For the purposes of these Conditions, all references to the Issuing and Paying Agent shall, unless provided otherwise, with respect to a Series of Covered Bonds to be held in the CDP, be deemed to be a reference to the CDP Paying Agent and all such references shall be construed accordingly. Copies of the Trust Deed, the Agency Agreement and each other Transaction Document (as defined in the Master Definitions Agreement) are available for inspection free of charge during usual business hours at the principal office of the Bond Trustee (presently at One Canada Square, London E14 5AL, United Kingdom) and at the specified offices of the Paying Agents and the Transfer Agent.

The Covered Bondholders, the holders of the interest coupons (the “**Coupons**”) relating to interest-bearing Covered Bonds in bearer form and, where applicable in the case of such Bearer Covered Bonds, talons for further Coupons (the “**Talons**”) (the “**Couponholders**”) and the holders of the receipts for the payment of instalments of principal (the “**Receipts**”) relating to Bearer Covered Bonds of which the principal is payable in instalments (the “**Receiptholders**”) are entitled to the benefit of, are bound by, and are deemed to have notice of, these Conditions, all the provisions of the Trust Deed and the applicable Pricing Supplement, the Agency Agreement and all other Transaction Documents. The Pricing Supplement for this Covered Bond (or the relevant provisions thereof) is attached to or endorsed on this Covered Bond. References to “**applicable Pricing Supplement**” are to the Pricing Supplement (or relevant provisions thereof) attached to or endorsed on this Covered Bond.

As used in these Conditions, “**Tranche**” means Covered Bonds which are identical in all respects and “**Series**” means a series of Covered Bonds comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of interest and their issue price) have identical terms on issue and are expressed to have the same series number.

The Covered Bond Guarantor has, in the Trust Deed, irrevocably and unconditionally guaranteed the due and punctual payment of Guaranteed Amounts in respect of the Covered Bonds as and when the same shall become due for payment on certain dates in accordance with the Trust Deed (“**Due for Payment**”) following:

- (a) an Issuer Event of Default and service by the Bond Trustee of an Issuer Acceleration Notice on the Issuer and a Notice to Pay on the Covered Bond Guarantor; or
- (b) the occurrence of a Covered Bond Guarantor Event of Default and service by the Bond Trustee of a Covered Bond Guarantor Acceleration Notice on the Issuer and the Covered Bond Guarantor.

The security for the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee has been created pursuant to, and on the terms set out in, an amended and restated Singapore deed of charge dated on or about 9 March 2022 and a supplemental English law governed security trust deed dated on or about 9 March 2022 (such deeds as amended and/or supplemented and/or restated from time to time, the “**Deeds of Charge**”), each made among, *inter alios*, the Covered Bond Guarantor, the Bond Trustee and the Security Trustee.

Capitalised terms used but not defined in these Conditions have the meanings given to them in:

- (i) the applicable Pricing Supplement; or
- (ii) the amended and restated master definitions agreement dated on or about 9 March 2022 (as may be further amended, restated, novated or supplemented) among, *inter alios*, the Issuer, the Bond Trustee and the Security Trustee (the “**Master Definitions Agreement**”); or
- (iii) the Trust Deed.

These Conditions shall be construed and interpreted in accordance with the principles of construction and interpretation set out in the Trust Deed.

1 Form, Denomination and Title

The Covered Bonds are issued in bearer form (“**Bearer Covered Bonds**”) or in registered form (“**Registered Covered Bonds**”), in each case in the Specified Denomination(s) shown hereon.

*All Registered Covered Bonds shall have the same Specified Denomination. Unless otherwise permitted by the then current laws and regulations, those Registered Covered Bonds which have a maturity of less than one year and in respect of which the issue proceeds are to be accepted by the Issuer in the UK or whose issue otherwise constitutes a contravention of Section 19 of the Financial Services and Markets Act 2000 will have a minimum denomination of GBP 100,000 (or its equivalent in other currencies). Covered Bonds sold in reliance on Rule 144A will be in minimum denominations of USD 200,000 (or its equivalent in other currencies) and integral multiples of USD 1,000 (or its equivalent in other currencies) in excess thereof, subject to compliance with all legal and/or regulatory requirements applicable to the relevant currency. Covered Bonds which are listed on the Singapore Exchange Securities Trading Limited or any successor thereto (the “**SGX-ST**”) will be traded on the SGX-ST in a minimum board lot size of SGD 200,000 (or its equivalent in other currencies) or such other amount as may be allowed or required from time to time. In the case of any Covered Bonds which are to be admitted to trading on a regulated market within the European Economic Area or in the UK or offered to the public in a Member State of the European Economic Area or in the UK in circumstances which require the publication of a prospectus under the Prospectus Regulation (as amended or superseded), the minimum Specified Denomination shall be EUR 100,000 or GBP 100,000 (or its equivalent in any other currency as at the date of issue of the relevant Covered Bonds).*

Each Covered Bond may be a Fixed Rate Covered Bond, a Floating Rate Covered Bond, a Zero Coupon Covered Bond, or a combination of any of the foregoing or any other kind of Covered Bond, depending upon the Interest and Redemption/Payment Basis shown thereon and subject, in the case of a Covered Bond which is a Zero Coupon Covered Bond, to confirmation from the Rating Agencies that the then current ratings of any outstanding Series of Covered Bonds will not be adversely affected by the issuance of this Covered Bond.

Bearer Covered Bonds are serially numbered and are issued with Coupons (and, where appropriate, a Talon) attached, save in the case of Zero Coupon Covered Bonds, in which case references to interest (other than in relation to interest due after the Maturity Date), Coupons and Talons in these Conditions are not applicable. Any Bearer Covered Bond the nominal amount of which is redeemable in instalments is issued with one or more Receipts attached.

Registered Covered Bonds are represented by registered certificates (“**Certificates**”) and, save as provided in Condition 2(c), each Certificate shall represent the entire holding of Registered Covered Bonds by the same holder.

Title to the Bearer Covered Bonds and to the Receipts, Coupons and Talons shall pass by delivery. Title to the Registered Covered Bonds shall pass by registration in the register that the Issuer shall procure to be kept by the Registrar (the “**Register**”). The Issuer may appoint a registrar (the “**Alternative Registrar**”) in accordance with the provisions of the Agency Agreement other than the Registrar in relation to any

Series comprising Registered Covered Bonds. In these Conditions, “**Registrar**” includes, if applicable, in relation to any Series comprising Registered Covered Bonds, the Registrar or, as the case may be, the Alternative Registrar, as specified hereon. Except as ordered by a court of competent jurisdiction or as required by law, the holder (as defined below) of any Covered Bond, Receipt, Coupon or Talon shall be deemed to be and may be treated as its absolute owner for all purposes whether or not it is overdue and regardless of any notice of ownership, trust or an interest in it, any writing on it (or on the Certificate representing it) or its theft or loss (or that of the related Certificate) and no person shall be liable for so treating the holder.

In these Conditions, “**Covered Bondholder**” means the bearer of any Bearer Covered Bond and the Receipts relating to it or the person in whose name a Registered Covered Bond is registered (as the case may be), “**holder**” (in relation to a Covered Bond, Receipt, Coupon or Talon) means the bearer of any Bearer Covered Bond, Receipt, Coupon or Talon or the person in whose name a Registered Covered Bond is registered (as the case may be) and capitalised terms have the meanings given to them hereon, the absence of any such meaning indicating that such term is not applicable to the Covered Bonds.

References in the Conditions to Coupons, Talons, Couponholders, Receipts and Receiptholders relate to Bearer Covered Bonds only.

2 No Exchange of Covered Bonds and Transfers of Registered Covered Bonds

- (a) **No Exchange of Covered Bonds:** Registered Covered Bonds may not be exchanged for Bearer Covered Bonds. Bearer Covered Bonds of one Specified Denomination may not be exchanged for Bearer Covered Bonds of another Specified Denomination. Bearer Covered Bonds may not be exchanged for Registered Covered Bonds.
- (b) **Transfer of Registered Covered Bonds:** One or more Registered Covered Bonds may be transferred upon the surrender (at the specified office of the Registrar or any Transfer Agent) of the Certificate representing such Registered Covered Bonds to be transferred, together with the form of transfer endorsed on such Certificate (or another form of transfer substantially in the same form and containing the same representations and certifications (if any), unless otherwise agreed by the Issuer), duly completed and executed and any other evidence as the Registrar or Transfer Agent may reasonably require without service charge and subject to payment of any taxes, duties and other governmental charges in respect of such transfer. In the case of a transfer of part only of a holding of Registered Covered Bonds represented by one Certificate, a new Certificate shall be issued to the transferee in respect of the part transferred and a further new Certificate in respect of the balance of the holding not transferred shall be issued to the transferor. All transfers of Covered Bonds and entries on the Register will be made subject to the detailed regulations concerning transfers of Covered Bonds scheduled to the Agency Agreement. The regulations may be changed by the Issuer, with the prior written approval of the Bond Trustee and the Registrar. A copy of the current regulations will be made available by the Registrar to any Covered Bondholder upon request.
- (c) **Exercise of Options or Partial Redemption in Respect of Registered Covered Bonds:** In the case of an exercise of an Issuer’s or Covered Bondholders’ option in respect of, or a partial redemption of, a holding of Registered Covered Bonds represented by a single Certificate, a new Certificate shall be issued to the holder to reflect the exercise of such option or in respect of the balance of the holding not redeemed. In the case of a partial exercise of an option resulting in Registered Covered Bonds of the same holding having different terms, separate Certificates shall be issued in respect of those Covered Bonds of that holding that have the same terms. New Certificates shall only be issued against surrender of the existing Certificates to the Registrar or any Transfer Agent. In the case of a transfer of Registered Covered Bonds to a person who is already

a holder of Registered Covered Bonds, a new Certificate representing the enlarged holding shall only be issued against surrender of the Certificate representing the existing holding.

- (d) **Delivery of New Certificates:** Each new Certificate to be issued pursuant to Conditions 2(b) (*Transfer of Registered Covered Bonds*) or 2(c) (*Exercise of Options or Partial Redemption in Respect of Registered Covered Bonds*) shall be available for delivery within five business days of receipt of the request for exchange or form of transfer and surrender of the Certificate for exchange. Delivery of the new Certificate(s) shall be made at the specified office of the Transfer Agent or of the Registrar (as the case may be) to whom delivery or surrender of such form of transfer or Certificate shall have been made or, at the option of the holder making such delivery or surrender as aforesaid and as specified in the relevant form of transfer or otherwise in writing, be mailed by uninsured post at the risk of the holder entitled to the new Certificate to such address as may be so specified, unless such holder requests otherwise and pays in advance to the relevant Transfer Agent the costs of such other method of delivery and/or such insurance as it may specify. In this Condition 2(d), “**business day**” means a day, other than a Saturday or Sunday, on which banks are open for business in the place of the specified office of the relevant Transfer Agent or the Registrar (as the case may be).
- (e) **Transfers Free of Charge:** Transfers of Covered Bonds and Certificates on registration, transfer, exercise of an option or partial redemption shall be effected without charge by or on behalf of the Issuer, the Registrar or the Transfer Agents, but upon payment by the relevant Covered Bondholder of any tax or other governmental charges that may be imposed in relation to it (or the giving of such indemnity as the Registrar or the relevant Transfer Agent may require).
- (f) **Closed Periods:** No Covered Bondholder may require the transfer of a Registered Covered Bond to be registered:
 - (i) during the period of 15 days ending on the due date for redemption of, or payment of any Instalment Amount in respect of, that Covered Bond;
 - (ii) during the period of 15 days prior to any date on which Covered Bonds may be called for redemption by the Issuer at its option pursuant to Condition 5(d);
 - (iii) after any such Covered Bond has been called for redemption; or
 - (iv) during the period of 15 days ending on (and including) any date on which payment is due.

3 Status of the Covered Bonds; the Covered Bond Guarantee

- (a) **Status of Covered Bonds:** The Covered Bonds and the Receipts and the Coupons relating to them constitute direct, unsecured and unsubordinated obligations of the Issuer and shall at all times rank *pari passu* and without any preference among themselves. The payment obligations of the Issuer under the Covered Bonds and the Receipts and the Coupons relating to them shall, save for such exceptions as may be provided by applicable legislation, at all times rank at least equally with all other unsecured and unsubordinated indebtedness and monetary obligations of the Issuer, respectively, present and future.
- (b) **The Covered Bond Guarantee:**
 - (i) The Covered Bond Guarantor has irrevocably and unconditionally guaranteed the payment of the Guaranteed Amounts (as defined in the Trust Deed) (the “**Covered Bond Guarantee**”). However, the Covered Bond Guarantor shall have no obligation under the Covered Bond Guarantee to pay any Guaranteed Amounts until:

- (x) the occurrence of an Issuer Event of Default and service by the Bond Trustee of an Issuer Acceleration Notice on the Issuer and of a Notice to Pay on the Covered Bond Guarantor (copied to the Security Trustee); or
 - (y) the occurrence of a Covered Bond Guarantor Event of Default and service by the Bond Trustee of a Covered Bond Guarantor Acceleration Notice on the Issuer and the Covered Bond Guarantor (copied to the Security Trustee).
- (ii) The obligations of the Covered Bond Guarantor in respect of the Covered Bond Guarantee are contained in the Trust Deed. Any payment made by the Covered Bond Guarantor under the Covered Bond Guarantee shall (unless such obligation shall have been discharged as a result of the payment of Excess Proceeds to the Bond Trustee pursuant to Condition 9) to that extent discharge the obligations of the Issuer in respect of such payment under the Covered Bonds, Receipts and Coupons except where such payment by the Covered Bond Guarantor has been declared void, voidable or otherwise recoverable in whole or in part and recovered from the Bond Trustee or the Covered Bondholders.
 - (iii) As security for the Covered Bond Guarantor's obligations under the Covered Bond Guarantee and the other Transaction Documents to which it is a party, the Covered Bond Guarantor has granted fixed and floating security over all of its assets under the Deeds of Charge in favour of the Security Trustee (for itself and on behalf of the other Secured Creditors).

4 Interest and other Calculations

*The amount payable in respect of the aggregate nominal amount of Covered Bonds represented by a Global Certificate or a Global Covered Bond (as the case may be) shall be made in accordance with the methods of calculation provided for in the Conditions and the applicable Pricing Supplement, **save that** the calculation is made in respect of the total aggregate amount of the Covered Bonds represented by a Global Certificate or a Global Covered Bond (as the case may be), together with such other sums and additional amounts (if any) as may be payable under the Conditions.*

- (a) **Interest on Fixed Rate Covered Bonds:** Each Fixed Rate Covered Bond bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(g).
- (b) **Interest on Floating Rate Covered Bonds:**
 - (i) *Interest Payment Dates:* Each Floating Rate Covered Bond bears interest on its outstanding nominal amount from and including the Interest Commencement Date at the rate per annum (expressed as a percentage) equal to the Rate of Interest, such interest being payable in arrear on each Interest Payment Date. The amount of interest payable shall be determined in accordance with Condition 4(g). Such Interest Payment Date(s) is/are either shown hereon as Specified Interest Payment Dates or, if no Specified Interest Payment Date(s) is/are shown hereon, Interest Payment Date shall mean each date which falls the number of months or other period shown hereon as the Interest Period after the preceding Interest Payment Date or, in the case of the first Interest Payment Date, after the Interest Commencement Date.
 - (ii) *Business Day Convention:* If any date referred to in these Conditions that is specified to be subject to adjustment in accordance with a Business Day Convention would otherwise fall on a day that is not a Business Day, then, if the Business Day Convention specified is:

- (A) the Floating Rate Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event:
 - (x) such date shall be brought forward to the immediately preceding Business Day; and
 - (y) each subsequent such date shall be the last Business Day of the month in which such date would have fallen had it not been subject to adjustment;
 - (B) the Following Business Day Convention, such date shall be postponed to the next day that is a Business Day;
 - (C) the Modified Following Business Day Convention, such date shall be postponed to the next day that is a Business Day unless it would thereby fall into the next calendar month, in which event such date shall be brought forward to the immediately preceding Business Day; or
 - (D) the Preceding Business Day Convention, such date shall be brought forward to the immediately preceding Business Day.
- (iii) *Rate of Interest for Floating Rate Covered Bonds*: The Rate of Interest in respect of Floating Rate Covered Bonds for each Interest Period or Interest Accrual Period shall be determined in the manner specified hereon and the provisions below relating to either ISDA Determination or Screen Rate Determination shall apply, depending upon which is specified hereon.
- (A) ISDA Determination for Floating Rate Covered Bonds

Where ISDA Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period or Interest Accrual Period shall be determined by the Calculation Agent as a rate equal to the relevant ISDA Rate. For the purposes of this paragraph (A), “**ISDA Rate**” for an Interest Period or Interest Accrual Period means a rate equal to the Floating Rate that would be determined by the Calculation Agent under a Swap Transaction under the terms of an agreement incorporating the ISDA Definitions and under which:

 - (x) the Floating Rate Option is as specified hereon;
 - (y) the Designated Maturity is a period specified hereon; and
 - (z) the relevant Reset Date is the first day of that Interest Period or Interest Accrual Period unless otherwise specified hereon.

For the purposes of this paragraph (A), “**Floating Rate**”, “**Calculation Agent**”, “**Floating Rate Option**”, “**Designated Maturity**”, “**Reset Date**” and “**Swap Transaction**” have the meanings given to those terms in the ISDA Definitions.
 - (B) Screen Rate Determination for Floating Rate Covered Bonds where the Reference Rate is not specified as being SORA Benchmark, SONIA Benchmark or SOFR Benchmark
 - (x) Where Screen Rate Determination is specified hereon as the manner in which the Rate of Interest is to be determined, the Rate of Interest for each Interest Period or Interest Accrual Period will, subject as provided below, be either:
 - (i) the offered quotation; or

(ii) the arithmetic mean of the offered quotations,

(expressed as a percentage rate per annum) for the Reference Rate which appears or appear, as the case may be, on the Relevant Screen Page as at either 11:00 a.m. (Brussels time in the case of EURIBOR or Hong Kong time in the case of HIBOR) on the Interest Determination Date in question as determined by the Calculation Agent. If five or more of such offered quotations are available on the Relevant Screen Page, the highest (or, if there is more than one such highest quotation, one only of such quotations) and the lowest (or, if there is more than one such lowest quotation, one only of such quotations) shall be disregarded by the Calculation Agent for the purpose of determining the arithmetic mean of such offered quotations.

If the Reference Rate from time to time in respect of Floating Rate Covered Bonds is specified hereon as being other than EURIBOR or HIBOR, the Rate of Interest in respect of such Covered Bonds will be determined as provided hereon;

- (y) If the Relevant Screen Page is not available or if sub-paragraph (x)(i) above applies and no such offered quotation appears on the Relevant Screen Page or if sub-paragraph (x)(ii) above applies and fewer than three such offered quotations appear on the Relevant Screen Page in each case as at the time specified above, subject as provided below, the Issuer shall request, if the Reference Rate is EURIBOR, the principal Euro-zone office of each of the Reference Banks or, if the Reference Rate is HIBOR, the principal Hong Kong office of each of the Reference Banks, to provide the Issuer with its offered quotation (expressed as a percentage rate per annum) for the Reference Rate if the Reference Rate is EURIBOR, at approximately 11:00 a.m. (Brussels time) or, if the Reference Rate is HIBOR, at approximately 11:00 a.m. (Hong Kong time) on the Interest Determination Date in question and such rate shall be notified to the Calculation Agent. If two or more of the Reference Banks provide the Issuer with such offered quotations, the Rate of Interest for such Interest Period or Interest Accrual Period shall be the arithmetic mean of such offered quotations as determined by the Calculation Agent; and
- (z) If paragraph (y) above applies and the Issuer determines that fewer than two Reference Banks are providing offered quotations, subject as provided below, the Rate of Interest shall be the arithmetic mean of the rates per annum (expressed as a percentage) as communicated to (and at the request of) the Issuer by the Reference Banks or any two or more of them, at which such banks were offered, if the Reference Rate is EURIBOR, at approximately 11:00 a.m. (Brussels time), or if the Reference Rate is HIBOR, at approximately 11:00 a.m. (Hong Kong time) on the relevant Interest Determination Date, deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate by leading banks in, if the Reference Rate is EURIBOR, the Euro-zone interbank market, or if the Reference Rate is HIBOR, the Hong Kong interbank market, as the case may be, or, if fewer than two of the Reference Banks provide the Issuer with such offered rates, the offered rate for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, or the arithmetic mean of the offered rates for deposits in the Specified Currency for a period equal to that which would have been used for the Reference Rate, at which, if the Reference Rate is

EURIBOR, at approximately 11:00 a.m. (Brussels time), or if the Reference Rate is HIBOR, at approximately 11:00 a.m. (Hong Kong time) on the relevant Interest Determination Date, any one or more banks (which bank or banks is or are in the opinion of the Issuer suitable for such purpose) informs the Issuer it is quoting to leading banks in, if the Reference Rate is EURIBOR, the Euro-zone interbank market, or if the Reference Rate is HIBOR, the Hong Kong interbank market, as the case may be, *provided that*, if the Rate of Interest cannot be determined in accordance with the foregoing provisions of this paragraph, the Rate of Interest shall be determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Period or Interest Accrual Period from that which applied to the last preceding Interest Period or Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to the relevant Interest Period or Interest Accrual Period, in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Period or Interest Accrual Period).

- (C) [Reserved]
- (D) Screen Rate Determination for Floating Rate Covered Bonds where the Reference Rate is specified as being SORA Benchmark

For each Floating Rate Covered Bond where the Reference Rate is specified as being SORA Benchmark, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be equal to the relevant SORA Benchmark plus or minus (as indicated in the applicable Pricing Supplement) the Margin.

The “**SORA Benchmark**” will be determined based on Compounded Daily SORA or SORA Index Average, as follows (subject in each case to Condition 4(j)(v)):

- (x) If Compounded Daily SORA (“**Compounded Daily SORA**”) is specified in the applicable Pricing Supplement, the SORA Benchmark for each Interest Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Interest Accrual Period (where SORA Lookback or SORA Payment Delay is specified in the applicable Pricing Supplement to determine Compounded Daily SORA) or SORA Observation Period (where SORA Backward Shifted Observation Period is specified in the applicable Pricing Supplement to determine Compounded Daily SORA).

Compounded Daily SORA shall be calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with one of the formulas referenced below depending upon which is specified in the applicable Pricing Supplement:

- (1) Where SORA Lookback is specified in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party

responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_{i-x_{SBD}} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Accrual Period;

“**d_o**”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

“**i**”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to, but excluding, the last Singapore Business Day in such Interest Accrual Period;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period;

“**n_i**”, for any day “**i**”, is the number of calendar days from and including such day “**i**” up to but excluding the following Singapore Business Day;

“**Observation Period**” means, for the relevant Interest Accrual Period, the period from, and including, the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the first day of such Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to such earlier date, if any, on which the Covered Bonds become due and payable);

“**Singapore Business Days**” or “**SBD**” means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “**i**”, a reference rate equal to the daily Singapore Overnight Rate Average provided by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or

any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such day “i”; and

“**SORA_{i-x SBD}**” means, in respect of any Singapore Business Day “i” in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of the Singapore Business Day falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the relevant Singapore Business Day “i”.

- (2) Where SORA Backward Shifted Observation Period is specified in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Observation Period;

“**d_o**”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Observation Period;

“**i**”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d_o, each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Observation Period to, but excluding, the last Singapore Business Day in such Observation Period;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Observation Period;

“**n_i**”, for any day “i”, is the number of calendar days from and including such day “i” up to but excluding the following Singapore Business Day;

“**Observation Period**” means, for the relevant Interest Accrual Period, the period from, and including, the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the first day of such Interest

Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and to, but excluding, the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to the Interest Payment Date at the end of such Interest Accrual Period (or the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) prior to such earlier date, if any, on which the Covered Bonds become due and payable);

“**Singapore Business Days**” or “**SBD**” means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “i”, a reference rate equal to the daily Singapore Overnight Rate Average provided by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such day “i”; and

“**SORA_i**” means, in respect of any Singapore Business Day falling in the relevant Observation Period, the reference rate equal to SORA in respect of that Singapore Business Day.

- (3) Where SORA Payment Delay is specified in the applicable Pricing Supplement:

“**Compounded Daily SORA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during such Interest Accrual Period (with the reference rate for the calculation of interest being the daily Singapore Overnight Rate Average) calculated in accordance with the formula set forth below by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the Interest Determination Date, with the resulting percentage being rounded, if necessary, to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{SORA_i \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” is the number of calendar days in the relevant Interest Accrual Period;

“**d_o**”, for any Interest Accrual Period, is the number of Singapore Business Days in the relevant Interest Accrual Period;

“ i ”, for the relevant Interest Accrual Period, is a series of whole numbers from one to d_0 , each representing the relevant Singapore Business Days in chronological order from, and including, the first Singapore Business Day in such Interest Accrual Period to, but excluding, the last Singapore Business Day in such Interest Accrual Period;

“**Interest Determination Date**” means, with respect to a Rate of Interest and Interest Accrual Period, the date falling one Singapore Business Day after the end of each Interest Accrual Period, *provided that* the Interest Determination Date with respect to the final Interest Accrual Period will be the SORA Rate Cut-Off Date;

“**Interest Payment Date**” shall be the date falling the number of Business Days equal to the Interest Payment Delay following each Interest Period End Date; *provided that* (i) the Interest Payment Date with respect to the Interest Accrual Period ending on the Maturity Date will be the Maturity Date, (ii) the Interest Payment Date with respect to any Interest Accrual Period ending on the Extended Due for Payment Date in respect of a Series of Covered Bonds which are subject to an Extended Due for Payment Date (as specified in the applicable Pricing Supplement) will be the Extended Due for Payment Date or, (iii) if the Issuer elects to redeem the Covered Bonds prior to the Maturity Date or, if applicable, the Extended Due for Payment Date, the Interest Payment Date will be the relevant redemption date;

“**Interest Payment Delay**” means five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement);

“ n_i ”, for any day “ i ”, is the number of calendar days from and including such day “ i ” up to but excluding the following Singapore Business Day;

“**Singapore Business Days**” or “**SBD**” means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA**” means, in respect of any Singapore Business Day “ i ”, a reference rate equal to the daily Singapore Overnight Rate Average provided by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) on the Singapore Business Day immediately following such day “ i ”;

“**SORA _{i}** ” means, in respect of any Singapore Business Day falling in the relevant Interest Accrual Period, the reference rate equal to SORA in respect of that Singapore Business Day; and

“**SORA Rate Cut-Off Date**” means the date that is a number of Singapore Business Days prior to the end of each Interest Accrual Period, the Maturity Date, the Extended Due for Payment Date (where specified as applicable in the relevant Pricing Supplement) or the

relevant redemption date, as applicable, as specified in the applicable Pricing Supplement.

For the purposes of calculating Compounded Daily SORA with respect to the Interest Accrual Period ending on the Maturity Date, the Extended Due for Payment Date (where specified as applicable in the relevant Pricing Supplement), or the redemption date, the level of SORA for each Singapore Business Day in the period from (and including) the SORA Rate Cut-Off Date to (but excluding) the Maturity Date, the Extended Due for Payment Date (where specified as applicable in the relevant Pricing Supplement) or the relevant redemption date, as applicable, shall be the level of SORA in respect of such SORA Rate Cut-Off Date.

- (y) For each Floating Rate Covered Bond where the Reference Rate is specified as being SORA Index Average (“**SORA Index Average**”), the SORA Benchmark for each Interest Accrual Period shall be equal to the value of the SORA rates for each day during the relevant Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date as follows:

$$\left(\frac{SORA Index_{End}}{SORA Index_{Start}} - 1 \right) \times \left(\frac{365}{d_c} \right)$$

and the resulting percentage being rounded if necessary to the nearest one ten-thousandth of a percentage point (0.0001%), with 0.00005% being rounded upwards, where:

“**d_c**” means the number of calendar days from (and including) the SORA Index_{Start} to (but excluding) the SORA Index_{End};

“**Singapore Business Days**” means any day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore;

“**SORA Index**” means, in relation to any Singapore Business Day, the SORA Index as published by the Monetary Authority of Singapore (or a successor administrator), as the administrator of the benchmark, on the Monetary Authority of Singapore’s website currently at <https://www.mas.gov.sg>, or any successor website officially designated by the Monetary Authority of Singapore (or as published by its authorised distributors) at the SORA Index Determination Time, *provided that* if the SORA Index does not so appear at the SORA Index Determination Time, then:

- (i) if a SORA Index Cessation Event has not occurred, the “SORA Index Average” shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SORA formula described above in Condition 4(b)(iii)(D)(x)(2), and the Observation Period shall be calculated with reference to the number of Singapore Business Days preceding the first date of the relevant Interest Accrual Period that is used in the definition of SORA Index_{Start} as specified in the applicable Pricing Supplement; or
- (ii) if a SORA Index Cessation Event has occurred, the provisions set forth in Condition 4(j)(v) shall apply;

“**SORA Index_{End}**” means the SORA Index value on the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the Interest Period End Date relating to such Interest Accrual Period;

“**SORA Index_{Start}**” means the SORA Index value on the date falling five Singapore Business Days (or such other number of Singapore Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Interest Accrual Period; and

“**SORA Index Determination Time**” means, in relation to any Singapore Business Day, approximately 3:00 p.m. (Singapore time) on such Singapore Business Day.

- (z) If, subject to Condition 4(j), by 5:00 p.m., Singapore time, on the Singapore Business Day immediately following such day “i”, SORA in respect of such day “i” has not been published and a SORA Index Cessation Event has not occurred, then SORA for that day “i” will be SORA as published in respect of the first preceding Singapore Business Day for which SORA was published.
- (aa) If the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 4(j), the Rate of Interest shall be:
 - (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Accrual Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period); or
 - (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Covered Bonds for the first Interest Accrual Period had the Covered Bonds been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).
- (bb) If the relevant Series of Covered Bonds becomes due and payable in accordance with Condition 9, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Covered Bonds became due and payable (with corresponding adjustments being deemed to be made to the applicable SORA Benchmark formula) and the Rate of Interest on such Covered Bonds shall, for so long as any such Covered Bond remains outstanding, be that determined on such date.

- (E) Screen Rate Determination for Floating Rate Covered Bonds where the Reference Rate is specified as being SONIA Benchmark

For each Floating Rate Covered Bond where the Reference Rate is specified as being SONIA Benchmark, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be equal to the relevant SONIA Benchmark plus or minus (as indicated in the applicable Pricing Supplement) the Margin.

The “**SONIA Benchmark**” will be determined based on Compounded Daily SONIA or SONIA Index Average, as follows (subject in each case to Condition 4(j)(i)):

- (x) If Compounded Daily SONIA is specified in the applicable Pricing Supplement, Compounded Daily SONIA shall be calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the formula referenced below:

“**Compounded Daily SONIA**” means, with respect to an Interest Accrual Period, the rate of return of a daily compound interest investment during the SONIA Observation Period corresponding to such Interest Accrual Period (with the daily Sterling Overnight Index Average (SONIA) as reference rate for the calculation of interest) and will be calculated by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) on the relevant Interest Determination Date, as follows, and the resulting percentage will be rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left[\prod_{i=1}^{d_o} \left(1 + \frac{\text{SONIA}_{i-xLBD} \times n_i}{365} \right) - 1 \right] \times \frac{365}{d}$$

where:

“**d**” means the number of calendar days in:

- (x) where “SONIA Observation Lag” is specified as the SONIA Observation Method in the applicable Pricing Supplement, the relevant Interest Accrual Period; or
- (y) where “SONIA Observation Shift” is specified as the SONIA Observation Method in the applicable Pricing Supplement, the relevant SONIA Observation Period;

“**d_o**” means:

- (x) where “SONIA Observation Lag” is specified as the SONIA Observation Method in the applicable Pricing Supplement, the number of London Business Days in the relevant Interest Accrual Period; or
- (y) where “SONIA Observation Shift” is specified as the SONIA Observation Method in the applicable Pricing Supplement, the number of London Business Days in the relevant SONIA Observation Period;

“**i**” means a series of whole numbers from one to **d_o**, each representing the relevant London Business Day in chronological order from (and including):

- (x) where “SONIA Observation Lag” is specified as the SONIA Observation Method in the applicable Pricing Supplement, the first London Business

Day in the relevant Interest Accrual Period to (and including) the last London Business Day in such Interest Accrual Period; or

- (y) where “SONIA Observation Shift” is specified as the SONIA Observation Method in the applicable Pricing Supplement, the first London Business Day in the relevant SONIA Observation Period to (and including) the last London Business Day in such SONIA Observation Period;

“**London Business Day**” or “**LBD**” means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**n_i**”, for any London Business Day “**i**”, means the number of calendar days from and including such London Business Day “**i**” up to but excluding the following London Business Day;

“**SONIA_{i-xLBD}**” means:

- (x) where “SONIA Observation Lag” is specified as the SONIA Observation Method in the applicable Pricing Supplement, in respect of any London Business Day “**i**”, the SONIA Reference Rate for the London Business Day falling “**x**” London Business Days prior to such London Business Day “**i**”; or
- (y) where “SONIA Observation Shift” is specified as the SONIA Observation Method in the applicable Pricing Supplement, in respect of any London Business Day “**i**”, the SONIA Reference Rate for that day;

“**SONIA Observation Period**” means the period from (and including) the date falling “**x**” London Business Days prior to the first day of the relevant Interest Accrual Period (and the first Interest Accrual Period shall begin on and include the Interest Commencement Date) and ending on (but excluding) the date falling “**x**” London Business Days prior to the Interest Period End Date at the end of such Interest Accrual Period (or the date falling “**x**” London Business Days prior to such earlier date, if any, on which the Covered Bonds become due and payable);

“**SONIA Reference Rate**” means, in respect of any London Business Day, a reference rate equal to the daily Sterling Overnight Index Average (SONIA) rate for such London Business Day as provided by the administrator of SONIA to authorised distributors and as then published on the Relevant Screen Page or, if the Relevant Screen Page is unavailable, as otherwise published by such authorised distributors (on the London Business Day immediately following such London Business Day); and

“**x**” means:

- (x) where “SONIA Observation Lag” is specified as the SONIA Observation Method in the applicable Pricing Supplement, five London Business Days (or such other number of London Business Days in the SONIA Observation Period as specified in the applicable Pricing Supplement); or
- (y) where “SONIA Observation Shift” is specified as the SONIA Observation Method in the applicable Pricing Supplement, five London Business

Days (or such other number of London Business Days in the SONIA Observation Period as specified in the applicable Pricing Supplement).

- (y) If SONIA Index Average (“**SONIA Index Average**”) is specified in the applicable Pricing Supplement as the relevant SONIA Benchmark, the SONIA Benchmark for each Interest Accrual Period shall be equal to the rate of return of a daily compound interest investment during the Observation Period corresponding to such Interest Accrual Period (with the daily Sterling Overnight Index Average (SONIA) as reference rate for the calculation of interest) as will be calculated by the Calculation Agent on the relevant Interest Determination Date as follows, and the resulting percentage being rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards:

$$\left(\frac{\text{SONIA Compounded Index}_{END}}{\text{SONIA Compounded Index}_{START}} - 1 \right) \times \left(\frac{365}{d} \right)$$

subject to Condition 4(j)(i), if the SONIA Compounded Index Value is not available in relation to any Interest Accrual Period on the Relevant Screen Page for the determination of either SONIA Compounded Index_{START} or SONIA Compounded Index_{END}, the Rate of Interest shall be calculated for such Interest Accrual Period on the basis of Compounded Daily SONIA (as set out in Condition 4(b)(iii)(E)(x)) and where “SONIA Observation Shift” is specified as the SONIA Observation Method.

Where:

“**d**” means the number of calendar days in the relevant SONIA Observation Period;

“**London Business Day**”, means any day on which commercial banks are open for general business (including dealing in foreign exchange and foreign currency deposits) in London;

“**p**” means, for any Interest Accrual Period, five London Business Days (or such other number of London Business Days as specified in the applicable Pricing Supplement);

“**SONIA Observation Period**” means, in respect of an Interest Accrual Period, the period from and including the date falling “p” London Business Days prior to the first day of such Interest Accrual Period and ending on (but excluding) the date which is “p” London Business Days prior to the Interest Payment Date for such Interest Accrual Period (or the date falling “p” London Business Days prior to such earlier date, if any, on which the Covered Bonds become due and payable);

“**SONIA Compounded Index**” means the index known as the SONIA Compounded Index administered by the Bank of England (or any successor administrator thereof);

“**SONIA Compounded Index_{START}**” means the SONIA Compounded Index Value on the date which is “p” London Business Days preceding the first day of the relevant Interest Accrual Period (or in the first Interest Accrual Period, the Issue Date);

“**SONIA Compounded Index_{END}**” means the SONIA Compounded Index Value on the date which is “p” London Business Days preceding:

- (i) the Interest Payment Date for the relevant Interest Accrual Period,
- (ii) in the final Interest Accrual Period, the Maturity Date (in the case of a final Interest Accrual Period ending on the Maturity Date) or the Extended Due for Payment Date (in the case of a final Interest Accrual Period ending on the Extended Due for Payment Date), or
- (iii) the date on which the relevant Series of Covered Bonds becomes due and payable; and

“**SONIA Compounded Index Value**” means in relation to any London Business Day, the value of the SONIA Compounded Index as published by authorised distributors on the Relevant Screen Page on such London Business Day or, if the value of the SONIA Compounded Index cannot be obtained from such authorised distributors, as published on the Bank of England’s Website at <https://www.bankofengland.co.uk/boeapps/database/> (or such other page or website as may replace such page for the purposes of publishing the SONIA Compounded Index) on the next following London Business Day.

- (z) If, subject to Condition 4(j)(i), in respect of any London Business Day in the relevant Observation Period, the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement) determines that the SONIA Reference Rate is not available on the Relevant Screen Page or has not otherwise been published by the relevant authorised distributors, such SONIA Reference Rate shall be:
 - (i) the Bank of England’s Bank Rate (the “**Bank Rate**”) prevailing at 5.00 p.m. (or, if earlier, close of business) on the relevant London Business Day; plus
 - (ii) the mean of the spread of the SONIA Reference Rate to the Bank Rate over the previous five days on which a SONIA Reference Rate has been published, excluding the highest spread (or, if there is more than one highest spread, one only of those highest spreads) and lowest spread (or, if there is more than one lowest spread, one only of those lowest spreads) to the Bank Rate.

Notwithstanding the paragraph above, and without prejudice to Condition 4(j)(i), in the event the Bank of England publishes guidance as to:

- (aa) how the SONIA Reference Rate is to be determined; or
- (bb) any rate that is to replace the SONIA Reference Rate,

the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest as specified in the applicable Pricing Supplement, and in consultation with the Issuer) shall, to the extent that it is reasonably practicable, follow such guidance in order to determine the SONIA Reference Rate for the purpose of the relevant Series of Covered Bonds for so long as the SONIA Reference Rate is not available or has not been published by the authorised distributors.

- (aa) If the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 4(j)(i), the Rate of Interest shall be:

- (i) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Accrual Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period); or
 - (ii) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Covered Bonds for the first Interest Accrual Period had the Covered Bonds been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).
 - (bb) If the relevant Series of Covered Bonds becomes due and payable in accordance with Condition 9, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Covered Bonds became due and payable (with corresponding adjustments being deemed to be made to the applicable SONIA Benchmark formula) and the Rate of Interest on such Covered Bonds shall, for so long as any such Covered Bond remains outstanding, be that determined on such date.
- (F) Screen Rate Determination for Floating Rate Covered Bonds where the Reference Rate is specified as being SOFR Benchmark

For each Floating Rate Covered Bond where the Reference Rate is specified as being SOFR Benchmark, the Rate of Interest for each Interest Accrual Period will, subject as provided below, be equal to the relevant SOFR Benchmark plus or minus (as indicated in the applicable Pricing Supplement) the Margin.

The “**SOFR Benchmark**” will be determined based on Compounded Daily SOFR or SOFR Index Average, as follows (subject in each case to Condition 4(j)):

- (x) If Compounded Daily SOFR (“**Compounded Daily SOFR**”) is specified in the applicable Pricing Supplement, the SOFR Benchmark for each Interest Accrual Period shall be equal to the value of the SOFR rates for each day during the relevant Interest Accrual Period (where “SOFR Observation Lag” or “SOFR Payment Delay” is specified in the applicable Pricing Supplement to determine Compounded Daily SOFR) or SOFR Observation Period (where “SOFR Observation Shift” is specified in the applicable Pricing Supplement to determine Compounded Daily SOFR).

Compounded Daily SOFR shall be calculated by the Calculation Agent on the relevant Interest Determination Date in accordance with the relevant formula referenced below (to be specified in the applicable Pricing Supplement):

- (i) *SOFR Observation Lag:*

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_{i-xUSBD} \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

and the resulting percentage being rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards, where:

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers ascending from one to **d_o**, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a “**U.S. Government Securities Business Day(i)**”);

“**Lookback Days**” means five U.S. Government Securities Business Days (or such other number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

“**n_i**” for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day; and

“**SOFR_{i-xUSBD}**” for any U.S. Government Securities Business Day(i) in the relevant Interest Accrual Period, is equal to the SOFR reference rate for the U.S. Government Securities Business Day falling the number of Lookback Days prior to that U.S. Government Securities Business Day(i).

(ii) *SOFR Observation Shift:*

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

and the resulting percentage being rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards, where:

“**d**” means the number of calendar days in the relevant SOFR Observation Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant SOFR Observation Period;

“**i**” means a series of whole numbers ascending from one to **d_o**, representing each U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant SOFR Observation Period (each a “**U.S. Government Securities Business Day(i)**”);

“**n_i**” for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government

Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day;

“**SOFR Observation Period**” means, in respect of an Interest Accrual Period, the period from (and including) the date falling the number of SOFR Observation Shift Days prior to the first day of such Interest Accrual Period to (but excluding) the date falling the number of SOFR Observation Shift Days prior to the Interest Period End Date at the end of such Interest Accrual Period;

“**SOFR Observation Shift Days**” means five U.S. Government Securities Business Days (or such other number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement); and

“**SOFR_i**” for any U.S. Government Securities Business Day(i) in the relevant SOFR Observation Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i).

(iii) *SOFR Payment Delay:*

$$\left(\prod_{i=1}^{d_o} \left(1 + \frac{SOFR_i \times n_i}{360} \right) - 1 \right) \times \frac{360}{d}$$

and the resulting percentage being rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards, where:

“**d**” means the number of calendar days in the relevant Interest Accrual Period;

“**d_o**” means the number of U.S. Government Securities Business Days in the relevant Interest Accrual Period;

“**i**” means a series of whole numbers ascending from one to d_o, representing each relevant U.S. Government Securities Business Day from (and including) the first U.S. Government Securities Business Day in the relevant Interest Accrual Period (each a “**U.S. Government Securities Business Day(i)**”);

“**Interest Payment Date**” shall be the date falling the number of Business Days equal to the Interest Payment Delay following each Interest Period End Date; *provided that* (i) the Interest Payment Date with respect to the final Interest Accrual Period ending on the Maturity Date will be the Maturity Date, (ii) the Interest Payment Date with respect to any Interest Accrual Period ending on the Extended Due for Payment Date in respect of a Series of Covered Bonds which are subject to an Extended Due for Payment Date (as specified in the applicable Pricing Supplement) will be the Extended Due for Payment Date, or (iii) if the Issuer elects to redeem the Covered Bonds prior to the Maturity Date or, if applicable, the Extended Due for Payment Date, the Interest Payment Date will be the relevant redemption date;

“**Interest Payment Delay**” means five U.S. Government Securities Business Days (or such other number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement);

“Interest Determination Date” means the Interest Period End Date at the end of each Interest Accrual Period, *provided that* the Interest Determination Date with respect to the final Interest Accrual Period will be the SOFR Rate Cut-Off Date;

“n”, for any U.S. Government Securities Business Day(i), means the number of calendar days from (and including) such U.S. Government Securities Business Day(i) up to (but excluding) the following U.S. Government Securities Business Day;

“SOFR_i” for any U.S. Government Securities Business Day(i) in the relevant Interest Accrual Period, is equal to the SOFR reference rate for that U.S. Government Securities Business Day(i); and

“SOFR Rate Cut-Off Date” means the date that is a number of U.S. Government Securities Business Days prior to the end of each Interest Accrual Period, the Maturity Date, the Extended Due for Payment Date (where specified as applicable in the relevant Pricing Supplement) or the relevant redemption date, as applicable, as specified in the applicable Pricing Supplement.

For the purposes of calculating Compounded Daily SOFR with respect to the final Interest Accrual Period, the level of SOFR for each U.S. Government Securities Business Day in the period from (and including) the SOFR Rate Cut-Off Date to (but excluding) the Maturity Date, the Extended Due for Payment Date (where specified as applicable in the relevant Pricing Supplement) or the relevant redemption date, as applicable, shall be the level of SOFR in respect of such SOFR Rate Cut-Off Date.

In connection with the SOFR provisions set out in this Condition 4(b)(iii)(F)(x), the following definitions apply:

“Bloomberg Screen SOFRRATE Page” means the Bloomberg screen designated “SOFRRATE” or any successor page or service;

“Reuters Page USDSOFR=” means the Reuters page designated “USDSOFR=” or any successor page or service;

“SOFR” means, with respect to any U.S. Government Securities Business Day, the rate determined by the Calculation Agent in accordance with the following provision:

- (i) the Secured Overnight Financing Rate published at the SOFR Determination Time, as such rate is reported on the Bloomberg Screen SOFRRATE Page, the Secured Overnight Financing Rate published at the SOFR Determination Time, as such rate is reported on the Reuters Page USDSOFR=, or the Secured Overnight Financing Rate published at the SOFR Determination Time on the SOFR Administrator’s Website;
- (ii) if the rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the SOFR published on the SOFR Administrator’s Website for the first preceding U.S. Government

Securities Business Day for which SOFR was published on the SOFR Administrator's Website; or

- (iii) if the rate specified in (i) above does not appear and a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(j)(iii) shall apply;

"SOFR Determination Time" means approximately 3:00 p.m. (New York City time) on the immediately following U.S. Government Securities Business Day.

- (y) If SOFR Index Average (**"SOFR Index Average"**) is specified in the applicable Pricing Supplement, the SOFR Benchmark for each Interest Accrual Period shall be equal to the value of the SOFR rates for each day during the relevant Interest Accrual Period as calculated by the Calculation Agent on the relevant Interest Determination Date as follows:

$$\left(\frac{SOFR\ Index_{End}}{SOFR\ Index_{Start}} - 1 \right) \times \left(\frac{360}{d_c} \right)$$

and the resulting percentage being rounded if necessary to the fifth decimal place, with 0.000005 being rounded upwards, where:

"d_c" means the number of calendar days from (and including) the SOFR Index_{Start} to (but excluding) the SOFR Index_{End};

"SOFR Index" means, in relation to any U.S. Government Securities Business Day, the SOFR Index as published by the SOFR Administrator on the SOFR Administrator's Website at the SOFR Index Determination Time on such U.S. Government Securities Business Day, *provided that*, if the SOFR Index does not so appear at the SOFR Index Determination Time, then:

- (i) if a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have not occurred, the "SOFR Index Average" shall be calculated on any Interest Determination Date with respect to an Interest Accrual Period, in accordance with the Compounded Daily SOFR formula described above in Condition 4(b)(iii)(F)(x)(ii) "SOFR Observation Shift", and the term "SOFR Observation Shift Days" shall mean such number of U.S. Government Securities Business Days preceding the first date of a relevant Interest Accrual Period as is used for the purposes of the definition of **"SOFR Index_{Start}"** and **"SOFR Index_{End}"**; or
- (ii) if a SOFR Benchmark Transition Event and its related SOFR Benchmark Replacement Date have occurred, the provisions set forth in Condition 4(j)(iii) shall apply;

"SOFR Index_{End}" means the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) preceding the Interest Period End Date relating to such Interest Accrual Period (or in the final Interest Accrual Period, the Maturity Date or the Extended Due for Payment Date (where specified as applicable in the relevant Pricing Supplement), as the case may be);

“SOFR Index_{start}” means the SOFR Index value on the date that is five U.S. Government Securities Business Days (or such other number of U.S. Government Securities Business Days as specified in the applicable Pricing Supplement) preceding the first date of the relevant Interest Accrual Period; and

“SOFR Index Determination Time” means, in relation to any U.S. Government Securities Business Day, approximately 3:00 p.m. (New York City time) on such U.S. Government Securities Business Day.

“SOFR Administrator” means the Federal Reserve Bank of New York (or a successor administrator of SOFR);

“SOFR Administrator’s Website” means the website of the Federal Reserve Bank of New York, or any successor source;

“SOFR Benchmark Replacement Date” means the Benchmark Replacement Date with respect to the then-current SOFR Benchmark; and

“SOFR Benchmark Transition Event” means the occurrence of a Benchmark Event with respect to the then-current SOFR Benchmark.

- (z) If the Rate of Interest cannot be determined in accordance with the foregoing provisions by the Calculation Agent (or such other party responsible for the calculation of the Rate of Interest, as specified in the applicable Pricing Supplement), subject to Condition 4(j), the Rate of Interest shall be:
- (I) that determined as at the last preceding Interest Determination Date (though substituting, where a different Margin or Maximum Rate of Interest or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum Rate of Interest or Minimum Rate of Interest (as specified in the applicable Pricing Supplement) relating to the relevant Interest Accrual Period in place of the Margin or Maximum Rate of Interest or Minimum Rate of Interest relating to that last preceding Interest Accrual Period); or
 - (II) if there is no such preceding Interest Determination Date, the initial Rate of Interest which would have been applicable to such Series of Covered Bonds for the first Interest Accrual Period had the Covered Bonds been in issue for a period equal in duration to the scheduled first Interest Accrual Period but ending on (and excluding) the Interest Commencement Date (but applying the Margin and any Maximum Rate of Interest or Minimum Rate of Interest applicable to the first Interest Accrual Period).
- (aa) If the relevant Series of Covered Bonds becomes due and payable in accordance with Condition 9, the final Interest Determination Date shall, notwithstanding any Interest Determination Date specified in the applicable Pricing Supplement, be deemed to be the date on which such Covered Bonds became due and payable (with corresponding adjustments being deemed to be made to the applicable SOFR Benchmark formula) and the Rate of Interest on such Covered Bonds shall, for so long as any such Covered Bond remains outstanding, be that determined on such date.

- (c) **Zero Coupon Covered Bonds:** Where a Covered Bond the Interest Basis of which is specified to be Zero Coupon is repayable prior to the Maturity Date and is not paid when due, the amount due and payable prior to the Maturity Date shall be the Early Redemption Amount of such Covered Bond. As from the Maturity Date, the Rate of Interest for any overdue principal of such a Covered Bond shall be a rate per annum (expressed as a percentage) equal to the Amortisation Yield (as described in Condition 5(b)(i)(B)).
- (d) **Accrual of Interest:** Interest shall cease to accrue on each Covered Bond on the due date for redemption unless, upon due presentation, payment is improperly withheld or refused, in which event interest shall continue to accrue (both before and after judgment) at the Rate of Interest in the manner provided in this Condition 4 to the Relevant Date (as defined in Condition 7).
- (e) **Interest following a Notice to Pay:** If a Notice to Pay or a Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor, the Covered Bond Guarantor shall, in accordance with the terms of the Covered Bond Guarantee, pay Guaranteed Amounts corresponding to the amounts of interest described under this Condition 4 (as the case may be) under the Covered Bond Guarantee in respect of the Covered Bonds on the Original Due for Payment Dates and, if applicable, the Extended Due for Payment Date.
- (f) **Margin, Maximum/Minimum Rates of Interest, Instalment Amounts and Redemption Amounts and Rounding:**
- (i) If any Margin is specified hereon (either (x) generally, or (y) in relation to one or more Interest Accrual Periods), an adjustment shall be made to all Rates of Interest, in the case of (x), or the Rates of Interest for the specified Interest Accrual Periods, in the case of (y), calculated in accordance with Condition 4(b) above by adding (if a positive number) or subtracting the absolute value (if a negative number) of such Margin, subject always to the next paragraph.
 - (ii) If any Maximum Rate of Interest or Minimum Rate of Interest, Instalment Amount or Redemption Amount is specified hereon, then any Rate of Interest, Instalment Amount or Redemption Amount shall be subject to such maximum or minimum, as the case may be.
 - (iii) For the purposes of any calculations required pursuant to these Conditions (unless otherwise specified), (x) all percentages resulting from such calculations shall be rounded, if necessary, to the fifth decimal place (with halves being rounded up), (y) all figures shall be rounded to seven significant figures (with halves being rounded up) and (z) all currency amounts that fall due and payable shall be rounded to the nearest unit of such currency (with halves being rounded up), save in the case of Japanese yen, which shall be rounded down to the nearest Japanese yen. For these purposes, "unit" means the lowest amount of such currency that is available as legal tender in the country(ies) of such currency.
- (g) **Calculations:** The amount of interest payable per calculation amount specified hereon (or, if no such amount is so specified, the Specified Denomination) (the "**Calculation Amount**") in respect of any Covered Bond for any Interest Accrual Period shall be equal to the product of the Rate of Interest, the Calculation Amount, and the Day Count Fraction for such Interest Accrual Period, unless an Interest Amount (or a formula for its calculation) is applicable to such Interest Accrual Period, in which case the amount of interest payable per Calculation Amount in respect of such Covered Bond for such Interest Accrual Period shall equal such Interest Amount (or be calculated in accordance with such formula). Where any Interest Period comprises two or more Interest Accrual Periods, the amount of interest payable per Calculation Amount in respect of such Interest Period shall be the sum of the Interest Amounts payable in respect of each of those Interest Accrual Periods. In respect of any other period for which interest is required to be calculated, the provisions above shall apply save that the Day Count Fraction shall be for the period for which interest is required to be calculated.

- (h) **Determination and Publication of Rates of Interest, Interest Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts and Instalment Amounts:** The Calculation Agent shall, as soon as practicable on each Interest Determination Date, or such other time on such date as the Calculation Agent may be required to calculate any rate or amount, obtain any quotation or make any determination or calculation, determine such rate and calculate the Interest Amounts for the relevant Interest Accrual Period, calculate the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or Instalment Amount, obtain such quotation or make such determination or calculation, as the case may be, and cause the Rate of Interest and the Interest Amounts for each Interest Accrual Period and the relevant Interest Payment Date and, if required to be calculated, the Final Redemption Amount, Early Redemption Amount, Optional Redemption Amount or any Instalment Amount to be notified to the Bond Trustee, the Issuer, each of the Paying Agents, the Covered Bondholders, any other Calculation Agent appointed in respect of the Covered Bonds that is to make a further calculation upon receipt of such information and, if the Covered Bonds are listed on a stock exchange and the rules of such exchange or other relevant authority so require, such exchange or other relevant authority as soon as possible after their determination but in no event later than:
- (i) the commencement of the relevant Interest Period, if determined prior to such time, in the case of notification to such exchange of a Rate of Interest and Interest Amount; or
 - (ii) in all other cases, the fourth Business Day after such determination.

Where any Interest Payment Date or Interest Period End Date is subject to adjustment pursuant to Condition 4(b)(ii), the Interest Amounts and the Interest Payment Date so published may subsequently be amended (or appropriate alternative arrangements made by way of adjustment) without notice in the event of an extension or shortening of the Interest Period. If the Covered Bonds become due and payable under Condition 9, the accrued interest and the Rate of Interest payable in respect of the Covered Bonds shall nevertheless continue to be calculated as previously in accordance with this Condition 4(h) but no publication of the Rate of Interest or the Interest Amount so calculated need be made. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by the Calculation Agent(s) shall (in the absence of manifest error) be final and binding upon all parties.

- (i) **Determination or Calculation by an agent of the Issuer:** If the Calculation Agent does not at any time for any reason determine or calculate the Rate of Interest for an Interest Accrual Period or any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, the Issuer shall appoint an agent on its behalf to do so and such determination or calculation shall be deemed to have been made by the Calculation Agent. In doing so, such agent shall apply the foregoing provisions of this Condition, with any necessary consequential amendments, to the extent that, in its opinion, it can do so, and, in all other respects it shall do so in such manner as it shall deem fair and reasonable in all the circumstances. The determination of any rate or amount, the obtaining of each quotation and the making of each determination or calculation by such agent pursuant to this Condition 4(i) shall (in the absence of manifest error) be final and binding upon all parties.

(j) **Benchmark Discontinuation**

- (i) Benchmark Discontinuation (General)

Where the Pricing Supplement specifies this Condition 4(j)(i) as applicable:

- (A) Independent Adviser

If a Benchmark Event occurs in relation to an Original Reference Rate when any Rate of Interest (or any component part thereof) remains to be determined by reference to

such Original Reference Rate, the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine a Successor Rate, or failing which, an Alternative Rate (in accordance with Condition 4(j)(i)(B) and, in either case, an Adjustment Spread (in accordance with Condition 4(j)(i)(C)) and any Benchmark Amendments (in accordance with Condition 4(j)(i)(D)).

In making such determination, the Independent Adviser appointed pursuant to this Condition 4(j)(i) shall act in good faith as an expert and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Bond Trustee, the Security Trustee, the Paying Agents, or the Covered Bondholders for any determination made by it, pursuant to this Condition 4(j)(i).

If:

- (i) the Issuer is unable to appoint an Independent Adviser; or
- (ii) the Independent Adviser fails to determine a Successor Rate or, failing which, an Alternative Rate in accordance with this Condition 4(j)(i)(A) prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Covered Bonds in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustment as provided in, the first paragraph of this Condition 4(j)(i)(A).

(B) Successor Rate or Alternative Rate

If the Independent Adviser determines that:

- (i) there is a Successor Rate, then such Successor Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Covered Bonds (subject to the operation of this Condition 4(j)(i)); or
- (ii) there is no Successor Rate but that there is an Alternative Rate, then such Alternative Rate and the applicable Adjustment Spread shall subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Covered Bonds (subject to the operation of this Condition 4(j)(i)).

(C) Adjustment Spread

The Adjustment Spread (or the formula or methodology for determining the Adjustment Spread) shall be applied to the Successor Rate or the Alternative Rate (as the case may be). If the Independent Adviser (in consultation with the Issuer) is unable

to determine the quantum of, or a formula or methodology for determining, such Adjustment Spread, then the Successor Rate or Alternative Reference Rate (as applicable) will apply without an Adjustment Spread.

(D) Benchmark Amendments

If any Successor Rate or Alternative Rate and, in either case, the applicable Adjustment Spread is determined in accordance with this Condition 4(j)(i) and the Independent Adviser (in consultation with the Issuer) determines:

- (i) that amendments to these Conditions and/or the Trust Deed are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and/or (in either case) the applicable Adjustment Spread (such amendments, the “**Benchmark Amendments**”); and
- (ii) the terms of the Benchmark Amendments, then the Issuer shall, subject to giving notice thereof in accordance with Condition 4(j)(i)(E), without any requirement for the consent or approval of Covered Bondholders, the Bond Trustee, the Security Trustee or the Agents, vary these Conditions and/or the Trust Deed to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Bond Trustee and the Security Trustee of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 4(j)(i)(E), the Bond Trustee and the Security Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Covered Bondholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, *inter alia*, by the execution of a deed supplemental to or amending the Trust Deed), *provided that* the Bond Trustee and the Security Trustee shall not be obliged so to concur if in the opinion of the Bond Trustee or the Security Trustee doing so would impose more onerous obligations upon them or expose them to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Bond Trustee and the Security Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way.

For the avoidance of doubt, the Bond Trustee, the Security Trustee and the Issuing and Paying Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 4(j)(i)(D). Covered Bondholders’ consent shall not be required in connection with the effecting of the Successor Rate or the Alternative Rate (as applicable) or such other changes, including the execution of any documents or any steps by the Bond Trustee, the Security Trustee or the Issuing and Paying Agent (if required). Further, none of the Bond Trustee, the Security Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations or certifications made by the Issuer or the Independent Adviser with respect to any Successor Rate or Alternative Rate (as applicable) or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

In connection with any such variation in accordance with this Condition 4(j)(i)(D), the Issuer shall comply with the rules of any stock exchange on which the Covered Bonds are for the time being listed or admitted to trading.

(E) Notices

The occurrence of a Benchmark Event shall be determined by the Issuer and any Successor Rate, Alternative Rate, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(j)(i) will be notified promptly by the Issuer to the Bond Trustee, the Security Trustee, the Calculation Agent, the Paying Agents and, in accordance with Condition 15, the Covered Bondholders or the Couponholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any. For the avoidance of doubt, neither the Bond Trustee, the Security Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Covered Bondholders of the same, the Issuer shall deliver to the Bond Trustee and the Security Trustee a certificate signed by two authorised signatories of the Issuer:

- (i) confirming:
 - (i) that a Benchmark Event has occurred;
 - (ii) the Successor Rate or, as the case may be, the Alternative Rate;
 - (iii) the applicable Adjustment Spread; and
 - (iv) the specific terms of the Benchmark Amendments (if any),in each case as determined in accordance with the provisions of this Condition 4(j)(i); and
- (ii) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Successor Rate or Alternative Rate and (in either case) the applicable Adjustment Spread.

The Bond Trustee and the Security Trustee shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Successor Rate, Alternative Rate, the Adjustment Spread or the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Successor Rate, Alternative Rate, the Adjustment Spread or the Benchmark Amendments (if any) and without prejudice to the Bond Trustee's or the Security Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Bond Trustee, the Security Trustee, the Calculation Agent, the Paying Agents, the Covered Bondholders and Couponholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Condition 4(j)(i)(A), 4(j)(i)(B), 4(j)(i)(C) and 4(j)(i)(D), the Original Reference Rate and the fallback provisions provided for in Condition 4(b)(iii)(B) or (C), as applicable will continue to apply unless and until a Benchmark Event has occurred.

(G) Definitions

As used in this Condition 4(j)(i):

"Adjustment Spread" means either:

- (i) a spread (which may be positive, negative or zero); or

- (ii) a formula or methodology for calculating a spread, in each case to be applied to the Successor Rate or the Alternative Rate (as the case may be) and is the spread, formula or methodology which:
 - (x) in the case of a Successor Rate, is formally recommended in relation to the replacement of the Original Reference Rate with the Successor Rate by any Relevant Nominating Body; or (if no such recommendation has been made, or in the case of an Alternative Rate);
 - (y) the Independent Adviser determines as being customarily applied to the relevant Successor Rate or the Alternative Rate (as the case may be) in international debt capital markets transactions to produce an industry-accepted replacement rate for the Original Reference Rate; or (if the Independent Adviser determines that no such spread is customarily applied);
 - (z) the Independent Adviser (in consultation with the Issuer) determines, and which is recognised or acknowledged as being the industry standard for over-the-counter derivative transactions which reference the Original Reference Rate, where such rate has been replaced by the Successor Rate or the Alternative Rate (as the case may be).

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser determines in accordance with Condition 4(j)(i)(B) is customarily applied in international debt capital markets transactions for the purposes of determining rates of interest (or the relevant component part thereof) in the same Specified Currency as the Covered Bonds;

“Benchmark Amendments” has the meaning given to it in Condition 4(j)(i)(D);

“Benchmark Event” means:

- (i) the Original Reference Rate ceasing to be published for a period of at least five Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or that it will, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate, that the Original Reference Rate has been or will, be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate as a consequence of which the Original Reference Rate will be prohibited from being used either generally, or in respect of the Covered Bonds or any Transaction Documents; or
- (v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is or will be (or is or will be deemed by such supervisor to be) no longer representative of its relevant underlying market; or

- (vi) it has become unlawful for any Paying Agent, Calculation Agent, the Issuer or other party to calculate any payments due to be made to any Covered Bondholder using the Original Reference Rate,

provided that the Benchmark Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed by the relevant supervisor to no longer be) representative of its relevant underlying market and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement;

“Independent Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by and at the expense of the Issuer under Condition 4(j)(i)(A);

“Original Reference Rate” means the originally-specified benchmark or screen rate (as applicable) used to determine the Rate of Interest (or any component part thereof) on the Covered Bonds;

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored by, chaired or co-chaired by or constituted at the request of:
 - (w) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;
 - (x) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);
 - (y) a group of the aforementioned central banks or other supervisory authorities; or
 - (z) the Financial Stability Board or any part thereof; and

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body.

- (ii) [Reserved]
- (iii) Benchmark Discontinuation (SOFR)

This Condition 4(j)(iii) shall only apply to U.S. dollar-denominated Covered Bonds where so specified in the relevant Pricing Supplement.

Where the Pricing Supplement specifies this Condition 4(j)(iii) as applicable:

- (A) Benchmark Replacement

If the Issuer or its designee determines on or prior to the relevant Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the then-current Benchmark, the Benchmark Replacement will replace the then-current Benchmark for all purposes relating to the Covered Bonds in respect of all determinations on such date and for all determinations on all subsequent dates.

(B) Benchmark Replacement Conforming Changes

In connection with the implementation of a Benchmark Replacement, the Issuer or its designee will have the right to make Benchmark Replacement Conforming Changes from time to time. For the avoidance of doubt, the Bond Trustee, the Security Trustee and the Issuing and Paying Agent shall, at the direction and expense of the Issuer, but subject to receipt by the Bond Trustee and the Security Trustee of a certificate signed by two authorised signatories of the Issuer confirming that a Benchmark Event has occurred, be obliged to concur with the Issuer in effecting such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required to give effect to this Condition 4(j)(iii)(B), *provided that* the Bond Trustee and the Security Trustee shall not be obliged so to concur if in the opinion of the Bond Trustee and the Security Trustee doing so would impose more onerous obligations upon them or expose them to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Bond Trustee and the Security Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way. Covered Bondholders' consent shall not be required in connection with the effecting of any such changes, including the execution of any documents or any steps by the Bond Trustee, the Security Trustee or the Issuing and Paying Agent (if required). Further, none of the Bond Trustee, the Security Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations, decisions or elections made by the Issuer or its designee with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

(C) Decisions and Determinations

Any determination, decision or election that may be made by the Issuer or its designee pursuant to this Condition 4(j)(iii), including any determination with respect to a tenor, rate or adjustment or of the occurrence or non-occurrence of an event, circumstance or date and any decision to take or refrain from taking any action or any selection will be conclusive and binding absent manifest error, will be made in the sole discretion of the Issuer or its designee, as applicable and notwithstanding anything to the contrary in the documentation relating to the Covered Bonds, shall become effective without consent from Covered Bondholders or any other party.

(D) Definitions

As used in this Condition 4(j)(iii):

"Benchmark" means, initially, the relevant SOFR Benchmark specified in the applicable Pricing Supplement (or any daily published component used in the calculation thereof); *provided that* if the Issuer or its designee determines on or prior to the Reference Time that a Benchmark Event and its related Benchmark Replacement Date have occurred with respect to the SOFR Benchmark (including any daily published component used in the calculation thereof) or the then-current Benchmark, then **"Benchmark"** means the applicable Benchmark Replacement;

“Benchmark Event” means the occurrence of one or more of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

- (i) a public statement or publication of information by or on behalf of the administrator of the Benchmark (or such component) announcing that such administrator has ceased or will cease to provide the Benchmark (or such component), permanently or indefinitely, *provided that*, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (ii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark (or such component), the central bank for the currency of the Benchmark (or such component), an insolvency official with jurisdiction over the administrator for the Benchmark (or such component), a resolution authority with jurisdiction over the administrator for the Benchmark (or such component) or a court or an entity with similar insolvency or resolution authority over the administrator for the Benchmark, which states that the administrator of the Benchmark (or such component) has ceased or will cease to provide the Benchmark (or such component) permanently or indefinitely, *provided that*, at the time of such statement or publication, there is no successor administrator that will continue to provide the Benchmark (or such component); or
- (iii) a public statement or publication of information by the regulatory supervisor for the administrator of the Benchmark announcing that the Benchmark is no longer representative;

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) the sum of:
 - (x) the alternate reference rate that has been selected or recommended by the Relevant Governmental Body as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof); and
 - (y) the Benchmark Replacement Adjustment;
- (ii) the sum of:
 - (x) the ISDA Fallback Rate; and
 - (y) the Benchmark Replacement Adjustment; or
- (iii) the sum of:
 - (x) the alternate reference rate that has been selected by the Issuer or its designee as the replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) giving due consideration to any industry-accepted reference rate as a replacement for the then-current Benchmark (including any daily published component used in the calculation thereof) for U.S. dollar-denominated floating rate notes at such time; and

(y) the Benchmark Replacement Adjustment;

“Benchmark Replacement Adjustment” means the first alternative set forth in the order below that can be determined by the Issuer or its designee as of the Benchmark Replacement Date:

- (i) the spread adjustment, or method for calculating or determining such spread adjustment, (which may be a positive or negative value or zero) that has been selected or recommended by the Relevant Governmental Body for the applicable Unadjusted Benchmark Replacement;
- (ii) if the applicable Unadjusted Benchmark Replacement is equivalent to the ISDA Fallback Rate, the ISDA Fallback Adjustment; or
- (iii) the spread adjustment (which may be a positive or negative value or zero) that has been selected by the Issuer or its designee giving due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the then-current Benchmark (including any daily published component used in the calculation thereof) with the applicable Unadjusted Benchmark Replacement for U.S. dollar-denominated floating rate notes at such time;

“Benchmark Replacement Conforming Changes” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors and other administrative matters) that the Issuer or its designee decides may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Issuer or its designee decides that adoption of any portion of such market practice is not administratively feasible or if the Issuer or its designee determines that no market practice for use of the Benchmark Replacement exists, in such other manner as the Issuer or its designee determines is reasonably necessary);

“Benchmark Replacement Date” means the earliest to occur of the following events with respect to the then-current Benchmark (including any daily published component used in the calculation thereof):

- (i) in the case of sub-clauses (i) or (ii) of the definition of “Benchmark Event,” the later of:
 - (x) the date of the public statement or publication of information referenced therein; and
 - (y) the date on which the administrator of the Benchmark permanently or indefinitely ceases to provide the Benchmark (or such component); or
- (ii) in the case of sub-clause (iii) of the definition of “Benchmark Event,” the date of the public statement or publication of information referenced therein.

For the avoidance of doubt, if the event giving rise to the Benchmark Replacement Date occurs on the same day as, but earlier than, the Reference Time in respect of any determination, the Benchmark Replacement Date will be deemed to have occurred prior to the Reference Time for such determination;

“designee” means a designee as selected and separately appointed by the Issuer in writing;

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time;

“ISDA Fallback Adjustment” means the spread adjustment (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Benchmark;

“ISDA Fallback Rate” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Benchmark (including any daily published component used in the calculation thereof) for the applicable tenor excluding the applicable ISDA Fallback Adjustment;

“Reference Time” with respect to any determination of the Benchmark means:

- (i) if the Benchmark is the SOFR Benchmark, the SOFR Determination Time (where Compounded Daily SOFR is specified as applicable in the applicable Pricing Supplement) or the SOFR Index Determination Time (where SOFR Index Average is specified as applicable in the applicable Pricing Supplement); or
- (ii) if the Benchmark is not the SOFR Benchmark, the time determined by the Issuer or its designee after giving effect to the Benchmark Replacement Conforming Changes;

“Relevant Governmental Body” means the Federal Reserve Board and/or the Federal Reserve Bank of New York, or a committee officially endorsed or convened by the Federal Reserve Board and/or the Federal Reserve Bank of New York or any successor thereto; and

“Unadjusted Benchmark Replacement” means Benchmark Replacement excluding the Benchmark Replacement Adjustment.

- (iv) [Reserved]
- (v) Benchmark Discontinuation (SORA)

This Condition 4(j)(v) shall only apply to Singapore dollar-denominated Covered Bonds where so specified in the relevant Pricing Supplement.

Where the Pricing Supplement specifies this Condition 4(j)(v) as applicable:

- (A) Independent Adviser

Notwithstanding the provisions above in this Condition 4(j), if a SORA Index Cessation Event occurs in relation to an Original Reference Rate prior to the relevant Interest Determination Date when any Rate of Interest (or any component part thereof) remains to be determined by reference to such Original Reference Rate, then the Issuer shall use its reasonable endeavours to appoint an Independent Adviser, as soon as reasonably practicable, to determine the Benchmark Replacement (in accordance with Condition 4(j)(v)(B) and an Adjustment Spread, if any (in accordance with Condition 4(j)(v)(C)), and any Benchmark Amendments (in accordance with Condition 4(j)(v)(D)) by the relevant Interest Determination Date.

An Independent Adviser appointed pursuant to this Condition 4(j)(v) as an expert shall act in good faith and in a commercially reasonable manner and in consultation with the Issuer. In the absence of bad faith or fraud, the Independent Adviser shall have no liability whatsoever to the Issuer, the Bond Trustee, the Security Trustee, the Issuing and Paying Agent, the Covered Bondholders or the Couponholders for any determination made by it or for any advice given to the Issuer in connection with any determination made by the Issuer, pursuant to this Condition 4(j)(v).

If the Issuer is unable to appoint an Independent Adviser after using its reasonable endeavours, or the Independent Adviser fails to determine a Benchmark Replacement prior to the relevant Interest Determination Date, the Issuer (acting in good faith and in a commercially reasonable manner) may determine the Benchmark Replacement (in accordance with Condition 4(j)(v)(B) and an Adjustment Spread if any (in accordance with Condition 4(j)(v)(C)) and any Benchmark Amendments (in accordance with Condition 4(j)(v)(D)).

If the Issuer is unable to determine the Benchmark Replacement prior to the relevant Interest Determination Date, the Rate of Interest applicable to the next succeeding Interest Accrual Period shall be equal to the Rate of Interest last determined in relation to the Covered Bonds in respect of the immediately preceding Interest Accrual Period. If there has not been a first Interest Payment Date, the Rate of Interest shall be the initial Rate of Interest. Where a different Margin or Maximum or Minimum Rate of Interest is to be applied to the relevant Interest Accrual Period from that which applied to the last preceding Interest Accrual Period, the Margin or Maximum or Minimum Rate of Interest relating to the relevant Interest Accrual Period shall be substituted in place of the Margin or Maximum or Minimum Rate of Interest relating to that last preceding Interest Accrual Period. For the avoidance of doubt, this paragraph shall apply to the relevant next succeeding Interest Accrual Period only and any subsequent Interest Accrual Periods are subject to the subsequent operation of, and to adjustments as provided in, the first paragraph of this Condition 4(j)(v)(A).

(B) Benchmark Replacement

The Benchmark Replacement determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) shall (subject to adjustment as provided for in Condition 4(j)(v)(C)) subsequently be used in place of the Original Reference Rate to determine the Rate of Interest (or the relevant component part thereof) for all future payments of interest on the Covered Bonds (subject to the operation of this Condition 4(j)(v)).

(C) Adjustment Spread

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be) determines (i) that an Adjustment Spread is required to be applied to the Benchmark Replacement and (ii) the quantum of, or a formula or methodology for determining such Adjustment Spread, then such Adjustment Spread shall be applied to the Benchmark Replacement.

(D) Benchmark Amendments

If the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be) determines that (i) Benchmark Amendments are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread, and (ii) the terms of the Benchmark Amendments, then the Issuer

shall, subject to giving notice thereof in accordance with Condition 4(j)(v)(E), without any requirement for the consent or approval of Covered Bondholders, the Bond Trustee, the Security Trustee or the Agents, vary these Conditions, the Trust Deed and/or the Agency Agreement to give effect to such Benchmark Amendments with effect from the date specified in such notice.

At the request of the Issuer, but subject to receipt by the Bond Trustee and the Security Trustee of a certificate signed by two authorised signatories of the Issuer pursuant to Condition 4(j)(v)(E), the Bond Trustee and the Security Trustee shall (at the expense of the Issuer), without any requirement for the consent or approval of the Bondholders, be obliged to concur with the Issuer in effecting any Benchmark Amendments (including, inter alia, by the execution of a deed supplemental to or amending the Trust Deed), *provided that* the Bond Trustee and the Security Trustee shall not be obliged so to concur if in the opinion of the Bond Trustee or the Security Trustee doing so would impose more onerous obligations upon them or expose them to any additional duties, responsibilities or liabilities or reduce or amend the protective provisions afforded to the Bond Trustee and the Security Trustee in these Conditions or the Trust Deed (including, for the avoidance of doubt, any supplemental trust deed) in any way.

For the avoidance of doubt, the Bond Trustee, the Security Trustee and the Issuing and Paying Agent shall, at the direction and expense of the Issuer, effect such consequential amendments to the Trust Deed, the Agency Agreement and these Conditions as may be required in order to give effect to this Condition 4(j)(v)(D). Covered Bondholders' consent shall not be required in connection with the effecting of the Benchmark Replacement or such other changes, including the execution of any documents or any steps by the Bond Trustee, the Security Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents (if required). Further, none of the Bond Trustee, the Security Trustee, the Calculation Agent, the Paying Agents, the Registrars or the Transfer Agents shall be responsible or liable for any determinations, decisions or elections made by the Issuer or the Independent Adviser with respect to any Benchmark Replacement or any other changes and shall be entitled to rely conclusively on any certifications provided to each of them in this regard.

In connection with any such variation in accordance with this Condition 4(j)(v)(D), the Issuer shall comply with the rules of any stock exchange on which the Covered Bonds are for the time being listed or admitted to trading.

(E) Notices etc.

The occurrence of a SORA Index Cessation Event shall be determined by the Issuer and any Benchmark Replacement, Adjustment Spread and the specific terms of any Benchmark Amendments, determined under this Condition 4(j)(v) will be notified promptly by the Issuer to the Bond Trustee, the Security Trustee, the Calculation Agent, the Issuing and Paying Agent and, in accordance with Condition 16, the Covered Bondholders. Such notice shall be irrevocable and shall specify the effective date of the Benchmark Amendments, if any. For the avoidance of doubt, neither the Bond Trustee, the Security Trustee, the Calculation Agent nor the Paying Agents shall have any responsibility for making such determination.

No later than notifying the Bond Trustee and the Security Trustee of the same, the Issuer shall deliver to the Bond Trustee and the Security Trustee a certificate signed by two authorised signatories of the Issuer:

- (x) confirming
 - (i) that a SORA Index Cessation Event has occurred;
 - (ii) the Benchmark Replacement; and
 - (iii) where applicable, any Adjustment Spread, and/or the specific terms of the Benchmark Amendments,in each case as determined in accordance with the provisions of this Condition 4(j)(v); and
- (y) certifying that the Benchmark Amendments (if any) are necessary to ensure the proper operation of such Benchmark Replacement and/or Adjustment Spread.

The Bond Trustee and the Security Trustee shall be entitled to rely on such certificate (without liability to any person) as sufficient evidence thereof. The Benchmark Replacement (if any), the Adjustment Spread (if any) and the Benchmark Amendments (if any) specified in such certificate will (in the absence of manifest error or bad faith in the determination of the Benchmark Replacement (if any), the Adjustment Spread (if any) or the Benchmark Amendments (if any) and without prejudice to the Bond Trustee's and the Security Trustee's ability to rely on such certificate as aforesaid) be binding on the Issuer, the Bond Trustee, the Security Trustee, the Calculation Agent, the Paying Agents, the Covered Bondholders and the Couponholders.

(F) Survival of Original Reference Rate

Without prejudice to the obligations of the Issuer under Conditions 4(j)(v)(A), 4(j)(v)(B), 4(j)(v)(C) and 4(j)(v)(D), the Original Reference Rate and the fallback provisions provided for in Condition 4(j)(v) will continue to apply unless and until the Calculation Agent has been notified of the Benchmark Replacement, and any applicable Adjustment Spread and Benchmark Amendments, in accordance with Condition 4(j)(v)(E).

(G) Definitions:

As used in this Condition 4(j)(v):

"Adjustment Spread" means either a spread (which may be positive, negative or zero), or a formula or methodology for calculating a spread, in either case, which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be) determines is required to be applied to the Benchmark Replacement to reduce or eliminate, to the extent reasonably practicable in the circumstances, any economic prejudice or benefit (as the case may be) to Covered Bondholders and Couponholders as a result of the replacement of the Original Reference Rate with the Benchmark Replacement and is the spread, formula or methodology which:

- (i) is formally recommended in relation to the replacement of the Original Reference Rate with the applicable Benchmark Replacement by any Relevant Nominating Body;
- (ii) if the applicable Benchmark Replacement is the ISDA Fallback Rate, is the ISDA Fallback Adjustment; or

- (iii) is determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be) having given due consideration to any industry-accepted spread adjustment, or method for calculating or determining such spread adjustment, for the replacement of the Original Reference Rate; or with the applicable Benchmark Replacement for the purposes of determining rates of interest (or the relevant component part thereof) for the same interest accrual period.

“Alternative Rate” means an alternative benchmark or screen rate which the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be) determines in accordance with Condition 4(j)(v)(B) has replaced the Original Reference Rate in customary market usage in the international or, if applicable, domestic debt capital markets for the purposes of determining rates of interest (or the relevant component part thereof) and in the same currency as the Covered Bonds (including, but not limited to, Singapore Government Bonds).

“Benchmark Amendments” means, with respect to any Benchmark Replacement, any technical, administrative or operational changes (including changes to the timing and frequency of determining rates and making payments of interest, rounding of amounts or tenors and other administrative matters) that the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be) determines may be appropriate to reflect the adoption of such Benchmark Replacement in a manner substantially consistent with market practice (or, if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be) determines that adoption of any portion of such market practice is not administratively feasible or if the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be) determines that no market practice for use of such Benchmark Replacement exists, in such other manner as the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be) determines is reasonably necessary).

“Benchmark Replacement” means the first alternative set forth in the order below that can be determined by the Independent Adviser or the Issuer (in the circumstances set out in Condition 4(j)(v)(A)) (as the case may be):

- (i) the Successor Rate;
- (ii) the ISDA Fallback Rate; and
- (iii) the Alternative Rate.

“Independent Adviser” means an independent financial institution of international repute or an independent financial adviser with appropriate expertise appointed by and at the expense of the Issuer under Condition 4(j)(v)(A).

“ISDA Definitions” means the 2006 ISDA Definitions published by the International Swaps and Derivatives Association, Inc. or any successor thereto, as amended or supplemented from time to time, or any successor definitional booklet for interest rate derivatives published from time to time.

“ISDA Fallback Adjustment” means the spread adjustment, (which may be a positive or negative value or zero) that would apply for derivatives transactions referencing the ISDA Definitions to be determined upon the occurrence of an index cessation event with respect to the Original Reference Rate for the applicable tenor.

“ISDA Fallback Rate” means the rate that would apply for derivatives transactions referencing the ISDA Definitions to be effective upon the occurrence of an index cessation date with respect to the Original Reference Rate for the applicable tenor excluding the applicable ISDA Fallback Adjustment.

“Original Reference Rate” means, initially, SORA (being the originally-specified benchmark rate used to determine SORA Benchmark and the Rate of Interest), *provided that* if a SORA Index Cessation Event has occurred with respect to SORA or the then-current Original Reference Rate, then **“Original Reference Rate”** means the Benchmark Replacement.

“Relevant Nominating Body” means, in respect of a benchmark or screen rate (as applicable):

- (i) the central bank for the currency to which the benchmark or screen rate (as applicable) relates, or any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable); or
- (ii) any working group or committee sponsored or endorsed by, chaired or co-chaired by or constituted at the request of:
 - (a) the central bank for the currency to which the benchmark or screen rate (as applicable) relates;
 - (b) any central bank or other supervisory authority which is responsible for supervising the administrator of the benchmark or screen rate (as applicable);
 - (c) a group of the aforementioned central banks or other supervisory authorities; or
 - (d) the Financial Stability Board or any part thereof.

“SORA Index Cessation Event” means the occurrence of one or more of the following events:

- (i) the Original Reference Rate ceasing to be published for a period of at least five Singapore Business Days or ceasing to exist; or
- (ii) a public statement by the administrator of the Original Reference Rate that it has ceased or will, by a specified date, cease publishing the Original Reference Rate permanently or indefinitely (in circumstances where no successor administrator has been appointed that will continue publication of the Original Reference Rate); or
- (iii) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been or will, by a specified date, be permanently or indefinitely discontinued; or
- (iv) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate has been prohibited from being used or that its use has been subject to restrictions or adverse consequences, or that it will be prohibited from being used or that its use will be subject to restrictions or adverse consequences by a specified date; or

- (v) a public statement by the supervisor of the administrator of the Original Reference Rate that the Original Reference Rate is no longer representative or will, by a specified date, be deemed to be no longer representative; or
- (vi) it has become unlawful for the Issuing and Paying Agent, the Calculation Agent, the Issuer or any other party to calculate any payments due to be made to any Covered Bondholder using the Original Reference Rate,

provided that the SORA Index Cessation Event shall be deemed to occur (a) in the case of sub-paragraphs (ii) and (iii) above, on the date of the cessation of publication of the Original Reference Rate or the discontinuation of the Original Reference Rate, as the case may be, (b) in the case of sub-paragraph (iv) above, on the date of the prohibition of use of the Original Reference Rate and (c) in the case of sub-paragraph (v) above, on the date with effect from which the Original Reference Rate will no longer be (or will be deemed to no longer be) representative and which is specified in the relevant public statement, and, in each case, not the date of the relevant public statement.

“Successor Rate” means a successor to or replacement of the Original Reference Rate which is formally recommended by any Relevant Nominating Body as the replacement of the Original Reference Rate (which rate may be produced by the Monetary Authority of Singapore or such other administrator).

- (k) **Definitions:** In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Business Day” means:

- (i) in the case of Covered Bonds denominated in a currency other than Euro, Renminbi or Singapore dollars, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and in the principal financial centre for such currency; and/or
- (ii) in the case of Covered Bonds denominated in Euro, a day on which TARGET2 is operating (a **“TARGET2 Business Day”**) and a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London and the principal financial centre for such currency; and/or
- (iii) in the case of Covered Bonds denominated in Renminbi:
 - (A) if cleared through the CMU Service, a day (other than a Saturday, Sunday or public holiday) on which commercial banks in Hong Kong are generally open for business and settlement of Renminbi payments in Hong Kong;
 - (B) if cleared through the CDP System, a day (other than a Saturday, Sunday or gazetted public holiday) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Singapore and Hong Kong; and
 - (C) if cleared through Euroclear and Clearstream a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London; and/or
- (iv) in the case of Covered Bonds denominated in Singapore dollars:
 - (A) if cleared through the CDP, a day (other than a Saturday, Sunday or gazetted public holiday) on which commercial banks settle payments in Singapore; and

- (B) if cleared through Euroclear and Clearstream, a day (other than a Saturday or Sunday) on which commercial banks and foreign exchange markets settle payments in London; and/or
- (v) in the case of a currency and/or one or more Financial Centres, a day (other than a Saturday or a Sunday) on which commercial banks and foreign exchange markets settle payments in such currency in the Financial Centre(s) or, if no currency is indicated, generally in each of the Financial Centres.

“Day Count Fraction” means, in respect of the calculation of an amount of interest on any Covered Bond for any period of time (from and including the first day of such period to but excluding the last) (whether or not constituting an Interest Period or an Interest Accrual Period, the **“Calculation Period”**):

- (i) if **“Actual/Actual”** or **“Actual/Actual — ISDA”** is specified hereon, the actual number of days in the Calculation Period divided by 365 (or, if any portion of that Calculation Period falls in a leap year, the sum of:
 - (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365);
- (ii) if **“Actual/365 (Fixed)”** is specified hereon, the actual number of days in the Calculation Period divided by 365;
- (iii) if **“Actual/360”** is specified hereon, the actual number of days in the Calculation Period divided by 360;
- (iv) if **“30/360”**, **“360/360”** or **“Bond Basis”** is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where

“Y₁” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“Y₂” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“M₁” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“M₂” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“D₁” is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31, in which case D₁ will be 30; and

“D₂” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number is 31 and D₁ is greater than 29, in which case D₂ will be 30;

- (v) if **“30E/360”** or **“Eurobond Basis”** is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless such number is 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless such number is 31, in which case **D₂** will be 30;

- (vi) if “**30E/360 (ISDA)**” is specified hereon, the number of days in the Calculation Period divided by 360, calculated on a formula basis as follows:

$$\text{Day Count Fraction} = \frac{[360 \times (Y_2 - Y_1)] + [30 \times (M_2 - M_1)] + (D_2 - D_1)}{360}$$

where:

“**Y₁**” is the year, expressed as a number, in which the first day of the Calculation Period falls;

“**Y₂**” is the year, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**M₁**” is the calendar month, expressed as a number, in which the first day of the Calculation Period falls;

“**M₂**” is the calendar month, expressed as a number, in which the day immediately following the last day included in the Calculation Period falls;

“**D₁**” is the first calendar day, expressed as a number, of the Calculation Period, unless (i) that day is the last day of February or (ii) such number is 31, in which case **D₁** will be 30; and

“**D₂**” is the calendar day, expressed as a number, immediately following the last day included in the Calculation Period, unless (i) that day is the last day of February but not the Maturity Date or (ii) such number is 31, in which case **D₂** will be 30;

- (vii) if “**Actual/Actual — ICMA**” is specified hereon:

- (a) if the Calculation Period is equal to or shorter than the Determination Period during which it falls, the number of days in the Calculation Period divided by the product of:

- (i) the number of days in such Determination Period; and
(ii) the number of Determination Periods normally ending in any year; and

- (b) if the Calculation Period is longer than one Determination Period, the sum of:

- (i) the number of days in such Calculation Period falling in the Determination Period in which it begins divided by the product of:

- (1) the number of days in such Determination Period; and
- (2) the number of Determination Periods normally ending in any year; and
- (ii) the number of days in such Calculation Period falling in the next Determination Period divided by the product of:
 - (1) the number of days in such Determination Period; and
 - (2) the number of Determination Periods normally ending in any year,

where:

“Determination Date” means the date(s) specified as such hereon or, if none is so specified, the Interest Payment Date(s); and

“Determination Period” means the period from and including a Determination Date in any year to but excluding the next Determination Date.

- (viii) if **“RBA Bond Basis”** is specified in the applicable Pricing Supplement, and means one divided by the number of Interest Payment Dates in a year (or where the Calculation Period does not constitute an Interest Period, the actual number of days in the Calculation Period divided by 365 (or, if any portion of the Calculation Period falls in a leap year, the sum of:
 - (A) the actual number of days in that portion of the Calculation Period falling in a leap year divided by 366; and
 - (B) the actual number of days in that portion of the Calculation Period falling in a non-leap year divided by 365)).

“CNY” or **“Renminbi”** means the lawful currency of the PRC.

“Euro” means the currency of the member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended from time to time.

“Euro-zone” means the region comprised of member states of the European Union that adopt the single currency in accordance with the Treaty establishing the European Community, as amended.

“HKD” or **“Hong Kong dollars”** means the lawful currency of Hong Kong.

“Interest Accrual Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Period End Date and each successive period beginning on (and including) an Interest Period End Date and ending on (but excluding) the next succeeding Interest Period End Date.

“Interest Amount” means:

- (i) in respect of an Interest Accrual Period, the amount of interest payable per Calculation Amount for that Interest Accrual Period and which, in the case of Fixed Rate Covered Bonds, and unless otherwise specified hereon, shall mean the Fixed Coupon Amount or Broken Amount specified hereon as being payable on the Interest Payment Date ending the Interest Period of which such Interest Accrual Period forms part; and
- (ii) in respect of any other period, the amount of interest payable per Calculation Amount for that period.

“Interest Commencement Date” means the Issue Date or such other date as may be specified hereon.

“Interest Determination Date” means, with respect to a Rate of Interest and Interest Accrual Period, the date specified as such hereon or, if none is so specified:

- (i) the first day of such Interest Accrual Period if the Specified Currency is Sterling (and in such case only if the relevant Reference Rate is not SONIA Benchmark), Hong Kong dollars or Renminbi;
- (ii) the day falling two Business Days in the relevant Financial Centre for the Specified Currency prior to the first day of such Interest Accrual Period if the Specified Currency is not Sterling, Hong Kong dollars, Euro or Renminbi and if the relevant Reference Rate is not SONIA Benchmark, SOFR Benchmark or SORA Benchmark;
- (iii) the day falling two TARGET2 Business Days prior to the first day of such Interest Accrual Period if the Specified Currency is Euro;
- (iv) (only if the relevant Reference Rate is SONIA Benchmark) the fifth London Business Day (or as otherwise specified in the applicable Pricing Supplement) prior to the last day of each Interest Accrual Period;
- (v) (only if the relevant Reference Rate is SOFR Benchmark and “SOFR Observation Lag” or “SOFR Observation Shift” has been specified as applicable in the applicable Pricing Supplement to determine Compounded Daily SOFR or where SOFR Index Average has been specified as applicable in the applicable Pricing Supplement) the fifth U.S. Government Securities Business Day (or as otherwise specified in the applicable Pricing Supplement) prior to the last day of each Interest Accrual Period;
- (vi) (only if the relevant Reference Rate is SOFR Benchmark and “SOFR Payment Delay” has been specified as applicable in the applicable Pricing Supplement to determine Compounded Daily SOFR) has the meaning given to it in Condition 4(b)(iii)(F)(x)(iii); and
- (vii) (only if the relevant Reference Rate is SORA Benchmark) has the meaning given to it in Conditions 4(b)(iii)(D)(x)(1), 4(b)(iii)(D)(x)(2) or 4(b)(iii)(D)(x)(3), as applicable.

“Interest Period” means the period beginning on (and including) the Interest Commencement Date and ending on (but excluding) the first Interest Payment Date and each successive period beginning on (and including) an Interest Payment Date and ending on (but excluding) the next succeeding Interest Payment Date.

“Interest Period End Date” means each Interest Payment Date unless otherwise specified hereon.

“ISDA Definitions” means the 2006 ISDA Definitions, as published by the International Swaps and Derivatives Association, Inc. or any successor thereto (as may be updated, amended or supplemented from time to time), or any successor definitional booklet for interest rate derivatives published from time to time, unless otherwise specified hereon.

“Rate of Interest” means the rate of interest payable from time to time in respect of this Covered Bond and that is either specified or calculated in accordance with the provisions hereon.

“Reference Banks” means:

- (i) in the case of a determination of EURIBOR, the principal Euro-zone office of four major banks in the Euro-zone interbank market; and
- (ii) in the case of a determination of HIBOR, the principal Hong Kong office of four major banks in the Hong Kong interbank market,

in each case selected by the Issuer or as specified hereon.

“Reference Rate” means the rate specified as such hereon or such other page, section, caption, column or other part as may replace it on that information service or such other information service, in each case, as may be nominated by the person providing or sponsoring the information appearing there for the purpose of displaying rates or prices comparable to the Reference Rate.

“Relevant Screen Page” means such page, section, caption, column or other part of a particular information service as may be specified hereon (or any such successor or replacement page, section, caption, column or other party of a particular information service).

“Relevant Time” means, with respect to any Interest Determination Date, the local time in the relevant Financial Centre specified hereon or, if none is specified, the local time in the relevant financial centre at which it is customary to determine bid and offered rates in respect of deposits in the relevant currency in the interbank market in the relevant financial centre or, if no such customary local time exists, 11.00 a.m. in the relevant financial centre and, for the purpose of this definition, **“local time”** means, with respect to the Euro-zone as a relevant financial centre, Central European Time.

“Specified Currency” means the currency specified as such hereon or, if none is specified, the currency in which the Covered Bonds are denominated.

“Sterling” means the lawful currency of the UK.

“TARGET2” means the Trans-European Automated Real-Time Gross Settlement Express Transfer System which was launched on 19 November 2007 or any successor thereto.

“U.S. Government Securities Business Day” means any day except for a Saturday, Sunday or a day on which the Securities Industry and Financial Markets Association recommends that the fixed income departments of its members be closed for the entire day for purposes of trading in U.S. government securities.

- (l) **Calculation Agent:** The Issuer shall procure that there shall at all times be one or more Calculation Agents if provision is made for them hereon and for so long as any Covered Bond is outstanding (as defined in the Trust Deed). Where more than one Calculation Agent is appointed in respect of the Covered Bonds, references in these Conditions to the Calculation Agent shall be construed as each Calculation Agent performing its respective duties under the Conditions. If the Calculation Agent is unable or unwilling to act as such or if the Calculation Agent fails duly to establish the Rate of Interest for an Interest Accrual Period or to calculate any Interest Amount, Instalment Amount, Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, or to comply with any other requirement, the Issuer shall (with the prior approval of the Bond Trustee) appoint a leading bank or financial institution engaged in the interbank market (or, if appropriate, money, swap or over-the-counter index options market) that is most closely connected with the calculation or determination to be made by the Calculation Agent (acting through its principal London office or any other office actively involved in such market) to act as such in its place. The Calculation Agent may not resign its duties without a successor having been appointed as aforesaid.

5 Redemption, Purchase and Options

- (a) **Redemption by Instalments and Final Redemption:**
- (i) Unless previously redeemed, purchased and cancelled as provided in this Condition 5, each Covered Bond that provides for Instalment Dates and Instalment Amounts shall be partially redeemed on each Instalment Date at the related Instalment Amount specified hereon. The outstanding nominal amount of each such Covered Bond shall be reduced by the Instalment Amount (or, if such Instalment Amount is calculated by reference to a proportion of the

nominal amount of such Covered Bond, such proportion) for all purposes with effect from the related Instalment Date, unless payment of the Instalment Amount is improperly withheld or refused, in which case, such amount shall remain outstanding until the Relevant Date relating to such Instalment Amount.

- (ii) Unless otherwise provided hereon and unless previously redeemed, purchased and cancelled as provided below, each Covered Bond shall be finally redeemed on the Maturity Date specified hereon at its Final Redemption Amount (which, unless otherwise provided hereon, is its nominal amount) or, in the case of a Covered Bond falling within Condition 5(a)(i) above, its final Instalment Amount.
- (iii) Without prejudice to Condition 9, if an Extended Due for Payment Date is specified hereon and the Issuer has failed to pay the Final Redemption Amount on the Maturity Date (after expiry of the grace period set out in Condition 9(a)(i)) and, following the service of an Issuer Acceleration Notice on the Issuer and a Notice to Pay on the Covered Bond Guarantor by no later than the date falling one Business Day prior to the Extension Determination Date, the Covered Bond Guarantor has insufficient monies available under the Guarantee Priority of Payments to pay the Guaranteed Amounts corresponding to the Final Redemption Amount in full in respect of the Covered Bonds on the date falling on the earlier of:
 - (A) the date which falls two Business Days after service of such Notice to Pay on the Covered Bond Guarantor or, if later, the Maturity Date (in each case, after the expiry of the grace period set out in Condition 9(a)(i)) under the terms of the Covered Bond Guarantee; and
 - (B) the Extension Determination Date,

then (subject as provided below) payment of the unpaid amount by the Covered Bond Guarantor under the Covered Bond Guarantee shall be deferred until the Extended Due for Payment Date, *provided that* the Covered Bond Guarantor may pay any amount representing the Final Redemption Amount on the Maturity Date and any amount representing all or part of the Final Redemption Amount due and remaining unpaid until the earlier of (A) and (B) above may, subject to the Guarantee Priority of Payments, also be paid by the Covered Bond Guarantor on any Interest Payment Date thereafter up to (and including) the relevant Extended Due for Payment Date.

- (iv) Unless the Issuing and Paying Agent receives a notice from the Issuer to the contrary at least four Business Days prior to the Maturity Date, payment will be made in full of the Final Redemption Amount in respect of the Covered Bonds on the Maturity Date.
- (v) The Covered Bond Guarantor shall notify the relevant Covered Bondholders (in accordance with Condition 15), the Rating Agencies, the Bond Trustee, the Security Trustee, the Issuing and Paying Agent and the Registrar (in the case of Registered Covered Bonds) as soon as reasonably practicable and in any event at least one Business Day prior to the dates specified in Conditions 5(a)(iii)(A) and (B) above of any inability of the Covered Bond Guarantor to pay in full the Guaranteed Amounts corresponding to the Final Redemption Amount pursuant to the Covered Bond Guarantee.

Any failure by the Covered Bond Guarantor to notify such parties shall not affect the validity or effectiveness of the extension nor give rise to any rights in any such party.

- (vi) In the circumstances outlined in Condition 5(a)(iii) above, the Covered Bond Guarantor shall on the earlier of:

(A) the date falling two Business Days after the service of a Notice to Pay on the Covered Bond Guarantor or, if later, the Maturity Date (in each case, after expiry of the grace period set out in Condition 9(b)(i)); and

(B) the Extension Determination Date,

under the Covered Bond Guarantee, apply the monies (if any) available (after paying or providing for payment of higher ranking or *pari passu* amounts in accordance with the Guarantee Priority of Payments) *pro rata* in part payment of an amount equal to the Final Redemption Amount of each Covered Bond and shall pay Guaranteed Amounts constituting the Scheduled Interest in respect of each such Covered Bond on such date.

The obligation of the Covered Bond Guarantor to pay any amounts in respect of the balance of the Final Redemption Amount not so paid shall be deferred as described above. Such failure to pay by the Covered Bond Guarantor shall not constitute a Covered Bond Guarantor Event of Default.

(vii) Any discharge of the obligations of the Issuer as the result of the payment of Excess Proceeds to the Bond Trustee shall be disregarded for the purposes of determining the amounts to be paid by the Covered Bond Guarantor under the Covered Bond Guarantee in connection with this Condition 5(a).

(viii) In these Conditions, unless the context otherwise requires, the following defined terms shall have the meanings set out below:

“Extended Due for Payment Date” means the date, if any, specified hereon to which the payment of all or (as applicable) part of the Final Redemption Amount payable on the Maturity Date will be deferred in the event that the Final Redemption Amount is not paid in full on the Extension Determination Date.

“Extension Determination Date” means the date falling two Business Days after the expiry of 14 days starting on (and including) the Maturity Date.

“Guarantee Priority of Payments” means the priority of payments relating to monies standing to the credit of the Payment Ledger of the Transaction Account to be paid on each Covered Bond Guarantee Payment Date in accordance with the Trust Deed.

“Rating Agency” means any one of Moody’s Investors Service Limited and Fitch Australia Pty Limited (together, the **“Rating Agencies”**) or their affiliates or successors, to the extent any of them provide(s) ratings in respect of the Covered Bonds.

(b) **Early Redemption:**

(i) *Zero Coupon Covered Bonds:*

(A) The Early Redemption Amount payable in respect of any Zero Coupon Covered Bond, the Early Redemption Amount of which is not linked to an index and/or a formula, upon redemption of such Covered Bond pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 shall be the **Amortised Face Amount** (calculated as provided below) of such Covered Bond unless otherwise specified hereon.

(B) Subject to the provisions of Condition 5(b)(i)(C) below, the “Amortised Face Amount” of any such Covered Bond shall be the scheduled Final Redemption Amount of such Covered Bond on the Maturity Date discounted at a rate per annum (expressed as a percentage) equal to the Amortisation Yield (which, if none is shown hereon, shall be such rate as would produce an Amortised Face Amount equal to the issue price of the

Covered Bonds if they were discounted back to their issue price on the Issue Date) compounded annually.

- (C) If the Early Redemption Amount payable in respect of any such Covered Bond upon its redemption pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9 is not paid when due, the Early Redemption Amount due and payable in respect of such Covered Bond shall be the Amortised Face Amount of such Covered Bond as defined in Condition 5(b)(i)(B) above, except that such paragraph shall have effect as though the date on which the Covered Bond becomes due and payable were the Relevant Date. The calculation of the Amortised Face Amount in accordance with this paragraph shall continue to be made (both before and after judgment) until the Relevant Date, unless the Relevant Date falls on or after the Maturity Date, in which case the amount due and payable shall be the scheduled Final Redemption Amount of such Covered Bond on the Maturity Date together with any interest that may accrue in accordance with Condition 4(d).

Where such calculation is to be made for a period of less than one year, it shall be made on the basis of the Day Count Fraction shown hereon.

- (ii) *Other Covered Bonds:* The Early Redemption Amount payable in respect of any Covered Bond (other than Covered Bonds described in Condition 5(b)(i) above), upon redemption of such Covered Bond pursuant to Condition 5(c) or upon it becoming due and payable as provided in Condition 9, shall be the Final Redemption Amount unless otherwise specified hereon.

- (c) **Redemption for Taxation Reasons:** The Covered Bonds may be redeemed at the option of the Issuer in whole, but not in part, (the “**Optional Tax Redemption**”) on any Interest Payment Date (if this Covered Bond is at the relevant time a Floating Rate Covered Bond) or, if so specified thereon, at any time (if this Covered Bond is at the relevant time not a Floating Rate Covered Bond), on giving not less than 30 nor more than 60 days’ notice to the Covered Bondholders (which notice shall be irrevocable) at their Early Redemption Amount (as described in Condition 5(b)) (together with interest accrued to the date fixed for redemption and any Additional Amounts then due or which will become due on or before the date fixed for redemption), if

- (i) the Issuer has or will become obliged to pay Additional Amounts (as described under Condition 7) as a result of any change in, or amendment to, the laws, treaties or regulations of a Relevant Taxing Jurisdiction (as defined in Condition 7) or any political subdivision or any authority thereof or therein having power to tax, or any change in the official application or interpretation of such laws, treaties or regulations, which change or amendment becomes effective on or after the date on which agreement is reached to issue the first Tranche of the Covered Bonds; and
- (ii) such obligation cannot be avoided by the Issuer taking reasonable measures available to it, *provided that* no such notice of redemption shall be given earlier than 90 days prior to the earliest date on which the Issuer would be obliged to pay such Additional Amounts were a payment in respect of the Covered Bonds then due.

Before the publication of any notice of redemption pursuant to this Condition 5(c), the Issuer shall deliver to the Bond Trustee a certificate signed by two Directors of the Issuer stating that the Issuer is entitled to effect such redemption and setting forth a statement of facts showing that the conditions precedent to the right of the Issuer so to redeem have occurred, and an opinion of independent legal advisers of recognised standing to the effect that the Issuer has or will become obliged to pay such Additional Amounts as a result of such change or amendment and the Bond Trustee shall be entitled without further enquiry to accept such certificate and opinion as conclusive evidence of the

satisfaction of the condition precedent set out in Condition 5(c)(ii) above, in which event it shall be conclusive and binding on Covered Bondholders and Couponholders.

- (d) **Redemption at the Option of the Issuer:** If Call Option is specified hereon, the Issuer may, on giving not less than 10 nor more than 20 days' irrevocable notice to the Covered Bondholders (or such other notice period as may be specified hereon) redeem all or, if so provided, some of the Covered Bonds on the date(s) specified hereon (the "**Optional Redemption Date**"). Any such redemption of Covered Bonds shall be at the Optional Redemption Amount specified hereon together with interest accrued to the date fixed for redemption. Any such redemption or exercise must relate to Covered Bonds of a nominal amount at least equal to the Minimum Redemption Amount to be redeemed specified hereon and no greater than the Maximum Redemption Amount to be redeemed specified hereon.

All Covered Bonds in respect of which any such notice is given shall be redeemed on the date specified in such notice in accordance with this Condition.

In the case of a partial redemption, the notice to Covered Bondholders shall also contain the certificate numbers of the Bearer Covered Bonds, or in the case of Registered Covered Bonds shall specify the nominal amount of Registered Covered Bonds drawn and the holder(s) of such Registered Covered Bonds, to be redeemed, which shall have been drawn in such place and in such manner as may be fair and reasonable in the circumstances, taking account of prevailing market practices, subject to compliance with any applicable laws and stock exchange or other relevant authority requirements.

- (e) **Redemption due to Illegality:** The Covered Bonds of all Series may be redeemed at the option of the Issuer in whole, but not in part, at any time, on giving not less than 30 nor more than 60 days' notice to the Covered Bondholders (which notice shall be irrevocable), if the Issuer satisfies the Bond Trustee immediately before the giving of such notice that it has, or will before the next Interest Payment Date of any Covered Bond of any Series, become unlawful for the Issuer to make, fund or allow to remain outstanding any Advance made by it to the Covered Bond Guarantor pursuant to the Intercompany Loan Agreement, as a result of any change in, or amendment to, the applicable laws or regulations or any change in the application or official interpretation of such laws or regulations, which change or amendment has become or will become effective before the next such Interest Payment Date.

Covered Bonds redeemed pursuant to this Condition 5(e) will be redeemed at their Early Redemption Amount referred to in Condition 5(b) together (if appropriate) with interest accrued to the date of redemption.

- (f) **Purchases:** The Issuer and any of its subsidiaries or the Covered Bond Guarantor may at any time purchase Covered Bonds (*provided that* all unmatured Receipts and Coupons and unexchanged Talons relating thereto are attached thereto or surrendered therewith) in the open market or otherwise at any price.
- (g) **Cancellation:** All Covered Bonds purchased by or on behalf of the Issuer or any of its subsidiaries may be (and any Covered Bonds purchased or otherwise acquired by the Covered Bond Guarantor shall be) surrendered for cancellation, in the case of Bearer Covered Bonds, by surrendering each such Covered Bond together with all unmatured Receipts and Coupons and all unexchanged Talons to the Issuing and Paying Agent and, in the case of Registered Covered Bonds, by surrendering the Certificate representing such Covered Bonds to the Registrar and, in each case, if so surrendered, shall, together with all Covered Bonds redeemed by the Issuer, be cancelled forthwith (together with all unmatured Receipts and Coupons and unexchanged Talons attached thereto or surrendered therewith). Any Covered Bonds so surrendered for cancellation may not be reissued or resold and

the obligations of the Issuer and the Covered Bond Guarantor in respect of any such Covered Bonds shall be discharged.

- (h) **No Obligation to Monitor:** The Bond Trustee shall not be under any duty to monitor whether any event or circumstance has happened or exists within this Condition 5 and will not be responsible to the Covered Bondholders, Receiptholders or Couponholders for any loss arising from any failure by it to do so. Unless and until the Bond Trustee has notice in writing of the occurrence of any event or circumstance within this Condition 5, it shall be entitled to assume that no such event or circumstance exists.

6 Payments and Talons

- (a) **Bearer Covered Bonds not held in the CMU:** Payments of principal and interest in respect of Bearer Covered Bonds not held in the CMU shall, subject as mentioned below, be made against presentation and surrender of the relevant Receipts (in the case of payments of Instalment Amounts other than on the due date for redemption and *provided that* the Receipt is presented for payment together with its relevant Covered Bond), Covered Bonds (in the case of all other payments of principal and, in the case of interest, as specified in Condition 6(g)(vi)) or Coupons (in the case of interest, save as specified in Condition 6(g)(ii)), as the case may be:
- (i) in the case of a currency other than Renminbi, at the specified office of any Paying Agent outside the United States by transfer to an account denominated in such currency with, a Bank; and
 - (ii) in the case of Renminbi, by transfer to a relevant account maintained by or on behalf of the Covered Bondholder. If a holder does not maintain a relevant account in respect of a payment to be made under the Covered Bonds, the Issuer reserves the right, in its sole discretion and upon such terms as it may determine, to make arrangements to pay such amount to that holder by another means, *provided that* the Issuer shall not have any obligation to make any such arrangements.

In this Condition:

“**Bank**” means a bank in the principal financial centre for such currency or, in the case of Euro, in a city in which banks have access to TARGET2.

“**relevant account**” means the Renminbi account maintained by or on behalf of the Covered Bondholder with:

- (i) in the case of Covered Bonds cleared through the CMU Service, a bank in Hong Kong; or
 - (ii) in the case of Covered Bonds cleared through the CDP System, a bank in Singapore or Hong Kong.
- (b) **Bearer Covered Bonds held in the CMU:** Payments of principal and interest in respect of Bearer Covered Bonds held in the CMU will be made to the person(s) for whose account(s) interests in the relevant Bearer Covered Bond are credited as being held with the CMU in accordance with the CMU Rules (as defined in the Agency Agreement) at the relevant time.
- (c) **Registered Covered Bonds not held in the CMU:**
- (i) Payments of principal (which for the purposes of this Condition 6(c) shall include final Instalment Amounts but not other Instalment Amounts) in respect of Registered Covered Bonds shall be made against presentation and surrender of the relevant Certificates at the specified office of any of the Transfer Agents or of the Registrar and in the manner provided in paragraph (ii) below.

- (ii) Interest (which for the purpose of this Condition 6(c) shall include all Instalment Amounts other than final Instalment Amounts) on Registered Covered Bonds shall be paid to the person shown on the Register at the close of business:
- (A) in the case of a currency other than Renminbi, on the 15th day before the due date for payment thereof; and
 - (B) in the case of Covered Bonds denominated in Renminbi, on the fifth business day before the due date for payment,

(the “**Record Date**”).

Payments of interest on each Registered Covered Bond shall be made:

- (x) in the case of a currency other than Renminbi, in the relevant currency upon application by the holder to the specified office of the Registrar or any other Transfer Agent before the Record Date, such payment of interest may be made by transfer to an account in the relevant currency maintained by the payee with a Bank; and
- (y) in the case of Renminbi, by transfer to the registered account of the Covered Bondholder. If a holder does not maintain a registered account in respect of a payment to be made under the Covered Bonds, the Issuer reserves the right, in its sole discretion and upon such terms as it may determine, to make arrangements to pay such amount to that holder by another means, *provided that* the Issuer shall not have any obligation to make any such arrangements.

In this Condition 6(c):

“**registered account**” means the Renminbi account maintained by or on behalf of the Covered Bondholder with:

- (a) in the case of Covered Bonds cleared through the CMU Service, a bank in Hong Kong; or
- (b) in the case of Covered Bonds cleared through the CDP System, a bank in Singapore or Hong Kong,

details of which appear on the Register at the close of business on the fifth Business Day before the due date for payment.

- (d) **Registered Covered Bonds held in the CMU:** Payments of principal and interest in respect of Registered Covered Bonds held in the CMU will be made to the person(s) for whose account(s) interests in the relevant Registered Covered Bond are credited as being held with the CMU in accordance with the CMU Rules (as defined in the Agency Agreement) at the relevant time as notified to the CMU Lodging and Paying Agent by the CMU in a relevant CMU Instrument Position Report (as defined in the Agency Agreement) or any other relevant notification by the CMU, which notification shall be conclusive evidence of the records of the CMU (save in the case of manifest error) and payment made in accordance thereof shall discharge the obligations of the Issuer in respect of that payment.

For so long as any of the Covered Bonds that are cleared through the CMU are represented by the Global Certificate, payments of interest or principal will be made to the persons for whose account a relevant interest is in the Global Certificate is credited as being held by the operator at the relevant time, as notified to the CMU Lodging and Paying Agent by the operator in a relevant CMU Instrument Position Report (as defined in the CMU Rules) or in any other relevant notification by the operator. Such payment will discharge the Issuer’s obligations in respect of that payment. Any payments by the CMU participants to indirect participants will be governed by arrangements agreed between the CMU participants and the indirect participants and will continue to depend on the interbank clearing

system and traditional payment methods. Such payments will be the sole responsibility of such CMU participants.

- (e) **Payments in the United States:** Notwithstanding the foregoing, if any Bearer Covered Bonds are denominated in U.S. dollars, payments in respect thereof may be made at the specified office of any Paying Agent in New York City in the same manner as aforesaid if:
- (i) the Issuer shall have appointed Paying Agents with specified offices outside the United States with the reasonable expectation that such Paying Agents would be able to make payment of the amounts on the Covered Bonds in the manner provided above when due;
 - (ii) payment in full of such amounts at all such offices is illegal or effectively precluded by exchange controls or other similar restrictions on payment or receipt of such amounts; and
 - (iii) such payment is then permitted by United States law, without involving, in the opinion of the Issuer and the Covered Bond Guarantor, any adverse tax consequence to the Issuer or the Covered Bond Guarantor.
- (f) **Payments subject to fiscal laws:** Save as provided in Condition 7, payments will be subject in all cases to any applicable fiscal or other laws, regulations and directives in the place of payment or other laws to which the Issuer or the Covered Bond Guarantor or its Agents agree to be subject and neither the Issuer nor the Covered Bond Guarantor will be liable for:
- (i) any taxes or duties of whatever nature imposed or levied by such laws, regulations, directives or agreements; or
 - (ii) any withholding or deduction required pursuant to an agreement described in Section 1471(b) of the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”) or otherwise imposed pursuant to Section 1471 through 1474 of the Code, any regulations or agreements thereunder, any official interpretations thereof, or (without prejudice to the provisions of Condition 7) any law implementing an intergovernmental approach thereto.

No commission or expenses shall be charged to the Covered Bondholders or Couponholders in respect of such payments.

- (g) **Appointment of Agents:** The Issuing and Paying Agent, the CMU Lodging and Paying Agent, the CDP Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent initially appointed by the Issuer and the Covered Bond Guarantor and their respective specified offices are listed below. The Issuing and Paying Agent, the CMU Lodging and Paying Agent, the CDP Paying Agent, the Paying Agents, the Registrar, the Transfer Agents and the Calculation Agent act solely as agents of the Issuer and the Covered Bond Guarantor and do not assume any obligation or relationship of agency or trust for or with any Covered Bondholder or Couponholder. The Issuer and the Covered Bond Guarantor reserve the right at any time, with the approval of the Bond Trustee, to vary or terminate the appointment of the Issuing and Paying Agent, the CMU Lodging and Paying Agent, the CDP Paying Agent, the DTC Paying Agent, any other Paying Agent, the Registrar, any Transfer Agent or the Calculation Agent(s) and to appoint additional or other Paying Agents or Transfer Agents, *provided that* the Issuer shall at all times maintain:
- (i) an Issuing and Paying Agent;
 - (ii) a Registrar in relation to Registered Covered Bonds;
 - (iii) a Transfer Agent in relation to Registered Covered Bonds;
 - (iv) a CMU Lodging and Paying Agent in relation to Covered Bonds accepted for clearance through the CMU Service;

- (v) a CDP Paying Agent in relation to Covered Bonds accepted for clearance through the CDP System;
- (vi) one or more Calculation Agent(s) where the Conditions so require; and
- (vii) such other agents as may be required by any other stock exchange on which the Covered Bonds may be listed, in each case as approved by the Bond Trustee.

In addition, the Issuer and the Covered Bond Guarantor shall forthwith appoint a Paying Agent in New York City in respect of any Bearer Covered Bonds denominated in U.S. dollars in the circumstances described in paragraph (d) above.

Notice of any such change or any change of any specified office shall promptly be given to the Covered Bondholders.

(h) Unmatured Coupons and Receipts and unexchanged Talons:

- (i) Unless the Covered Bonds provide that the relevant Coupons are to become void upon the due date for redemption of those Covered Bonds, Bearer Covered Bonds which comprise Fixed Rate Covered Bonds should be surrendered for payment together with all unexpired Coupons (if any) relating thereto, failing which an amount equal to the face value of each missing unexpired Coupon (or, in the case of payment not being made in full, that proportion of the amount of such missing unexpired Coupon that the sum of principal so paid bears to the total principal due) shall be deducted from the Final Redemption Amount, Early Redemption Amount or Optional Redemption Amount, as the case may be, due for payment. Any amount so deducted shall be paid in the manner mentioned above against surrender of such missing Coupon within a period of 10 years from the Relevant Date for the payment of such principal (whether or not such Coupon has become void pursuant to Condition 8).
- (ii) Upon the due date for redemption of any Bearer Covered Bond comprising a Floating Rate Covered Bond, unexpired Coupons relating to such Covered Bond (whether or not attached) shall become void and no payment shall be made in respect of them.
- (iii) Upon the due date for redemption of any Bearer Covered Bond, any unexchanged Talon relating to such Covered Bond (whether or not attached) shall become void and no Coupon shall be delivered in respect of such Talon.
- (iv) Upon the due date for redemption of any Bearer Covered Bond that is redeemable in instalments, all Receipts relating to such Covered Bond having an Instalment Date falling on or after such due date (whether or not attached) shall become void and no payment shall be made in respect of them.
- (v) Where any Bearer Covered Bond that provides that the relevant unexpired Coupons are to become void upon the due date for redemption of those Covered Bonds is presented for redemption without all unexpired Coupons, and where any Bearer Covered Bond is presented for redemption without any unexchanged Talon relating to it, redemption shall be made only against the provision of such indemnity as the Issuer may require.
- (vi) If the due date for redemption of any Covered Bond is not a due date for payment of interest, interest accrued from the preceding due date for payment of interest or the Interest Commencement Date, as the case may be, shall only be payable against presentation (and surrender if appropriate) of the relevant Bearer Covered Bond or Certificate representing it, as the case may be. Interest accrued on a Covered Bond that only bears interest after its Maturity Date shall be payable on redemption of such Covered Bond against presentation of the relevant Covered Bond or Certificate representing it, as the case may be.

- (i) **Talons:** On or after the Interest Payment Date for the final Coupon forming part of a Coupon sheet issued in respect of any Bearer Covered Bond, the Talon forming part of such Coupon sheet may be surrendered at the specified office of the Issuing and Paying Agent in exchange for a further Coupon sheet (and if necessary another Talon for a further Coupon sheet) (but excluding any Coupons that may have become void pursuant to Condition 8).
- (j) **Non-Business Days:** If any date for payment in respect of any Covered Bond, Receipt or Coupon is not a business day, the holder shall not be entitled to payment until the next following business day nor to any interest or other sum in respect of such postponed payment. In this paragraph, “**business day**” means a day (other than a Saturday or a Sunday) on which banks and foreign exchange markets are open for business in the relevant place of presentation, in such other jurisdictions as shall be specified as “Financial Centres” hereon, and:
- (i) (in the case of a payment in a currency other than Euro or Renminbi) where payment is to be made by transfer to an account maintained with a bank in the relevant currency, on which foreign exchange transactions may be carried on in the relevant currency in the principal financial centre of the country of such currency; or
 - (ii) (in the case of a payment in Euro) which is a TARGET2 Business Day; or
 - (iii) (in the case of Renminbi where the Covered Bonds cleared through the CMU Service) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong; or
 - (iv) (in the case of Renminbi where the Covered Bonds are cleared through Euroclear or Clearstream) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Hong Kong; or
 - (v) (in the case of Renminbi where the Covered Bonds are cleared through the CDP System) on which banks and foreign exchange markets are open for business and settlement of Renminbi payments in Singapore and Hong Kong.
- (k) **Renminbi fallback:** Notwithstanding the foregoing, if by reason of Inconvertibility, Non-transferability or Illiquidity, the Issuer is not, in its sole and absolute discretion, able to satisfy payments of principal or interest in respect of the Covered Bonds when due in Renminbi (in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream) in Hong Kong, or (in the case of Covered Bonds cleared through the CDP System) in Singapore, the Issuer shall, on giving not less than five nor more than 30 days’ irrevocable notice to the Covered Bondholders prior to the due date for payment, settle any such payment (in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream) in U.S. dollars, or (in the case of Covered Bonds cleared through the CDP System) in Singapore dollars, on the due date at (in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream) the U.S. Dollar Equivalent, or (in the case of Covered Bonds cleared through the CDP System) the Singapore Dollar Equivalent, of any such Renminbi denominated amount. The due date for payment shall be the originally scheduled due date or such postponed due date as shall be specified in the notice referred to above, which postponed due date may not fall more than 20 days after the originally scheduled due date. Interest on the Covered Bonds will continue to accrue up to but excluding any such date for payment of principal.

In such event, payments of the U.S. Dollar Equivalent or the Singapore Dollar Equivalent (as applicable) of the relevant principal or interest in respect of the Covered Bonds shall be made by:

- (i) in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream , transfer to a U.S. dollar denominated account maintained by the payee with, or by a U.S. dollar denominated cheque drawn on, or, at the option of the holder, by transfer to a U.S.

dollar account maintained by the holder with, a bank in New York City; and the definition of “**business day**” for the purpose of this Condition 6(j) shall mean any day on which banks and foreign exchange markets are open for general business in the relevant place of presentation, and New York City; or

- (ii) in the case of Covered Bonds cleared through the CDP System, transfer to a Singapore dollar denominated account maintained by the payee with, or by a Singapore dollar denominated cheque drawn on, a bank in Singapore.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6(j) by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Agents and all Covered Bondholders.

In this Condition:

“**Determination Business Day**” means a day (other than a Saturday or Sunday) on which commercial banks are open for general business (including dealings in foreign exchange):

- (i) in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream , in Hong Kong, in Singapore and New York City; or
- (ii) in the case of Covered Bonds cleared through the CDP System, in Singapore;

“**Determination Date**” means the day which:

- (i) in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream, is five Determination Business Days before the due date for payment of the relevant amount under these Conditions; or
- (ii) in the case of Covered Bonds cleared through the CDP System, is seven Determination Business Days before the due date for payment of the relevant amount under these Conditions;

“**Governmental Authority**” means:

- (i) in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream , any de facto or de jure government (or any agency or instrumentality thereof), court, tribunal, administrative or other governmental authority or any other entity (private or public) charged with the regulation of the financial markets (including the central bank) of Hong Kong; or
- (ii) in the case of Covered Bonds cleared through the CDP System, the MAS or any other governmental authority or any other entity (private or public) charged with the regulation of the financial markets of Singapore;

“**Illiquidity**” means:

- (i) in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream , the general Renminbi exchange market in Hong Kong becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal in respect of the Covered Bonds as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers; or
- (ii) in the case of Covered Bonds cleared through the CDP System, the general Renminbi exchange market in Singapore becomes illiquid as a result of which the Issuer cannot obtain sufficient Renminbi in order to satisfy its obligation to pay interest or principal in respect of the Covered Bonds as determined by the Issuer in good faith and in a commercially reasonable manner following consultation with two Renminbi Dealers selected by the Issuer;

“Inconvertibility” means the occurrence of any event that makes it impossible (where it had been previously possible) for the Issuer to convert any amount due in respect of the Covered Bonds in the general Renminbi exchange market in, in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream, Hong Kong, or, in the case of Covered Bonds cleared through the CDP System, Singapore, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

“Non-transferability” means the occurrence of any event that makes it impossible for the Issuer to transfer Renminbi between accounts:

- (i) in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream, inside Hong Kong or from an account inside Hong Kong to an account outside Hong Kong, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation) in Hong Kong and in New York City; or
- (ii) in the case of Covered Bonds cleared through the CDP System, inside Singapore or from an account inside Singapore to an account outside Singapore and outside the PRC or from an account outside Singapore and outside the PRC to an account inside Singapore, other than where such impossibility is due solely to the failure of the Issuer to comply with any law, rule or regulation enacted by any Governmental Authority (unless such law, rule or regulation is enacted after the Issue Date and it is impossible for the Issuer, due to an event beyond its control, to comply with such law, rule or regulation);

“PRC” means the People’s Republic of China (excluding the Hong Kong Special Administrative Region, the Macau Special Administrative Region and Taiwan);

“Renminbi Dealer” means an independent foreign exchange dealer of international repute active in the Renminbi exchange market in:

- (i) in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream, in Hong Kong; and
- (ii) in the case of Covered Bonds cleared through the CDP System, in Singapore;

“Singapore Dollar Equivalent” means the Renminbi amount converted into Singapore dollars using the relevant Spot Rate for the relevant Determination Date;

“Spot Rate” means:

- (i) in the case of Covered Bonds cleared through the CMU Service, Euroclear or Clearstream, the spot CNY/U.S. dollar exchange rate for the purchase of U.S. dollars with Renminbi in the over-the-counter Renminbi exchange market in Hong Kong for settlement in two Determination Business Days, as determined by the Calculation Agent at or around 11:00 a.m. (Hong Kong time) on the Determination Date, on a deliverable basis by reference to Bloomberg Page <CNH Curncy> or, if no such rate is available, on a non-deliverable basis by reference to Bloomberg Page <CNH Curncy>.

If such rate is not available, the Calculation Agent will determine the Spot Rate at or around 11:00 a.m. (Hong Kong time) on the Determination Date as the most recently available CNY/U.S. dollar official fixing rate for settlement in two Determination Business Days reported by The State Administration of Foreign Exchange of the PRC, which is reported on

Bloomberg Page <RBMUSD Index>. Reference to a Bloomberg page includes such other display page as may replace that page for the purpose of displaying a comparable currency exchange rate; or

- (ii) in the case of Covered Bonds cleared through the CDP System, for a Determination Date, means the spot Renminbi/Singapore dollar exchange rate as determined by the Issuer at or around 11:00 a.m. (Singapore time) on such date in good faith and in a reasonable commercial manner, and if a spot rate is not readily available, the Issuer may determine the rate taking into consideration all available information which the Issuer deems relevant, including pricing information obtained from the Renminbi non-deliverable exchange market in Singapore or elsewhere and the PRC domestic foreign exchange market in Singapore.

All notifications, opinions, determinations, certificates, calculations, quotations and decisions given, expressed, made or obtained for the purposes of the provisions of this Condition 6(k) by the Calculation Agent will (in the absence of wilful default, bad faith or manifest error) be binding on the Issuer, the Covered Bond Guarantor, the Agents and all Covered Bondholders; and

“U.S. Dollar Equivalent” means the Renminbi amount converted into U.S. dollars using the Spot Rate for the relevant Determination Date as promptly notified to the Issuer and the Paying Agents.

7 Taxation

All payments of principal and interest by or on behalf of the Issuer in respect of the Covered Bonds, the Receipts and the Coupons shall be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by or within (i) Singapore or, if different, the jurisdiction of tax residency of the Issuer, (ii) solely in the case of Covered Bonds issued by the Hong Kong branch of the Issuer, Hong Kong, and (iii) solely in the case of Covered Bonds issued by the London branch of the Issuer, the UK (each such jurisdiction, a **“Relevant Taxing Jurisdiction”**) or any authority therein or thereof having power to tax, unless such withholding or deduction is required by law. In that event, the Issuer shall pay such additional amounts (the **“Additional Amounts”**) as shall result in receipt by the Receiptholders, Covered Bondholders and Couponholders of such amounts as would have been received by them had no such withholding or deduction been required, except that no such Additional Amounts shall be payable with respect to any Covered Bond, Receipt or Coupon:

- (a) **Other connection:** to, or to a third party on behalf of, a holder who is:
 - (i) treated as a resident of or as having a permanent establishment in the Relevant Taxing Jurisdiction for tax purposes; or
 - (ii) liable to such taxes, duties, assessments or governmental charges in respect of such Covered Bond, Receipt, Talon or Coupon by reason of his having some connection with the Relevant Taxing Jurisdiction other than the holding or ownership of the Covered Bond, Receipt, Talon or Coupon or receiving income therefrom, or the enforcement thereof; or
- (b) **Lawful avoidance of withholding:** to, or to a third party on behalf of, a holder who could lawfully avoid (but has not so avoided) such deduction or withholding by complying or procuring that any third party complies with any statutory requirements concerning the nationality, residence, identity or other attributes of the holder or beneficial owner or by making or procuring that any third party makes a declaration of non-residence or other similar claim for exemption to any tax authority in the place where the relevant Covered Bond (or the Certificate representing it), Receipt or Coupon is presented for payment; or
- (c) **Presentation more than 30 days after the Relevant Date:** where presentation is required or has occurred, presented (or in respect of which the Certificate representing it is presented) for payment

more than 30 days after the Relevant Date except to the extent that the holder of it would have been entitled to such Additional Amounts on presenting it for payment on or before the 30th such day.

As used in these Conditions, “**Relevant Date**” in respect of any Covered Bond, Receipt, Talon or Coupon means the date on which payment in respect of it first becomes due or (if any amount of the money payable is improperly withheld or refused) the date on which payment in full of the amount outstanding is made or (if earlier) the date seven days after that on which notice is duly given to the Covered Bondholders that, upon further presentation of the Covered Bond (or relevant Certificate), Receipt, Talon or Coupon being made in accordance with the Conditions, such payment will be made, *provided that* payment is in fact made upon such presentation. References in these Conditions to:

- (i) “**principal**” shall be deemed to include any premium payable in respect of the Covered Bonds, all Instalment Amounts, Final Redemption Amounts, Early Redemption Amounts, Optional Redemption Amounts, Amortised Face Amounts and all other amounts in the nature of principal payable pursuant to Condition 5 or any amendment or supplement to it;
- (ii) “**interest**” shall be deemed to include all Interest Amounts and all other amounts payable pursuant to Condition 4 or any amendment or supplement to it; and
- (iii) “**principal**” and/or “**interest**” shall be deemed to include any Additional Amounts that may be payable under this Condition or any undertaking given in addition to or in substitution for it under the Trust Deed.

All payments of Guaranteed Amounts by or on behalf of the Covered Bond Guarantor will be made free and clear of, and without withholding or deduction for, any taxes, duties, assessments or governmental charges of whatever nature imposed, levied, collected, withheld or assessed by Singapore or any authority therein or thereof having the power to tax. If any such withholding or deduction is required, the Covered Bond Guarantor will pay the Guaranteed Amounts net of such withholding or deduction and shall account to the appropriate tax authority for the amount required to be withheld or deducted. The Covered Bond Guarantor will not be obliged to pay any additional amount (including, but not limited to, the Additional Amounts) to the Bond Trustee or any holder of Covered Bonds in respect of the amount of such withholding or deduction. If any withholding or deduction arises under or in connection with FATCA, the Covered Bond Guarantor will not be required to pay any additional amount (including, but not limited to, the Additional Amounts) under the Covered Bond Guarantee on account of such withholding or deduction.

Notwithstanding any other provision of the Conditions, any amounts to be paid on the Covered Bonds by or on behalf of the Issuer will be paid net of any deduction or withholding imposed or required pursuant to an agreement described in Section 1471(b) of the Code, or otherwise imposed pursuant to Sections 1471 through 1474 of the Code (or any regulations thereunder or official interpretations thereof) or an intergovernmental agreement between the United States and another jurisdiction facilitating the implementation thereof (or any fiscal or regulatory legislation, rules or practices implementing such an intergovernmental agreement) (any such withholding or deduction, a “**FATCA Withholding**”). Neither the Issuer nor any other person will be required to pay any additional amounts in respect of FATCA Withholding.

*Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the Covered Bonds by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the Income Tax Act 1947 of Singapore (the “**Income Tax Act**”) shall not apply if such person acquires such Covered Bonds using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Covered Bonds is not exempt*

from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.

8 Prescription

Claims against the Issuer for payment in respect of the Covered Bonds, Receipts and Coupons (which, for this purpose, shall not include Talons) shall be prescribed and become void unless made within 10 years (in the case of principal) or five years (in the case of interest) from the appropriate Relevant Date in respect of them.

9 Events of Default

(a) Issuer Events of Default:

- (i) If any of the following events (each an “**Issuer Event of Default**”) occurs and is continuing, the Bond Trustee at its discretion may but is not obliged to do so, and if so requested by holders of at least one-quarter in nominal amount of the Covered Bonds of this Series together with the Covered Bonds of any other Series then outstanding as if they were a single Series or if so directed by an Extraordinary Resolution of all the Covered Bondholders of all Series then outstanding as if they were a single Series shall (but in respect of the events in Conditions 9(a)(i)(B) to (E) (inclusive) below, only if the Bond Trustee certifies that the occurrence of such event is materially prejudicial to the interests of the Covered Bondholders of any Series) (subject in each case to the Bond Trustee being indemnified and/or secured and/or pre-funded to its satisfaction in its sole discretion) give notice to the Issuer (an “**Issuer Acceleration Notice**”) that, as against the Issuer (but not, for the avoidance of doubt, as against the Covered Bond Guarantor under the Covered Bond Guarantee) the Covered Bonds are, and they shall immediately become, due and payable at their Early Redemption Amount together (if applicable) with accrued interest:
 - (A) **Non-Payment:** default is made by the Issuer for more than 14 days in the payment on the due date of principal or of interest in respect of any of the Covered Bonds;
 - (B) **Breach of Other Obligations:** the Issuer does not perform or comply with any one or more of its other obligations under the Covered Bonds, the Trust Deed (other than any obligation for the payment of interest or principal in respect of any of the Covered Bonds) or any other Transaction Document to which the Issuer is a party (other than the Programme Agreement and any Subscription Agreement) but excluding any obligation of the Issuer to comply with the Asset Coverage Test or the Pre-Maturity Test or any representation or warranty given by the Issuer in respect of the Asset Coverage Test or the Pre-Maturity Test, which default has not been remedied within 30 days (or such longer period as the Bond Trustee may permit) after notice of such default shall have been given to the Issuer by the Bond Trustee;
 - (C) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against the whole or a material part of the property, assets or revenues of the Issuer and is not discharged or stayed within 90 days;
 - (D) **Insolvency:** the Issuer is (or is deemed by law or a court of competent jurisdiction to be) insolvent or bankrupt or unable to pay its debts as they fall due, stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or makes a general assignment or an arrangement or composition with or for the benefit of all its creditors or a moratorium is agreed or declared in respect of all or a material part of the debts of the Issuer;

- (E) **Winding-up:** a judicial manager is appointed in relation to the Issuer, an order is made or an effective resolution passed for the winding-up or dissolution or judicial management of the Issuer, or the Issuer shall apply or petition for a winding-up or judicial management order in respect of itself or ceases or threatens, through an official action of its board of directors, to cease to carry on all or substantially all of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms previously approved by an Extraordinary Resolution (as defined in the Trust Deed);
- (F) **Breach of Asset Coverage Test:** if an Asset Coverage Test Breach Notice has been served and is not revoked (in accordance with the terms of the Transaction Documents) on or before the first Test Date immediately succeeding service of such Asset Coverage Test Breach Notice on the Covered Bond Guarantor; or
- (G) **Breach of Pre-Maturity Test:** if the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds is breached less than six months prior to the Maturity Date of such Series of Hard Bullet Covered Bonds and the Covered Bond Guarantor has not funded the Pre-Maturity Liquidity Ledger in accordance with the Establishment Deed before the earlier of:
 - (I) 20 Business Days from the date that the Seller and the Issuer are notified of the breach of the Pre-Maturity Test; and
 - (II) the Maturity Date of such Series of Hard Bullet Covered Bonds.

Upon the Covered Bonds becoming immediately due and payable against the Issuer pursuant to this Condition 9(a), the Bond Trustee shall forthwith serve a notice to pay (the “**Notice to Pay**”) on the Covered Bond Guarantor pursuant to the Covered Bond Guarantee and the Covered Bond Guarantor shall be required to make payments of Guaranteed Amounts when the same shall become Due for Payment in accordance with the terms of the Covered Bond Guarantee.

Following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice, the Bond Trustee may or shall take such proceedings or other action against the Issuer in accordance with Condition 11.

The Trust Deed provides that all monies received by the Bond Trustee from the Issuer or any receiver, liquidator, judicial manager or other similar official appointed in relation to the Issuer following the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice and a Notice to Pay (the “**Excess Proceeds**”) shall be paid by the Bond Trustee on behalf of the Covered Bondholders to the Covered Bond Guarantor for its own account, as soon as practicable, and shall be held by the Covered Bond Guarantor in the Transaction Account and the Excess Proceeds shall thereafter form part of the Security and shall be used by the Covered Bond Guarantor in the same manner as all other monies from time to time standing to the credit of the Transaction Account pursuant to the Deeds of Charge and the Establishment Deed. Any Excess Proceeds received by the Bond Trustee shall discharge, to that extent, the obligations of the Issuer in respect of the payment of the amount of such Excess Proceeds under the Covered Bonds, Receipts and Coupons. However, the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee are (following service of a Notice to Pay) unconditional and irrevocable and the receipt by the Bond Trustee of any Excess Proceeds and payment to the Covered Bond Guarantor of such Excess Proceeds shall not reduce or discharge any of such obligations.

By subscribing for Covered Bond(s), each Covered Bondholder shall be deemed to have irrevocably directed the Bond Trustee to pay the Excess Proceeds to the Covered Bond Guarantor in the manner as described above.

(b) **Covered Bond Guarantor Events of Default:**

If any of the following events (each a “**Covered Bond Guarantor Event of Default**”) occurs and is continuing, the Bond Trustee at its discretion may but is not obliged to do so, and if so requested by holders of at least one-quarter in nominal amount of the Covered Bonds of this Series together with the Covered Bonds of any other Series then outstanding as if they were a single Series or if so directed by an Extraordinary Resolution of all the Covered Bondholders shall (but in respect of the events in Conditions 9(b)(ii) to (v) (inclusive) below, only if the Bond Trustee certifies that the occurrence of such event is materially prejudicial to the interests of the Covered Bondholders of any Series) (subject in each case to the Bond Trustee being indemnified and/or secured and/or pre-funded to its satisfaction in its sole discretion) give notice to the Covered Bond Guarantor and the Issuer (a “**Covered Bond Guarantor Acceleration Notice**”), that (A) the Covered Bonds shall, as against the Issuer (if not already due and repayable against it following an Issuer Event of Default), immediately become due and repayable at their Early Redemption Amount (if applicable) together with accrued interest and (B) all amounts payable by the Covered Bond Guarantor under the Covered Bond Guarantee shall immediately become due and payable at the Guaranteed Amount corresponding to the Early Redemption Amount together (if applicable) with accrued interest, in each case as provided in the Trust Deed and thereafter the Security shall become enforceable:

- (i) **Non-Payment:** default is made by the Covered Bond Guarantor for more than 10 Business Days in the payment of any Guaranteed Amounts when Due for Payment in respect of any of the Covered Bonds except in the case of payments of a Guaranteed Amount when Due for Payment under Condition 5(a) where the Covered Bond Guarantor shall be required to make payments of Guaranteed Amounts which are Due for Payment on the dates specified therein;
- (ii) **Breach of Other Obligations:** the Covered Bond Guarantor does not perform or comply with any one or more of its obligations (other than any obligation for the payment of Guaranteed Amounts in respect of the Covered Bonds) under the Trust Deed or any other Transaction Document to which the Covered Bond Guarantor is a party (other than the Programme Agreement or any Subscription Agreement), which default has not been remedied within 30 days (or such longer period as the Bond Trustee may permit) after notice of such default shall have been given to the Covered Bond Guarantor by the Bond Trustee;
- (iii) **Enforcement Proceedings:** a distress, attachment, execution or other legal process is levied, enforced or sued out on or against the whole or a material part of the property, assets or revenues of the Covered Bond Guarantor and is not discharged or stayed within 30 days (unless the same is being contested in good faith);
- (iv) **Insolvency:** the Covered Bond Guarantor is (or is deemed by law or a court of competent jurisdiction to be) insolvent or bankrupt or unable to pay its debts as they fall due, stops, suspends or threatens to stop or suspend payment of all or a material part of its debts or makes a general assignment or an arrangement or composition with or for the benefit of all its creditors or a moratorium is agreed or declared in respect of all or a material part of the debts of the Covered Bond Guarantor;
- (v) **Winding-up:** a judicial manager is appointed in relation to the Covered Bond Guarantor, an order is made or an effective resolution passed for the winding-up or dissolution or judicial management of the Covered Bond Guarantor, or the Covered Bond Guarantor shall apply or petition for a winding-up or judicial management order in respect of itself or ceases or

threatens, through an official action of its board of directors, to cease to carry on all or substantially all of its business or operations, in each case except for the purpose of and followed by a reconstruction, amalgamation, reorganisation, merger or consolidation on terms previously approved by an Extraordinary Resolution (as defined in the Trust Deed);

- (vi) **Amortisation Test:** a failure to satisfy the Amortisation Test (as set out in the Establishment Deed) on any Test Date following the service of a Notice to Pay; or
- (vii) **Covered Bond Guarantee:** the Covered Bond Guarantee is not, or is claimed by the Covered Bond Guarantor not to be, in full force and effect.

Following the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, the Bond Trustee may or if so requested by holders of at least one quarter in nominal amount of the Covered Bonds then outstanding or if so directed by an Extraordinary Resolution of all the Covered Bondholders shall and the Security Trustee may or if so directed by the Bond Trustee shall take such proceedings or steps in accordance with Condition 11 and the Covered Bondholders shall have a claim against the Covered Bond Guarantor, under the Covered Bond Guarantee, for an amount equal to the Early Redemption Amount together (if applicable) with accrued interest and any other amount due under the Covered Bonds (other than Additional Amounts payable under Condition 7) as provided in the Trust Deed in respect of the Covered Bonds.

10 Meetings of Covered Bondholders, Modification, Waiver and Substitution

- (a) **Meetings of Covered Bondholders:** The Trust Deed contains provisions for convening meetings of Covered Bondholders to consider any matter affecting their interests, including the sanctioning by Extraordinary Resolution (as defined in the Trust Deed) of a modification of any of these Conditions or any provision of the Trust Deed. Such a meeting may be convened by Covered Bondholders holding not less than 10% in nominal amount of the Covered Bonds of any Series for the time being outstanding. The quorum for any meeting convened to consider an Extraordinary Resolution shall be one or more persons holding or representing a clear majority in nominal amount of the Covered Bonds for the time being outstanding, or at any adjourned meeting one or more persons being or representing Covered Bondholders whatever the nominal amount of the Covered Bonds held or represented, unless the business of such meeting includes consideration of proposals, *inter alia*:
 - (i) to amend the dates of maturity or redemption of the Covered Bonds, any Instalment Date or any date for payment of interest or Interest Amounts on the Covered Bonds;
 - (ii) to reduce or cancel the nominal amount of, or any Instalment Amount of, or any premium payable on redemption of, the Covered Bonds;
 - (iii) to reduce the rate or rates of interest in respect of the Covered Bonds or to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Covered Bonds (except as a result of any modification contemplated in Condition 4(j));
 - (iv) if a Minimum and/or a Maximum Rate of Interest, Instalment Amount or Redemption Amount is shown hereon, to reduce any such Minimum and/or Maximum;
 - (v) to vary any method of, or basis for, calculating the Final Redemption Amount, the Early Redemption Amount or the Optional Redemption Amount, including the method of calculating the Amortised Face Amount;
 - (vi) to vary the currency or currencies of payment or denomination of the Covered Bonds;

- (vii) to take any steps that as specified hereon may only be taken following approval by an Extraordinary Resolution to which the special quorum provisions apply;
- (viii) to amend the Covered Bond Guarantee or the Deeds of Charge (except in a manner determined by the Bond Trustee not to be materially prejudicial to the interests of the Covered Bondholders);
- (ix) to sanction the exchange or substitution for the Covered Bonds of, or the conversion of the Covered Bonds into, shares, bonds or other obligations or securities of the Issuer, the Covered Bond Guarantor or any other entity; or
- (x) to modify the provisions concerning the quorum required at any meeting of Covered Bondholders or the majority required to pass the Extraordinary Resolution,

(each a “**Series Reserved Matter**”), in which case the necessary quorum shall be one or more persons holding or representing not less than two-thirds, or at any adjourned meeting not less than one-third, in nominal amount of the Covered Bonds of any Series for the time being outstanding. Any Extraordinary Resolution duly passed shall be binding on Covered Bondholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders and Receipholders.

The Trust Deed provides that a resolution in writing signed by or on behalf of the holders of not less than 90% in nominal amount of the Covered Bonds outstanding shall for all purposes be as valid and effective as an Extraordinary Resolution passed at a meeting of Covered Bondholders duly convened and held. Such a resolution in writing may be contained in one document or several documents in the same form, each signed by or on behalf of one or more Covered Bondholders.

Notwithstanding the provisions of the immediately preceding paragraph, any Extraordinary Resolution to direct the Bond Trustee to accelerate the Covered Bonds pursuant to Condition 9 or to direct the Bond Trustee or the Security Trustee to take any enforcement action (each a “**Programme Resolution**”) shall only be capable of being passed at a single meeting of the Covered Bondholders of all Series then outstanding. Any such meeting to consider a Programme Resolution may be convened by the Issuer, the Covered Bond Guarantor, the Bond Trustee or by the Covered Bondholders of any Series. The quorum at any such meeting for passing a Programme Resolution is one or more persons holding or representing a clear majority in nominal amount of the Covered Bonds for the time being outstanding or at any adjourned meeting one or more persons being or representing Covered Bondholders whatever the nominal amount of the Covered Bonds of any Series held or represented. Any Programme Resolution duly passed shall be binding on Covered Bondholders (whether or not they were present at the meeting at which such resolution was passed) and on all Couponholders and Receipholders.

The Trust Deed provides that, for the purposes of determining the votes a Covered Bondholder is entitled to cast, each Covered Bondholder shall have one vote in respect of each SGD 1.00 in nominal amount of Covered Bonds held (converted into Singapore dollars, if such Covered Bonds are not denominated in Singapore dollars, at the relevant Covered Bond Swap Rate).

The consent or approval of the Covered Bondholders shall not be required in the case of amendments to the Conditions pursuant to Condition 4(j) to vary the method or basis of calculating the rate or rates or amount of interest or the basis for calculating any Interest Amount in respect of the Covered Bonds or for any other variation of these Conditions and/or the Agency Agreement required to be made in the circumstances described in Condition 4(j), where the requirements of Condition 4(j) have been satisfied (including the provision of a certificate to the Bond Trustee and the Security Trustee, where applicable).

These Conditions may be amended, modified or varied in relation to any Series of Covered Bonds by the terms of the applicable Pricing Supplement in relation to such Series.

- (b) **Modification of the Trust Deed and the Transaction Documents:** The Bond Trustee (and the Security Trustee) may agree, without the consent of the Covered Bondholders, Receiptholders or Couponholders and without the consent of the other Secured Creditors, to:
- (i) any modification (other than in relation to a Series Reserved Matter) of any of the provisions of the Trust Deed, the Conditions or any Transaction Document which is, in its opinion, of a formal, minor or technical nature or is made to correct a manifest error or to comply with any mandatory provisions of law or as required by CDP and/or the CMU and/or Euroclear and/or Clearstream or regulation or any requirement of any governmental authority which applies to the Covered Bond Guarantor, the Issuer or any Transaction Document or the transactions under them; and
 - (ii) any other modification of any of the provisions of the Trust Deed, the Conditions or any Transaction Document that is in the opinion of the Bond Trustee not materially prejudicial to the interests of the Covered Bondholders.

Any such modification shall be binding on the Covered Bondholders, Receiptholders and the Couponholders and, if the Bond Trustee so requires, shall be notified to the Covered Bondholders as soon as practicable.

Further, in respect of a Transaction Document to which the Bond Trustee or the Security Trustee is a party, the Bond Trustee or the Security Trustee (as the case may be) shall agree, without the consent of the Covered Bondholders, Receiptholders or Couponholders to any amendment to such Transaction Document for the purpose of making any amendment (including, without limitation, adding, changing or removing parties and correcting or rectifying any ambiguity, defective provisions, errors, omissions or inconsistencies) to the Transaction Document *provided that*, following the first Issue Date, the Cash Manager has delivered a Rating Agency Confirmation to the Covered Bond Guarantor, the Security Trustee and the Bond Trustee in respect of such amendment and the Cash Manager has confirmed in writing to the Security Trustee and the Bond Trustee (as the case may be) and to the Covered Bond Guarantor that in its opinion such amendment will not have an adverse effect on the amount and timing of any payment to the Covered Bondholders. Any such amendment shall be binding on all Covered Bondholders, Receiptholders and all Couponholders and, if the Bond Trustee or Security Trustee, as applicable, so requires, shall be notified to the Covered Bondholders as soon as practicable. The Security Trustee or the Bond Trustee (as the case may be) may in its discretion (but shall not be obliged to) rely on the Rating Agency Confirmation delivered to them.

- (c) **Modification to Pricing Supplements:** Notwithstanding Condition 10(b) above, the Issuer and the Covered Bond Guarantor may agree, without the consent of the Bond Trustee, the Security Trustee, the Covered Bondholders, Receiptholders or Couponholders or any of the other Secured Creditors, to any consequential modification of any of the provisions of any Pricing Supplements as may be required in order to give effect to, where applicable, Conditions 4(j)(i), 4(j)(ii) or 4(j)(iii), as the case may be.
- (d) **Waiver:** The Bond Trustee may also agree (but is not obliged to do so), without the consent of the Covered Bondholders, Receiptholders or Couponholders, to the waiver or authorisation of any breach or proposed breach of any of the provisions of the Covered Bonds of any Series, or determine that any Issuer Event of Default or Covered Bond Guarantor Event of Default or Potential Issuer Event of Default or Potential Covered Bond Guarantor Event of Default shall not be treated as such, *provided that*, in any such case, it is not, in the opinion of the Bond Trustee, materially prejudicial to the interests of the Covered Bondholders of any Series. Save as otherwise provided

in the Deeds of Charge, the Security Trustee shall agree to the waiver or authorisation of any breach or proposed breach of any of the provisions of any Transaction Document only if so directed by:

- (i) the Bond Trustee, so long as there are any Covered Bonds outstanding; or
- (ii) all of the other Secured Creditors, if there are no Covered Bonds outstanding.

Any such authorisation or waiver shall be binding on the Covered Bondholders, Receiptholders and the Couponholders and, if the Bond Trustee so requires, such waiver or authorisation shall be notified to the Covered Bondholders as soon as practicable.

- (e) **Entitlement of the Bond Trustee and the Security Trustee:** In connection with the exercise of its functions (including, but not limited to, those referred to in this Condition) the Bond Trustee and the Security Trustee shall have regard to the interests of the Covered Bondholders, Receiptholders or Couponholders of each Series as a class and shall not have regard to the consequences of such exercise for individual Covered Bondholders, Receiptholders or Couponholders and the Bond Trustee and the Security Trustee shall not be entitled to require, nor shall any Covered Bondholder, Receiptholders or Couponholder be entitled to claim, from the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee or any other person any indemnification or payment in respect of any tax consequence of any such exercise upon individual Covered Bondholders, Receiptholders or Couponholders.
- (f) **Substitution:** The Trust Deed contains provisions permitting the Bond Trustee to agree, subject to such amendment of the Trust Deed and such other conditions as the Bond Trustee may require, but without the consent of the Covered Bondholders or the Couponholders, to the substitution of the Issuer's successor in business or any Subsidiary of the Issuer or its successor in business in place of the Issuer, or of any previous substituted company, as principal debtor under the Trust Deed and the Covered Bonds.
- (g) For the purpose of this Condition 10:
 - (i) **Potential Covered Bond Guarantor Event of Default** means an event or circumstance that could with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement provided for in Condition 9(b) become a Covered Bond Guarantor Event of Default; and
 - (ii) **Potential Issuer Event of Default** means an event or circumstance which could with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement provided for in Condition 9(a) become an Issuer Event of Default.

11 Enforcement in respect of Covered Bonds

- (a) In the case of Covered Bonds, at any time after the Covered Bonds become due and payable, the Bond Trustee may, at its discretion and without further notice, institute such proceedings against the Issuer and/or the Covered Bond Guarantor as it may think fit to enforce the terms of the Trust Deed, the Covered Bonds, the Receipts and the Coupons, but it need not take any such proceedings unless:
 - (i) it shall have been so directed by an Extraordinary Resolution or so requested in writing by Covered Bondholders holding at least one-quarter in nominal amount of the Covered Bonds then outstanding; and
 - (ii) it shall have been indemnified and/or secured and/or pre-funded to its satisfaction in its sole discretion.
 - (iii) In exercising any of its powers, trusts, authorities and discretions under this Condition 11 in respect of any Series, the Bond Trustee shall only have regard to the interests of the holders

of the Covered Bonds of such Series as a Class and shall not have regard to the interests of any other Secured Creditors.

- (iv) The Bond Trustee may at any time, at its discretion and without further notice, direct the Security Trustee to take such steps or proceedings against the Covered Bond Guarantor and/or any other person as it may think fit to enforce the provisions of the Deeds of Charge or any other Transaction Document and may, at any time after the Security has become enforceable, direct the Security Trustee to take such steps as it may think fit to enforce the Security, but it shall not be bound to give any such direction and the Security Trustee shall not be bound to take any such steps or proceedings unless:
- (v) the Bond Trustee shall have been so directed by an Extraordinary Resolution or so requested in writing by Covered Bondholders holding at least one-quarter in nominal amount of the Covered Bonds of all Series then outstanding; and
- (vi) each of the Bond Trustee and the Security Trustee shall have been indemnified and/or secured and/or pre-funded to its satisfaction in its sole discretion.
- (vii) In exercising any of its powers, trusts, authorities and discretions under this Condition 11 in respect of any Series, each of the Bond Trustee and the Security Trustee shall only have regard to the interests of the holders of the Covered Bonds of such Series as a Class and shall not have regard to the interests of any other Secured Creditors.
- (viii) No Covered Bondholder, Receiptholder or Couponholder in respect of Covered Bonds may proceed directly against the Issuer or the Covered Bond Guarantor unless the Bond Trustee or the Security Trustee (as the case may be) having become bound so to proceed (in accordance with the terms of the Trust Deed and the Conditions), fails to do so within a reasonable time and such failure is continuing, in which case such Covered Bondholder, Receiptholder or Couponholder shall have only such rights against the Issuer or the Covered Bond Guarantor as those which the Bond Trustee or the Security Trustee (as the case may be) is entitled to exercise.

12 Indemnification of the Bond Trustee and the Security Trustee

The Trust Deed and the Deeds of Charge contain provisions for the indemnification of each of the Bond Trustee and the Security Trustee, respectively, and for their relief from responsibility. Each of the Bond Trustee and the Security Trustee is entitled to enter into business transactions with the Issuer and any entity related to the Issuer or the Covered Bond Guarantor without accounting for any profit.

Each of the Bond Trustee and the Security Trustee may accept and rely without liability to Covered Bondholders, Receiptholders or Couponholders on a report, confirmation or certificate or any advice of any accountants, financial advisers, financial institution or any other expert, whether or not addressed to it and whether their liability in relation thereto is limited (by its terms or by any engagement letter relating thereto entered into by the Bond Trustee or the Security Trustee, respectively, or in any other manner) by reference to a monetary cap, methodology or otherwise. Each of the Bond Trustee and the Security Trustee may conclusively (without liability) accept and shall be entitled to rely on such report, confirmation, certificate or advice and such report, confirmation, certificate or advice shall be binding on the Issuer, the Bond Trustee, the Security Trustee, the Covered Bondholders, Receiptholders and the Couponholders.

13 Replacement of Covered Bonds, Certificates, Receipts, Coupons and Talons

If a Covered Bond, Certificate, Receipt, Coupon or Talon is lost, stolen, mutilated, defaced or destroyed, it may be replaced, subject to applicable laws, regulations and stock exchange or other relevant authority regulations, at the specified office of the Issuing and Paying Agent (in the case of Bearer Covered Bonds, Receipts, Coupons or Talons) and of the Registrar (in the case of Certificates) or such other Paying Agent

or Transfer Agent, as the case may be, as may from time to time be designated by the Issuer for the purpose and notice of whose designation is given to Covered Bondholders, in each case on payment by the claimant of the fees and costs incurred in connection therewith and on such terms as to evidence, security and indemnity (which may provide, *inter alia*, that if the allegedly lost, stolen or destroyed Covered Bond, Certificate, Receipt, Coupon or Talon is subsequently presented for payment or, as the case may be, for exchange for further Coupons, there shall be paid to the Issuer on demand the amount payable by the Issuer in respect of such Covered Bonds, Certificates, Receipts, Coupons or further Coupons) or Talons and otherwise as the Issuer and/or Agent may require in their sole discretion. Mutilated or defaced Covered Bonds, Certificates, Receipts, Coupons or Talons must be surrendered before replacements will be issued.

14 Further Issues

The Issuer may from time to time without the consent of the Covered Bondholders, Couponholders or Receiptholders create and issue further securities either having the same terms and conditions as the Covered Bonds in all respects (or in all respects except for the first payment of interest on them) and so that such further issue shall be consolidated and form a single series with the outstanding securities of any series (including the Covered Bonds) or upon such terms as the Issuer may determine at the time of their issue. References in these Conditions to the Covered Bonds include (unless the context requires otherwise) any other securities issued pursuant to this Condition 14 and forming a single series with the Covered Bonds. Any further securities forming a single series with the outstanding securities of any series (including the Covered Bonds) constituted by the Trust Deed or any deed supplemental to it shall, and any other securities may (with the consent of the Bond Trustee), be constituted by the Trust Deed. The Trust Deed contains provisions for convening a single meeting of the Covered Bondholders and the holders of securities of other series where the Bond Trustee so decides.

15 Notices

Notices to the holders of Registered Covered Bonds shall be mailed to them at their respective addresses in the Register and deemed to have been given on the fourth weekday (being a day other than a Saturday or a Sunday) after the date of mailing. Notices to the holders of Bearer Covered Bonds shall be valid if published in a daily newspaper of general circulation in Singapore (which is expected to be the Business Times) or, so long as Covered Bonds are listed on the SGX-ST, published on the website of the SGX-ST at <https://www.sgx.com>. If any such publication is not practicable, notice shall be validly given if published in another leading daily English language newspaper with general circulation in Singapore. Any such notice shall be deemed to have been given on the date of such publication or, if published more than once or on different dates, on the first date on which publication is made, as provided above.

Couponholders shall be deemed for all purposes to have notice of the contents of any notice given to the holders of Bearer Covered Bonds in accordance with this Condition 15.

So long as the Covered Bonds are represented by the Global Certificate and the Global Certificate is held on behalf of:

- (i) CDP, DTC, Euroclear or Clearstream or the Alternative Clearing System (as defined in the form of the Global Certificate), notices to Covered Bondholders shall be given by delivery of the relevant notice to CDP (subject to the agreement of CDP), DTC, Euroclear or Clearstream or the Alternative Clearing System, for communication by it to entitled accountholders in substitution for notification as required by the Conditions; or
- (ii) the CMU, notices to the holders of Covered Bonds of that Series may be given by delivery of the relevant notice to the persons shown in a CMU Instrument Position Report issued by the Hong Kong Monetary Authority on the business day preceding the date of despatch of such notice,

except that if the Covered Bonds are listed on the SGX-ST and the rules of the SGX-ST so require, notice will in any event be published as provided above.

16 Currency Indemnity

Any amount received or recovered in a currency other than the currency in which payment under the relevant Covered Bond, Coupon or Receipt is due (whether as a result of, or of the enforcement of, a judgment or order of a court of any jurisdiction, in the insolvency, winding-up or dissolution of the Issuer or otherwise) by any Covered Bondholder or Couponholder in respect of any sum expressed to be due to it from the Issuer shall only constitute a discharge to the Issuer to the extent of the amount in the currency of payment under the relevant Covered Bond, Coupon or Receipt that the recipient is able to purchase with the amount so received or recovered in that other currency on the date of that receipt or recovery (or, if it is not practicable to make that purchase on that date, on the first date on which it is practicable to do so). If the amount received or recovered is less than the amount expressed to be due to the recipient under any Covered Bond, Coupon or Receipt, the Issuer shall indemnify it against any loss sustained by it as a result. In any event, the Issuer shall indemnify the recipient against the cost of making any such purchase. For the purposes of this Condition, it shall be sufficient for the Covered Bondholder or Couponholder, as the case may be, to demonstrate that it would have suffered a loss had an actual purchase been made. These indemnities constitute a separate and independent obligation from the Issuer's other obligations, shall give rise to a separate and independent cause of action, shall apply irrespective of any indulgence granted by any Covered Bondholder or Couponholder and shall continue in full force and effect despite any other judgment, order, claim or proof for a liquidated amount in respect of any sum due under any Covered Bond, Coupon or Receipt or any other judgment or order.

17 Limited Recourse

(a) Limited Recourse:

- (i) **Enforcement of Security:** The Security Trustee and only the Security Trustee may enforce the Security over the Charged Property in accordance with, and subject to the terms of, the Deeds of Charge.
- (ii) **Insufficient Recoveries:** If, or to the extent that, after the Charged Property has been as fully as practicable realised and the proceeds thereof have been applied in accordance with the applicable Priority of Payments, the amounts recovered on realisation of the Charged Property are insufficient to pay or discharge amounts due from the Covered Bond Guarantor to the Secured Creditors in full for any reason, the Covered Bond Guarantor will have no liability to pay or otherwise make good any such insufficiency.

- (b) **Non-Petition:** No Secured Creditor may take any corporate action or other steps or legal proceedings for the winding-up, judicial management, dissolution, arrangement, reconstruction or reorganisation of the Covered Bond Guarantor or for the appointment of a liquidator, receiver (including receiver and manager), administrator, trustee, judicial manager or similar officer in respect of the Covered Bond Guarantor or over any or all of its assets or undertaking.

18 Contracts (Rights of Third Parties) Act

No person shall have any right to enforce any term or condition of the Covered Bonds under the Contracts (Rights of Third Parties) Act 1999 except and to the extent (if any) that the Covered Bonds expressly provide for such Act to apply to any of their terms.

19 Governing Law and Jurisdiction

- (a) **Governing Law:** The Trust Deed, the Covered Bonds, the Receipts, the Coupons and the Talons and any non-contractual obligations arising out of or in connection with them are governed by, and shall be construed in accordance with, English law, save that defined terms incorporated by

reference from the Master Definitions Agreement shall be governed by and construed in accordance with Singapore law.

- (b) **Jurisdiction:** The Courts of England are to have jurisdiction to settle any disputes that may arise out of or in connection with any Covered Bonds, Receipts, Coupons or Talons or the Covered Bond Guarantee and accordingly any legal action or proceedings arising out of or in connection with any Covered Bonds, Receipts, Coupons or Talons or the Covered Bond Guarantee (“**Proceedings**”) may be brought in such courts. The Issuer and the Covered Bond Guarantor irrevocably submits to the jurisdiction of the courts of England and waives any objection to Proceedings in such courts on the ground of venue or on the ground that the Proceedings have been brought in an inconvenient forum. This submission is made for the benefit of each of the holders of the Covered Bonds, Receipts, Coupons and Talons and shall not affect the right of any of them to take Proceedings in any other court of competent jurisdiction nor shall the taking of Proceedings in one or more jurisdictions preclude the taking of Proceedings in any other jurisdiction (whether concurrently or not).
- (c) **Service of Process:** Each of the Issuer and the Covered Bond Guarantor has in the Trust Deed agreed that the Issuer’s branch in England shall accept service of process on its behalf in respect of any Proceedings in England. If such branch ceases to be able to accept service of process in England, each of the Issuer and the Covered Bond Guarantor shall immediately appoint a new agent to accept such service of process in England.

20 Headings

Headings are for convenience only and do not affect the interpretation of these Conditions.

SUMMARY OF PROVISIONS RELATING TO THE COVERED BONDS WHILE IN GLOBAL FORM

Initial Issue of Covered Bonds

The Covered Bonds will be issued in series (each a “**Series**”) having one or more issue dates and on terms otherwise identical (or identical other than in respect of the first payment of interest and their issue price), the Covered Bonds of each Series being intended to be interchangeable with all other Covered Bonds of that Series. Each Series may be issued in tranches (each a “**Tranche**”) on the same or different issue dates. The specific terms of each Tranche (which will be supplemented, where necessary, with supplemental terms and conditions and, save in respect of the issue date, issue price, first payment of interest and nominal amount of the Tranche, will be identical to the terms of other Tranches of the same Series) will be set out in a Pricing Supplement to this Offering Circular.

Global Covered Bonds and Global Certificates may be delivered on or prior to the original issue date of the Tranche to a Common Depositary or CDP.

Upon the initial deposit of a Global Covered Bond with a Common Depositary, CDP or a sub-custodian for the HKMA as operator of the CMU or registration of Registered Covered Bonds in the name of any nominee for CDP, the HKMA, Euroclear and Clearstream and delivery of the relative Global Certificate to the Common Depositary, CDP or the CMU (as the case may be) will credit each subscriber with a nominal amount of Covered Bonds equal to the nominal amount thereof for which it has subscribed and paid. Upon the initial deposit of a Global Certificate in respect of, and registration of, Registered Covered Bonds in the name of a nominee for DTC and delivery of the relevant Global Certificate to the Custodian for DTC, DTC will credit each participant with a nominal amount of Covered Bonds equal to the nominal amount thereof for which it has subscribed and paid.

Covered Bonds that are initially deposited with the Common Depositary may also be credited to the accounts of subscribers with (if indicated in the applicable Pricing Supplement) other clearing systems through direct or indirect accounts with CDP and/or the CMU and/or Euroclear and Clearstream held by such other clearing systems. Conversely, Covered Bonds that are initially deposited with any other clearing system may similarly be credited to the accounts of subscribers with CDP, the CMU, Euroclear, Clearstream or other clearing systems.

While any Covered Bond is represented by a Temporary Global Covered Bond, payments of principal, interest (if any) and any other amount payable in respect of the Covered Bonds due prior to the Exchange Date will be made against presentation of the Temporary Global Covered Bond only to the extent that certification (in a form to be provided) to the effect that the beneficial owners of interests in such Covered Bond are not U.S. persons or persons who have purchased for resale to any U.S. person, as required by U.S. Treasury regulations, has been received by CDP and/or the CMU Lodging and Paying Agent and/or Euroclear and/or Clearstream and (in the case of a Temporary Global Covered Bond delivered to a Common Depositary for Euroclear and/or Clearstream) Euroclear and/or Clearstream, as applicable, has given a like certification (based on the certifications it has received) to the Agent or (in the case of Covered Bonds cleared through CDP) CDP has given a like certificate (based on the certification it has received) to the CDP Paying Agent.

Relationship of Accountholders with Clearing Systems

Each of the persons shown in the records of CDP, DTC, Euroclear, Clearstream or any other permitted clearing system (“**Alternative Clearing System**”) as the holder of a Covered Bond represented by a Global Covered Bond or a Global Certificate must look solely to CDP, DTC, Euroclear, Clearstream or any such Alternative Clearing System (as the case may be) for his share of each payment made by the Issuer to the

bearer of such Global Covered Bond or the holder of the underlying Registered Covered Bonds, as the case may be, and in relation to all other rights arising under the Global Covered Bonds or Global Certificates, subject to and in accordance with the respective rules and procedures of DTC, Euroclear, Clearstream or such Alternative Clearing System (as the case may be). Such persons shall have no claim directly against the Issuer in respect of payments due on the Covered Bonds for so long as the Covered Bonds are represented by such Global Covered Bond or Global Certificate and such obligations of the Issuer will be discharged by payment to the bearer of such Global Covered Bond or the holder of the underlying Registered Covered Bonds, as the case may be, in respect of each amount so paid.

If a Global Covered Bond or Global Certificate is lodged with a sub-custodian for or registered with the CMU, the person(s) for whose account(s) interests in such Global Covered Bond or Global Certificate are credited as being held in the CMU in accordance with the CMU Rules shall be the only person(s) entitled (or, in the case of Registered Covered Bonds, directed or deemed by the CMU as entitled) to receive payments in respect of Covered Bonds represented by such Global Covered Bond or Global Certificate and the Issuer will be discharged by payment to, or to the order of, such person(s) for whose account(s) interests in such Global Covered Bond (or Global Certificate) are credited as being held in the CMU in respect of each amount so paid. Each of the persons shown in the records of the CMU as the beneficial holder of a particular nominal amount of Covered Bonds represented by such Global Covered Bond or Global Certificate must look solely to the CMU Lodging and Paying Agent for his share of each payment so made by the Issuer in respect of such Global Covered Bond or Global Certificate.

Exchange

1 Temporary Global Covered Bonds

Each Temporary Global Covered Bond will be exchangeable, free of charge to the holder, on or after its Exchange Date:

- (a) if the applicable Pricing Supplement indicates that such Global Covered Bond is issued in compliance with TEFRA C or in a transaction to which TEFRA is not applicable (as to which, see “*Summary of the Programme — Selling Restrictions*”), in whole, but not in part, for the Definitive Covered Bonds defined and described below; and
- (b) otherwise, in whole or in part, upon certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement for interests in a Permanent Global Covered Bond or, if so provided in the applicable Pricing Supplement, for Definitive Covered Bonds.

The CMU may require that any such exchange for a Permanent Global Covered Bond is made in whole and not in part and, in such event, no such exchange will be effected until all relevant account holders (as set out in a CMU Instrument Position Report (as defined in the rules of the CMU) or any other relevant notification supplied to the CMU Lodging and Paying Agent by the CMU) have so certified.

2 Permanent Global Covered Bonds

Each Permanent Global Covered Bond will be exchangeable, free of charge to the holder, on or after its Exchange Date in whole but not, except as provided under “*Partial Exchange of Permanent Global Covered Bonds*” of paragraph 3 below, in part for Definitive Covered Bonds:

- (a) if the Permanent Global Covered Bond is held on behalf of the CMU, Euroclear or Clearstream or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or
- (b) if the Permanent Global Covered Bond is held on behalf of CDP, (a) an Issuer Event of Default, enforcement event or analogous event entitling an accountholder or the Bond Trustee to declare

the Covered Bonds due and payable as provided in the Conditions has occurred and is continuing, (b) CDP is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise), (c) CDP announces an intention permanently to cease business and no Alternative Clearing System is available or (d) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Covered Bonds and to continue performing its duties as set out in the terms and conditions for the provision of depository services and no Alternative Clearing System is available; or

- (c) if principal in respect of any Covered Bonds is not paid when due, by the holder giving notice to the Issuing and Paying Agent (or, in the case of Covered Bonds lodged with the CMU, the CMU Lodging and Paying Agent) of its election for such exchange.

In the event that a Global Covered Bond is exchanged for Definitive Covered Bonds, such Definitive Covered Bonds shall be issued in Specified Denomination(s) only. A Covered Bondholder who holds a nominal amount of less than the minimum Specified Denomination will not receive a Definitive Covered Bond in respect of such holding and would need to purchase a nominal amount of Covered Bonds such that it holds an amount equal to one or more Specified Denominations.

Covered Bonds which are represented by a Global Covered Bond will only be transferable in accordance with the rules and procedures for the time being of CDP, the CMU, Euroclear or Clearstream.

3 Global Certificates

Unrestricted Global Certificates

If the Pricing Supplement states that the Covered Bonds are to be represented by an Unrestricted Global Certificate on issue, the following will apply in respect of transfers of Covered Bonds held in CDP, the CMU, DTC, Euroclear or Clearstream or an Alternative Clearing System. These provisions will not prevent the trading of interests in the Covered Bonds within a clearing system while they are held on behalf of such clearing system, but will limit the circumstances in which the Covered Bonds may be withdrawn from the relevant clearing system. Transfers of the holding of Covered Bonds represented by any Unrestricted Global Certificate pursuant to Condition 2(b) may be made:

- (a) in whole or in part, if the Unrestricted Global Certificate is held on behalf of the CMU, Euroclear or Clearstream or an Alternative Clearing System and any such clearing system is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or in fact does so; or
- (b) in whole or in part, if the Unrestricted Global Certificate is held on behalf of CDP, (i) an Issuer Event of Default, enforcement event or analogous event entitling an accountholder or the Bond Trustee to declare the Covered Bonds due and payable as provided in the Conditions has occurred and is continuing, (ii) CDP is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise), (iii) CDP announces an intention permanently to cease business and no Alternative Clearing System is available or (iv) CDP has notified the Issuer that it is unable or unwilling to act as depository for the Covered Bonds and to continue performing its duties as set out in the terms and conditions for the provision of depository services and no Alternative Clearing System is available; or
- (c) in whole but not in part, if such Covered Bonds are held on behalf of a Custodian for DTC and if DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depository with respect to that Unrestricted Global Certificate or DTC ceases to be a “clearing agency” registered under the Exchange Act or is at any time no longer eligible to act as such, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC; or

- (d) in whole or in part, with the consent of the Issuer,

provided that, in the case of the first transfer of part of a holding pursuant to paragraph (a) above, the registered holder of the Covered Bonds (the “**Registered Holder**”) has given the Registrar not less than 30 days’ notice at its specified office of the Registered Holder’s intention to effect such transfer.

Restricted Global Certificates

If the Pricing Supplement states that the Restricted Covered Bonds are to be represented by a Restricted Global Certificate on issue, the following will apply in respect of transfers of Covered Bonds held in DTC. These provisions will not prevent the trading of interests in the Covered Bonds within a clearing system whilst they are held on behalf of DTC, but will limit the circumstances in which the Covered Bonds may be withdrawn from DTC. Transfers of the holding of Covered Bonds represented by that Restricted Global Certificate pursuant to Condition 2(b) may only be made:

- (a) in whole but not in part, if such Covered Bonds are held on behalf of a Custodian for DTC and if DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depository with respect to that Restricted Global Certificate or DTC ceases to be a “clearing agency” registered under the Exchange Act or is at any time no longer eligible to act as such, and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC; or
- (b) in whole or in part, with the Issuer’s consent,

provided that, in the case of any transfer pursuant to (a) above, the relevant Registered Holder has given the relevant Registrar not less than 30 days’ notice at its specified office of the Registered Holder’s intention to effect such transfer. Individual Certificates issued in exchange for a beneficial interest in a Restricted Global Certificate shall bear the legend applicable to such Covered Bonds as set out in “*Transfer Restrictions*”.

Partial Exchange of Permanent Global Covered Bonds

For so long as a Permanent Global Covered Bond is held on behalf of a clearing system and the rules of that clearing system permit, such Permanent Global Covered Bond will be exchangeable in part on one or more occasions for Definitive Covered Bonds if so provided in, and in accordance with, the Conditions (which will be set out in the applicable Pricing Supplement) relating to Partly-paid Covered Bonds.

4 Delivery of Covered Bonds

On or after any due date for exchange, the holder of a Global Covered Bond may surrender such Global Covered Bond or, in the case of a partial exchange, present it for endorsement to or to the order of the Issuing and Paying Agent (or, in the case of Covered Bonds lodged with the CMU, the CMU Lodging and Paying Agent). In exchange for any Global Covered Bond, or the part thereof to be exchanged, the Issuer will:

- (a) in the case of a Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond, deliver, or procure the delivery of, a Permanent Global Covered Bond in an aggregate nominal amount equal to that of the whole or that part of a Temporary Global Covered Bond that is being exchanged or, in the case of a subsequent exchange, endorse, or procure the endorsement of, a Permanent Global Covered Bond to reflect such exchange; or
- (b) in the case of a Global Covered Bond exchangeable for Definitive Covered Bonds, deliver, or procure the delivery of, an equal aggregate nominal amount of duly executed and authenticated Definitive Covered Bonds. Global Covered Bonds and Definitive Covered Bonds will be delivered outside the United States and its possessions. In this Offering Circular, “**Definitive Covered Bonds**” means, in relation to any Global Covered Bond, the definitive Bearer Covered Bonds for which such

Global Covered Bond may be exchanged (if appropriate, having attached to them all Coupons and Receipts in respect of interest or Instalment Amounts that have not already been paid on the Global Covered Bond and, if applicable, a Talon). Definitive Covered Bonds will be security printed in accordance with any applicable legal and stock exchange requirements in or substantially in the form set out in the Schedules to the Trust Deed. On exchange in full of each Permanent Global Covered Bond, the Issuer will, if the holder so requests, procure that it is cancelled and returned to the holder together with the relevant Definitive Covered Bonds.

5 Exchange Date

“**Exchange Date**” means, in relation to a Temporary Global Covered Bond, the day falling after the expiry of 40 days after its issue date and, in relation to a Permanent Global Covered Bond, a day falling not less than 60 days after that on which the notice requiring exchange is given and on which banks are open for business in the city in which the specified office of the Issuing and Paying Agent is located and in the city in which the relevant clearing system is located.

Amendment to Conditions

The Global Covered Bonds and Global Certificates contain provisions that apply to the Covered Bonds that they represent, some of which modify the effect of the terms and conditions of the Covered Bonds set out in this Offering Circular. The following is a summary of certain of those provisions:

(a) Payments

Except in the case of Definitive Covered Bonds where an applicable Fixed Coupon Amount or Broken Amount is specified in the applicable Pricing Supplement, interest shall be calculated in respect of any period by applying the Rate of Interest to:

- (i) in the case of Fixed Rate Covered Bonds which are represented by a Global Covered Bond, the aggregate outstanding nominal amount of the Fixed Rate Covered Bonds represented by such Global Covered Bond (or, if a Covered Bond is specified as being partly paid, the aggregate amount paid up); or
- (ii) in the case of Fixed Rate Covered Bonds in definitive form, the Calculation Amount;

and, in each case, multiplying such sum by the applicable Day Count Fraction.

No payment falling due after the Exchange Date will be made on any Global Covered Bond unless exchange for an interest in a Permanent Global Covered Bond or for Definitive Covered Bonds is improperly withheld or refused. Payments on any Temporary Global Covered Bond issued in compliance with TEFRA D before the Exchange Date will only be made against presentation of certification as to non-U.S. beneficial ownership in the form set out in the Agency Agreement. All payments in respect of Covered Bonds represented by a Global Covered Bond (except with respect to a Global Covered Bond held through the CMU) will be made against presentation for endorsement and, if no further payment falls to be made in respect of the Covered Bonds, surrender of that Global Covered Bond to or to the order of the Issuing and Paying Agent or such other Paying Agent as shall have been notified to the Covered Bondholders for such purpose. A record of each payment so made will be endorsed on each Global Covered Bond, which endorsement will be *prima facie* evidence that such payment has been made in respect of the Covered Bonds. For the purpose of any payments made in respect of a Global Covered Bond, the relevant place of presentation shall be disregarded in the definition of “business day” set out in Condition 6(j).

All payments made in respect of Covered Bonds represented by a Global Certificate held on behalf of Euroclear or Clearstream will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the record date which shall be on the Clearing System

Business Day immediately prior to the date for payment, where “**Clearing System Business Day**” means Monday to Friday inclusive except 25 December and 1 January.

All payments made in respect of Covered Bonds represented by a Global Certificate held by CDP will be made to, or to the order of, the person whose name is entered on the Register at the close of business on the fifth business day prior to the date of payment.

In respect of a Global Covered Bond or Global Certificate representing Covered Bonds held through the CMU, any payments of principal, interest (if any) or any other amounts shall be made to the person(s) for whose account(s) interests in the relevant Global Covered Bond or Global Certificate are credited (as set out in the records of the CMU) at the close of business on the Clearing System Business Day immediately prior to the date for payment and, save in the case of final payment, no presentation of the relevant bearer Global Covered Bond or Global Certificate shall be required for such purpose.

(b) **Prescription**

Claims against the Issuer in respect of Covered Bonds that are represented by a Permanent Global Covered Bond will become void unless it is presented for payment within a period of 10 years (in the case of principal) and five years (in the case of interest) from the appropriate Relevant Date (as defined in Condition 7).

(c) **Meetings**

The holder of a Permanent Global Covered Bond or of the Covered Bonds represented by a Global Certificate shall (unless such Permanent Global Covered Bond or Global Certificate represents only one Covered Bond) be treated as being two persons for the purposes of any quorum requirements of a meeting of Covered Bondholders and, at any such meeting, the holder of a Permanent Global Covered Bond shall be treated as having one vote in respect of each SGD 1.00 in nominal amount of Covered Bonds held, converted into Singapore dollars, if such Covered Bonds are not denominated in Singapore dollars, at the relevant Covered Bond Swap Rate. (All holders of Registered Covered Bonds are entitled to one vote in respect of each SGD 1.00 in nominal amount of Covered Bonds held, converted into Singapore dollars, if such Covered Bonds are not denominated in Singapore dollars, at the relevant Covered Bond Swap Rate, whether or not represented by a Global Certificate.)

(d) **Cancellation**

Cancellation of any Covered Bond represented by a Permanent Global Covered Bond that is required by the Conditions to be cancelled (other than upon its redemption) will be effected by reduction in the nominal amount of the relevant Permanent Global Covered Bond.

(e) **Purchase**

Covered Bonds represented by a Permanent Global Covered Bond may, at any time, only be purchased by the Issuer or any of its subsidiaries if they are purchased together with the rights to receive all future payments of interest and Instalment Amounts (if any) thereon.

(f) **Issuer's Option**

Any option of the Issuer provided for in the Conditions of any Covered Bonds while such Covered Bonds are represented by a Permanent Global Covered Bond shall be exercised by the Issuer giving notice to the Covered Bondholders within the time limits set out in and containing the information required by the Conditions, except that the notice shall not be required to contain the serial numbers of Bearer Covered Bonds drawn, or in the case of Registered Covered Bonds, shall not be required to specify the nominal amount of Registered Covered Bonds drawn and the holder(s)

of such Registered Covered Bond, in the case of a partial exercise of an option and accordingly no drawing of Covered Bonds shall be required. In the event that any option of the Issuer is exercised in respect of some but not all of the Covered Bonds of any Series, the rights of accountholders with a clearing system in respect of the Covered Bonds will be governed by the standard procedures of CDP, the CMU, DTC, Euroclear and/or Clearstream (to be reflected in the records of Euroclear and Clearstream as either a pool factor or a reduction in nominal amount, at their discretion) or any other clearing system (as the case may be).

(g) **Covered Bondholders' Options**

Any option of the Covered Bondholders provided for in the Conditions of any Covered Bonds while such Covered Bonds are represented by a Permanent Global Covered Bond or a Global Certificate may be exercised by the holder of the Permanent Global Covered Bond or Global Certificate giving notice to the Issuing and Paying Agent (or, in the case of Covered Bonds lodged with the CMU, the CMU Lodging and Paying Agent and, in the case of Covered Bonds cleared through CDP, the CDP Paying Agent) within the time limits relating to the deposit of Covered Bonds with a Paying Agent set out in the Conditions substantially in the form of the notice available from any Paying Agent, except that the notice shall not be required to contain the serial numbers of the Bearer Covered Bonds, or, in the case of Registered Covered Bonds, shall not be required to specify the nominal amount of Registered Covered Bonds and the holder(s) of such Registered Covered Bonds, in respect of which the option has been exercised, and stating the nominal amount of Covered Bonds in respect of which the option is exercised and at the same time presenting the Permanent Global Covered Bond or a Global Certificate to the Issuing and Paying Agent, or, in the case of Covered Bonds lodged with the CMU, the CMU Lodging and Paying Agent and, in the case of Covered Bonds cleared through CDP, the CDP Paying Agent or to a Paying Agent acting on behalf of the Issuing and Paying Agent, for notation.

(h) **Bond Trustee's Powers**

In considering the interests of Covered Bondholders while any Global Covered Bond is held on behalf of, or Registered Covered Bonds are registered in the name of any nominee for, a clearing system, the Bond Trustee may have regard to any information provided to it by such clearing system or its operator as to the identity (either individually or by category) of its accountholders with entitlements to such Global Covered Bond or Global Certificate and may consider such interests as if such accountholders were the holders of the Covered Bonds represented by such Global Covered Bond or Global Certificate.

(i) **Direct Rights in respect of Covered Bonds cleared through CDP**

If any Issuer Event of Default has occurred and is continuing, the Bond Trustee may state in a notice given to the Issuing and Paying Agent and the Issuer (the "**default notice**") the nominal amount of Covered Bonds (which may be less than the outstanding nominal amount of the Global Covered Bond or Global Certificate) which is being declared due and payable. Following the giving of the default notice, the holder of the Covered Bonds represented by the Global Covered Bond or Global Certificate, as the case may be, cleared through CDP may (subject as provided below) elect that direct rights ("**Direct Rights**") under the provisions of the deeds of covenant executed as a deed by DBS Bank on 16 June 2015 (the "**CDP Deed of Covenant**") shall come into effect in respect of a nominal amount of Covered Bonds up to the aggregate nominal amount in respect of which such default notice has been given. Such election shall be made by notice to the Issuing and Paying Agent and the Registrar in the case of the Global Certificate and presentation of the Global Covered Bond or Global Certificate, as the case may be, to or to the order of the Issuing and Paying Agent for reduction of the nominal amount of Covered Bonds represented by the Global Covered Bond or Global Certificate, as the case may be, by such amount as may be stated in such notice and by

endorsement of the appropriate Schedule hereto of the nominal amount of Covered Bonds in respect of which Direct Rights have arisen under the CDP Deed of Covenant. Upon each such notice being given, the Global Covered Bond or Global Certificate, as the case may be, shall become void to the extent of the nominal amount stated in such notice, save to the extent that the appropriate Direct Rights shall fail to take effect.

No such election may however be made on or before the Exchange Date or the date of transfer in respect of a Global Certificate unless the holder elects in such notice that the exchange for such Covered Bonds shall no longer take place.

(j) **Notices**

So long as any Covered Bonds are represented by a Global Covered Bond or Global Certificate and such Global Covered Bond or Global Certificate is held on behalf of a clearing system, notices to the holders of Covered Bonds of that Series may be given by delivery of the relevant notice to that clearing system (subject, in the case of the Global Covered Bond or Global Certificate held by CDP, to the agreement of CDP, and except for the Global Covered Bond held by the CMU) for communication by it to entitled accountholders in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Covered Bond or Global Certificate except that if the Covered Bonds are listed on the SGX-ST, and the rules of the SGX-ST so require, notice will in any event be published in accordance with the Conditions.

So long as any Covered Bonds are represented by a Global Covered Bond or Global Certificate and such Global Covered Bond or Global Certificate is held on behalf of the CMU, notices to the holders of Covered Bonds of that Series may be given by delivery of the relevant notice to the CMU in substitution for publication as required by the Conditions or by delivery of the relevant notice to the holder of the Global Covered Bond or Global Certificate, and any such notice shall be deemed to have been given to the Covered Bondholders on the day on which such notice is delivered to the CMU.

(k) **Partly-paid Covered Bonds**

The provisions relating to Partly-paid Covered Bonds are not set out in this Offering Circular, but will be contained in the applicable Pricing Supplement and thereby in the Global Covered Bonds or Global Certificate. While any instalments of the subscription monies due from the holder of Partly-paid Covered Bonds are overdue, no interest in a Global Covered Bond representing such Covered Bonds may be exchanged for an interest in a Permanent Global Covered Bond or for Definitive Covered Bonds (as the case may be). If any Covered Bondholder fails to pay any instalment due on any Partly-paid Covered Bonds within the time specified, the Issuer may forfeit such Covered Bonds and shall have no further obligation to their holder in respect of them.

(l) **Electronic Consent and Written Resolution**

For so long as the Covered Bonds are in the form of a Global Covered Bond held on behalf of, or a Global Certificate registered in the name of any nominee for, one or more of Euroclear, Clearstream or another clearing system, then, in respect of any resolution proposed by the Issuer, the Covered Bond Guarantor or the Bond Trustee:

- (i) where the terms of the proposed resolution have been notified to the Covered Bondholders through the relevant clearing system(s), each of the Issuer, the Covered Bond Guarantor and the Bond Trustee shall be entitled to rely upon approval of such resolution proposed by the Issuer, the Covered Bond Guarantor or the Bond Trustee (as the case may be) given by way of electronic consents communicated through the electronic communications systems of the relevant clearing system(s) in accordance with their operating rules and procedures by or on behalf of the holders of not less than 90% in nominal amount of the Covered Bonds

outstanding (an “**Electronic Consent**” as defined in the Trust Deed). None of the Issuer, the Covered Bond Guarantor or the Bond Trustee shall be liable or responsible for such reliance; and

- (ii) where Electronic Consent is not being sought, for the purpose of determining whether a Written Resolution has been validly passed, the Issuer, the Covered Bond Guarantor and the Bond Trustee shall be entitled to rely on consent or instructions given in writing directly to the Issuer, the Covered Bond Guarantor and/or the Bond Trustee, as the case may be, by accountholders in the clearing system with entitlements to such Global Covered Bonds or Global Certificate or, where the accountholders hold any such entitlement on behalf of another person, on written consent from or written instruction by the person for whom such entitlement is ultimately beneficially held, whether such beneficiary holds directly with the accountholder or via one or more intermediaries and *provided that*, in each case, the Issuer, the Covered Bond Guarantor and the Bond Trustee have obtained commercially reasonable evidence to ascertain the validity of such holding and have taken reasonable steps to ensure that such holding does not alter following the giving of such consent or instruction and prior to the effecting of such amendment. Any resolution passed in such manner shall be binding on all Covered Bondholders and Couponholders, even if the relevant consent or instruction proves to be defective. As used in this paragraph, “**commercially reasonable evidence**” includes any certificate or other document issued by Euroclear, Clearstream or any other relevant clearing system, or issued by an accountholder of them or an intermediary in a holding chain, in relation to the holding of interests in the Covered Bonds. Any such certificate or other document shall, in the absence of manifest error, be conclusive and binding for all purposes. Any such certificate or other document may comprise any form of statement or print out of electronic records provided by the relevant clearing system (including Euroclear’s EUCLID or Clearstream’s CreationOnline system) in accordance with its usual procedures and in which the accountholder of a particular principal or nominal amount of the Covered Bonds is clearly identified together with the amount of such holding. The Issuer and/or the Covered Bond Guarantor shall not be liable to any person by reason of having accepted as valid or not having rejected any certificate or other document to such effect purporting to be issued by any such person and subsequently found to be forged or not authentic.

A Written Resolution and/or Electronic Consent shall take effect as an Extraordinary Resolution. A Written Resolution and/or Electronic Consent will be binding on all Covered Bondholders and holders of Coupons, Talons and Receipts, whether or not they participated in such Written Resolution and/or Electronic Consent.

CLEARING AND SETTLEMENT

The following is a summary of the rules and procedures of CDP, the CMU, DTC, Euroclear and Clearstream (together, the “Clearing Systems”), currently in effect, as they relate to clearing and settlement of transactions involving the Covered Bonds. The rules and procedures of these systems are subject to change at any time. Investors wishing to use the facilities of any of the Clearing Systems are advised to confirm the continued applicability of the rules, regulations and procedures of the relevant Clearing System. None of the Issuer, the Sole Arranger, any Dealer nor any party to the Agency Agreement will have any responsibility or liability for any aspect of the records relating to, or payments made on account of, beneficial ownership interests in the Covered Bonds held through the facilities of any Clearing System or for maintaining, supervising or reviewing any records relating to such beneficial ownership interests. The applicable Pricing Supplement will specify the Clearing System(s) applicable for each Series.

The Clearing Systems

DTC

DTC has advised the Issuer that it is a limited purpose trust company organised under the New York Banking Law, a “banking organisation” within the meaning of the New York Banking Law, a member of the U.S. Federal Reserve System, a “clearing corporation” within the meaning of the New York Uniform Commercial Code and a “clearing agency” registered pursuant to Section 17A of the Exchange Act. DTC holds and provides asset servicing securities that its participants (“**Participants**”) deposit with DTC. DTC also facilitates the settlement among Participants of securities transactions, such as transfers and pledges, in deposited securities through electronic computerised book-entry changes in Participants’ accounts, thereby eliminating the need for physical movement of securities certificates. DTC is owned by a number of its direct participants (“**Direct Participants**”), which include securities brokers and dealers, banks, trust companies, clearing corporations and certain other organisations. Access to the DTC system is also available to others such as both U.S. and non-U.S. securities brokers and dealers, banks, trust companies and clearing corporations that clear through or maintain a custodial relationship with a Direct Participant, either directly or indirectly (“**Indirect Participants**”).

Under the rules, regulations and procedures creating and affecting DTC and its operations (the “**Rules**”), DTC makes book-entry transfers of Registered Covered Bonds among Direct Participants on whose behalf it acts with respect to Covered Bonds accepted into DTC’s book-entry settlement system (“**DTC Covered Bonds**”) as described below and receives and transmits distributions of principal and interest on DTC Covered Bonds. The Rules are on file with the U.S. Securities and Exchange Commission. Direct Participants and Indirect Participants with which beneficial owners of DTC Covered Bonds (“**Owners**”) have accounts with respect to the DTC Covered Bonds similarly are required to make book-entry transfers and receive and transmit such payments on behalf of their respective Owners. Accordingly, although Owners who hold DTC Covered Bonds through Direct Participants or Indirect Participants will not possess Registered Covered Bonds, the Rules, by virtue of the requirements described above, provide a mechanism by which Direct Participants will receive payments and will be able to transfer their interest in respect of the DTC Covered Bonds.

Purchases of DTC Covered Bonds under the DTC system must be made by or through Direct Participants, which will receive a credit for the DTC Covered Bonds on DTC’s records. The ownership interest of each actual purchaser of each DTC Covered Bond (“**Beneficial Owner**”) is in turn to be recorded on the Direct and Indirect Participant’s records. Beneficial Owners will not receive written confirmation from DTC of their purchase, but Beneficial Owners are expected to receive written confirmations providing details of the transaction, as well as periodic statements of their holdings, from the Direct or Indirect Participant through which the Beneficial Owner entered into the transaction. Transfers of ownership interests in the DTC Covered Bonds are to be accomplished by entries made on the books of Participants acting on behalf of Beneficial Owners. Beneficial Owners will not receive certificates representing their ownership interests in

DTC Covered Bonds, except in the event that use of the book-entry system for the DTC Covered Bonds is discontinued.

To facilitate subsequent transfers, all DTC Covered Bonds deposited by Direct Participants with DTC are registered in the name of DTC's partnership nominee, Cede & Co, or such other nominee as may be requested by an authorised representative of DTC. The deposit of DTC Covered Bonds with DTC and their registration in the name of Cede & Co. or such other DTC nominee do not effect any change in beneficial ownership. DTC has no knowledge of the actual Beneficial Owners of the DTC Covered Bonds; DTC's records reflect only the identity of the Direct Participants to whose accounts such DTC Covered Bonds are credited, which may or may not be the Beneficial Owners. The Direct and Indirect Participants will remain responsible for keeping account of their holdings on behalf of their customers. Conveyance of notices and other communications by DTC to Direct Participants, by Direct Participants to Indirect Participants, and by Direct Participants and Indirect Participants to Beneficial Owners will be governed by arrangements among them, subject to any statutory or regulatory requirements as may be in effect from time to time.

Redemption notices shall be sent to DTC. If less than all of the DTC Covered Bonds unless authorised by a Direct Participant in accordance with DTC's MMI Procedures, within an issue are being redeemed, DTC's practice is to determine by lot the amount of the interest of each Direct Participant in such issue to be redeemed.

Neither DTC nor Cede & Co. (nor any other DTC nominee) will consent or vote with respect to DTC Covered Bonds unless authorised by a Direct Participant in accordance with DTC's MMI Procedures. Under its usual procedures, DTC mails an Omnibus Proxy to the Issuer as soon as possible after the record date. The Omnibus Proxy assigns Cede & Co.'s consenting or voting rights to those Direct Participants to whose accounts the DTC Covered Bonds are credited on the record date (identified in a listing attached to the Omnibus Proxy). Principal and interest payments on the DTC Covered Bonds will be made to DTC. DTC's practice is to credit Direct Participants' accounts on the due date for payment in accordance with their respective holdings shown on DTC's records unless DTC has reason to believe that it will not receive payment on the due date. Payments by Participants to Beneficial Owners will be governed by standing instructions and customary practices, as is the case with securities held for the accounts of customers in bearer form or registered in "street name", and will be the responsibility of such Participant and not of DTC or the Issuer, subject to any statutory or regulatory requirements as may be in effect from time to time. Payment of principal and interest to DTC is the responsibility of the Issuer, disbursement of such payments to Direct Participants is the responsibility of DTC, and disbursement of such payments to the Beneficial Owners is the responsibility of Direct and Indirect Participants.

Under certain circumstances, including if there is an Issuer Event of Default under the Covered Bonds, DTC will exchange the DTC Covered Bonds for definitive Registered Covered Bonds, which it will distribute to its Participants in accordance with their proportionate entitlements and which, if representing interests in a Restricted Global Certificate, will be legended as set forth under "*Transfer Restrictions*".

Since DTC may only act on behalf of Direct Participants, who in turn act on behalf of Indirect Participants, any Beneficial Owner desiring to pledge DTC Covered Bonds to persons or entities that do not participate in DTC, or otherwise take actions with respect to such DTC Covered Bonds, will be required to withdraw its Registered Covered Bonds from DTC as described below.

Euroclear and Clearstream

Euroclear and Clearstream each holds securities for participating organisations and facilitates the clearance and settlement of securities transactions between their respective participants through electronic book-entry changes in accounts of such participants. Euroclear and Clearstream provide to their respective participants, among other things, services for safekeeping, administration, clearance and settlement of internationally-traded securities and securities lending and borrowing. Euroclear and Clearstream participants are financial institutions throughout the world, including underwriters, securities brokers and

dealers, banks, trust companies, clearing corporations and certain other organisations. Indirect access to Euroclear and Clearstream is also available to others, such as banks, brokers, dealers and trust companies which clear through or maintain a custodial relationship with a Euroclear or Clearstream participant, either directly or indirectly. Euroclear and Clearstream have established an electronic bridge between their two systems across which their respective participants may settle trades with each other.

Distributions of principal with respect to book-entry interests in the Covered Bonds held through Euroclear or Clearstream will be credited, to the extent received by the Paying Agent, to the cash accounts of Euroclear or Clearstream participants in accordance with the relevant system's rules and procedures.

The CMU

The CMU is a central depository service provided by the Central Moneymarkets Unit of the HKMA for the safe custody and electronic trading between the members of this service ("**CMU Members**") of Exchange Fund Bills and Notes Clearing and Settlement Service securities and capital markets instruments (together, "**CMU Instruments**") which are specified in the CMU Reference Manual as capable of being held within the CMU.

The CMU is only available to CMU Instruments issued by a CMU Member or by a person for whom a CMU Member acts as agent for the purposes of lodging instruments issued by such persons. Membership of the CMU is open to all financial institutions regulated by the Hong Kong Monetary Authority, Securities and Futures Commission, Insurance Authority or Mandatory Provident Fund Schemes Authority. For further details on the full range of the CMU's custodial services, please refer to the CMU Reference Manual.

The CMU has an income distribution service which is a service offered by the CMU to facilitate the distribution of interest, coupon or redemption proceeds (collectively, the "**income proceeds**") by CMU Members who are paying agents to the legal title holders of CMU Instruments via the CMU system. Furthermore, the CMU has a corporate action platform which allows an issuer (or its agent) to make an announcement/notification of a corporate action and noteholders to submit the relevant certification. For further details, please refer to the CMU Reference Manual. An investor holding an interest through an account with either Euroclear or Clearstream, Luxembourg, in any Covered Bonds held in the CMU will hold that interest through the respective accounts which Euroclear and Clearstream, Luxembourg, each have with the CMU.

CDP

In respect of Covered Bonds which are accepted for clearance by CDP in Singapore, clearance will be effected through an electronic book-entry clearance and settlement system for the trading of debt securities ("**Depository System**") maintained by CDP.

CDP, a wholly-owned subsidiary of Singapore Exchange Limited, is incorporated under the laws of Singapore and acts as a depository and clearing organisation. CDP holds securities for its accountholders and facilitates the clearance and settlement of securities transactions between accountholders through electronic book-entry changes in the securities accounts maintained by such accountholders with CDP.

In respect of Covered Bonds which are accepted for clearance by CDP, the entire issue of the Covered Bonds is to be held by CDP in the form of a Global Covered Bond for persons holding the Covered Bonds in securities accounts with CDP ("**Depositors**"). Delivery and transfer of Covered Bonds between Depositors is by electronic book-entries in the records of CDP only, as reflected in the securities accounts of Depositors.

Settlement of over-the-counter trades in the Covered Bonds through the Depository System may be effected through securities sub-accounts held with corporate depositors ("**Depository Agents**"). Depositors holding the Covered Bonds in direct securities accounts with CDP, and who wish to trade Covered Bonds through the Depository System, must transfer the Covered Bonds to be traded from such direct securities accounts to a securities sub-account with a Depository Agent for trade settlement.

CDP is not involved in money settlement between the Depository Agents (or any other persons) as CDP is not a counterparty in the settlement of trades of debt securities. However, CDP will make payment of interest and repayment of principal on behalf of issuers of debt securities.

Although CDP has established procedures to facilitate transfer of interests in the Covered Bonds in global form among Depositors, it is under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued at any time. None of the Issuer, the Issuing and Paying Agent or any other agent will have the responsibility for the performance by CDP of its obligations under the rules and procedures governing its operations.

Book-Entry Ownership

Bearer Covered Bonds

The Issuer will make applications to Euroclear and Clearstream for acceptance in their respective book-entry systems in respect of any Series of Bearer Covered Bonds. The Issuer may also apply to have Bearer Covered Bonds accepted for clearance through the CMU and CDP. In respect of Bearer Covered Bonds, a Temporary Global Covered Bond and/or a Permanent Global Covered Bond in bearer form without coupons will be deposited with a Common Depository for Euroclear and Clearstream and/or sub-custodian for CDP and the CMU. Transfers of interests in a Temporary Global Covered Bond or a Permanent Global Covered Bond will be made in accordance with the normal Euromarket debt securities operating procedures of CDP, the CMU Euroclear and Clearstream. Each Global Covered Bond will have an ISIN and a Common Code or, if lodged with a sub-custodian for the CMU, will have a CMU Instrument Number.

Registered Covered Bonds

The Issuer will make applications to Euroclear and Clearstream and the Issuer may also make applications to CDP and the CMU, for acceptance in their respective book-entry systems in respect of the Unrestricted Covered Bonds to be represented by each Unrestricted Global Certificate. Each Unrestricted Global Certificate will have an ISIN and a Common Code or, if lodged with a sub-custodian for the CMU, will have a CMU Instrument Number.

The Issuer may make application to DTC for acceptance in its book-entry settlement system of the Unrestricted Covered Bonds and/or the Restricted Covered Bonds represented by each Global Certificate. Each Global Certificate accepted for clearance in DTC will have a CUSIP number. Each Restricted Global Certificate will be subject to restrictions on transfer contained in a legend appearing on the front of such Certificate, as set out under "*Transfer Restrictions*". In certain circumstances, as described below in "*Transfers of Registered Covered Bonds*", transfers of interests in a Restricted Global Certificate may be made as a result of which such legend is no longer applicable (see "*Transfers of Registered Covered Bonds*").

The custodian with whom the Global Certificates are deposited (the "**Custodian**") and DTC will electronically record the nominal amount of the individual beneficial interests represented by such Global Certificate to the accounts of persons who have accounts with DTC. Such accounts initially will be designated by or on behalf of the relevant Dealer. Ownership of beneficial interests in such a Global Certificate will be limited to Direct Participants or Indirect Participants, including, in the case of any Regulation S Global Certificate, the respective depositories of Euroclear and Clearstream. Ownership of beneficial interests in a Global Certificate accepted by DTC will be shown on, and the transfer of such ownership will be effected only through, records maintained by DTC or its nominee (with respect to the interests of Direct Participants) and the records of Direct Participants (with respect to interests of Indirect Participants).

Payments of the principal of, and interest on, each Global Certificate registered in the name of DTC's nominee will be to or to the order of its nominee as the registered owner of such Global Certificate. The Issuer expects that the nominee, upon receipt of any such payment, will immediately credit DTC

participants' accounts with payments in amounts proportionate to their respective beneficial interests in the nominal amount of the relevant Global Certificate as shown on the records of DTC or the nominee. The Issuer also expects that payments by DTC participants to owners of beneficial interests in such Global Certificate held through such DTC participants will be governed by standing instructions and customary practices, as is now the case with securities held for the accounts of customers registered in the names of nominees for such customers. Such payments will be the responsibility of such DTC participants. None of the Issuer nor any Paying Agent or any Transfer Agent (each an "**Agent**") will have any responsibility or liability for any aspect of the records relating to or payments made on account of ownership interests in the Global Certificates or for maintaining, supervising or reviewing any records relating to such ownership interests.

All Registered Covered Bonds will initially be in the form of an Unrestricted Global Certificate and/or a Restricted Global Certificate. Individual definitive Registered Covered Bonds will only be available, in the case of Unrestricted Covered Bonds, in amounts specified in the applicable Pricing Supplement, and, in the case of Restricted Covered Bonds, in amounts of USD 200,000 (or its equivalent in other currencies), or higher integral multiples of USD 1,000 (or its equivalent in other currencies), in certain limited circumstances described below.

Individual Certificates

Registration of title to Registered Covered Bonds in a name other than a depository or its nominee for Euroclear and Clearstream a sub-custodian for the CDP or the CMU or DTC will not be permitted unless:

- (i) in the case of Restricted Covered Bonds, DTC notifies the Issuer that it is no longer willing or able to discharge properly its responsibilities as depository with respect to the Restricted Global Certificate, or ceases to be a "clearing agency" registered under the Exchange Act, or is at any time no longer eligible to act as such and the Issuer is unable to locate a qualified successor within 90 days of receiving notice of such ineligibility on the part of DTC; or
- (ii) in the case of Unrestricted Covered Bonds, Euroclear or Clearstream is or a sub-custodian for the CMU is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or announces an intention permanently to cease business or does, in fact, do so or, if such Global Certificate is held on behalf of CDP, and there shall have occurred and be continuing an Issuer Event of Default or CDP is closed for business for a continuous period of 14 days (other than by reason of holidays, statutory or otherwise) or CDP announces an intention permanently to cease business and no Alternative Clearing System is available or CDP has notified the Issuer that is unable or unwilling to act as depository for the Covered Bonds and to continue performing its duties under the Master Depository Services Agreement and no Alternative Clearing System is available. In such circumstances, the Issuer will cause sufficient individual definitive Registered Covered Bonds to be executed and delivered to the Registrar for completion, authentication and dispatch to the relevant Covered Bondholder(s).

A person having an interest in a Global Certificate must provide the Registrar with:

- (a) a written order containing instructions and such other information as the Issuer and the Registrar may require to complete, execute and deliver such individual definitive Registered Covered Bonds; and
- (b) in the case of a Restricted Global Certificate only, a fully completed, signed certification substantially to the effect that the exchanging holder is not transferring its interest at the time of such exchange, or, in the case of a simultaneous resale pursuant to Rule 144A, a certification that the transfer is being made in compliance with the provisions of Rule 144A. Individual definitive Registered Covered Bonds issued pursuant to this paragraph (ii) shall bear the legends applicable to transfers pursuant to Rule 144A.

Transfers of Registered Covered Bonds

Transfers of interests in Global Certificates within CDP, the CMU, DTC, Euroclear and Clearstream will be effected in accordance with the usual rules and operating procedures of the relevant clearing system. The laws of some states in the United States require that certain persons take physical delivery in definitive form of securities. Consequently, the ability to transfer interests in a Restricted Global Certificate to such persons may be limited. Because DTC can only act on behalf of direct participants, who in turn act on behalf of indirect participants, the ability of a person having an interest in a Restricted Global Certificate to pledge such interest to persons or entities that do not participate in DTC, or otherwise take actions in respect of such interest, may be affected by the lack of a physical certificate in respect of such interest.

Beneficial interests in an Unrestricted Global Certificate may be held only through CDP, Euroclear or Clearstream. Transfers may be made at any time by a holder of an interest in an Unrestricted Global Certificate to a transferee who wishes to take delivery of such interest through the Restricted Global Certificate for the same Series of Covered Bonds, *provided that* any such transfer made on or prior to the expiration of the distribution compliance period (as defined in Regulation S) relating to the Covered Bonds represented by such Unrestricted Global Certificate will only be made upon receipt by the Registrar or any Transfer Agent of a written certificate from Euroclear or Clearstream, as the case may be (based on a written certificate from the transferor of such interest), to the effect that such transfer is being made to a person whom the transferor reasonably believes is a QIB in a transaction meeting the requirements of Rule 144A and in accordance with any applicable securities law of any state of the United States or any other jurisdiction. Any such transfer made thereafter of the Covered Bonds represented by such Unrestricted Global Certificate will only be made upon request through Euroclear or Clearstream by the holder of an interest in the Unrestricted Global Certificate to the Issuing and Paying Agent and receipt by the Issuing and Paying Agent of details of that account at DTC to be credited with the relevant interest in the Restricted Global Certificate. Transfers at any time by a holder of any interest in the Restricted Global Certificate to a transferee who takes delivery of such interest through an Unrestricted Global Certificate will only be made upon delivery to the Registrar or any Transfer Agent of a certificate setting forth compliance with the provisions of Regulation S and giving details of the account at Euroclear or Clearstream, as the case may be, and DTC to be credited and debited, respectively, with an interest in the relevant Global Certificates.

Subject to compliance with the transfer restrictions applicable to the Registered Covered Bonds described above and under “*Transfer Restrictions*”, cross-market transfers between DTC, on the one hand, and directly or indirectly through Euroclear or Clearstream, on the other, will be effected by the relevant clearing system in accordance with its rules and through action taken by the Custodian, the Registrar and the Issuing and Paying Agent.

On or after the Issue Date for any Series of Registered Covered Bonds, transfers of Covered Bonds of such Series between accountholders in Euroclear and Clearstream and transfers of Covered Bonds of such Series between participants in DTC will generally have a settlement day three business days after the trade date (T+3). The customary arrangements for delivery versus payment will apply to such transfers.

Cross-market transfers between accountholders in Euroclear or Clearstream and DTC participants will need to have an agreed settlement date among the parties to such transfer. Because there is no direct link between DTC, on the one hand, and Euroclear and Clearstream, on the other, transfers of interests in the relevant Global Registered Certificates will be effected through the Issuing and Paying Agent, the Custodian and the Registrar receiving instructions (and, where appropriate, certification) from the transferor and arranging for delivery of the interests being transferred to the credit of the designated account for the transferee. Transfers will be effected on the later of (i) three business days after the trade date for the disposal of the interest in the relevant Global Registered Certificate resulting in such transfer and (ii) two business days after receipt by the Issuing and Paying Agent or the Registrar, as the case may be, of the necessary certification or information to effect such transfer. In the case of cross-market transfers, settlement between Euroclear or Clearstream and DTC participants cannot be made on a

delivery versus payment basis. The securities will be delivered on a free delivery basis and arrangements for payment must be made separately.

For a further description of restrictions on transfer of Registered Covered Bonds, see “*Transfer Restrictions*”.

DTC will take any action permitted to be taken by a holder of Registered Covered Bonds (including, without limitation, the presentation of Restricted Global Certificates for exchange as described above) only at the direction of one or more participants in whose account with DTC interests in Restricted Global Certificates are credited and only in respect of such portion of the aggregate nominal amount of the relevant Restricted Global Certificates as to which such participant or participants has or have given such direction. However, in the circumstances described above, DTC will surrender the relevant Restricted Global Certificates for exchange for individual definitive Registered Covered Bonds (which will, in the case of Restricted Covered Bonds, bear the legend applicable to transfers pursuant to Rule 144A).

Although DTC, Euroclear and Clearstream have agreed to the foregoing procedures in order to facilitate transfers of beneficial interests in the Global Certificates among participants and accountholders of DTC, Euroclear and Clearstream, they are under no obligation to perform or continue to perform such procedures, and such procedures may be discontinued or changed at any time. None of the Issuer or any Agent will have any responsibility for the performance by DTC, Euroclear, Clearstream or their respective direct or indirect participants or accountholders of their respective obligations under the rules and procedures governing their operations.

While a Restricted Global Certificate is lodged with DTC or the Custodian, Restricted Covered Bonds represented by individual definitive Registered Covered Bonds will not be eligible for clearing or settlement through DTC, Euroclear or Clearstream.

Pre-issue Trades Settlement for Registered Covered Bonds

It is expected that delivery of Covered Bonds will be made against payment therefor on the relevant Issue Date, which could be more than three business days following the date of pricing. Under Rule 15c6-1 of the U.S. Securities and Exchange Commission under the Exchange Act, trades in the United States secondary market generally are required to settle within three business days (T+3), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Covered Bonds in the United States on the date of pricing or the next succeeding business days until the relevant Issue Date will be required, by virtue of the fact that the Covered Bonds initially will settle beyond T+3, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Covered Bonds may be affected by such local settlement practices and purchasers of Covered Bonds who wish to trade Covered Bonds between the date of pricing and the relevant issue date should consult their own adviser.

USE OF PROCEEDS

The net proceeds from the issue of each Tranche of Covered Bonds will be used for the general business purposes of the DBS Bank Group.

CAPITALISATION AND INDEBTEDNESS OF THE DBS BANK GROUP

The following table sets forth the capitalisation and indebtedness of the DBS Bank Group as at 31 December 2021, based on or derived from the audited consolidated financial statements of the DBS Bank Group unless otherwise indicated.

	As at 31 December 2021
	<i>In SGD millions</i>
Short-term liabilities	
Customer deposits	501,959
Interbank liabilities	30,209
Other debt securities	35,937
Other liabilities ⁽¹⁾	49,262
Total short-term liabilities	617,367
Long-term liabilities	
Other debt securities	10,964
Non-controlling interests	
Preference shares and non-controlling interests in subsidiaries ⁽²⁾	1,165
Shareholders' funds	
Share capital	24,452
Other equity instruments ⁽³⁾	2,396
Other reserves	(600)
Revenue reserves	30,987
Total shareholders' funds	57,235
Total capitalisation ⁽⁴⁾	686,731
Contingent liabilities	34,079

Notes:

- (1) Includes amount due to holding company.
- (2) Includes SGD 344 million 1.6% perpetual subordinated loan issued by Heedum Pte Ltd, TWD 8,000 million 2.279% non-cumulative and perpetual preferred shares issued by DBS Bank (Taiwan) Ltd and HKD 1,400 million 3.9% non-cumulative preference shares issued by DBS Bank (Hong Kong) Limited.
- (3) Includes SGD 1,000 million 3.98% non-cumulative, non-convertible perpetual capital securities first callable in 2025 and USD 1,000 million 3.30% non-cumulative non-convertible perpetual capital securities first callable in 2025.
- (4) Includes short-term liabilities, long-term liabilities, non-controlling interests, and shareholders' funds.

DESCRIPTION OF THE BUSINESS OF THE DBS BANK GROUP

The DBS Bank Group is the largest banking group in Southeast Asia by total assets and is engaged in a range of commercial banking and financial services, principally in Asia. As at 31 December 2021, the DBS Bank Group had SGD 687 billion in total assets, SGD 409 billion in customer loans and advances, SGD 502 billion in customer deposits and SGD 57 billion in total shareholders' funds.

The DBS Bank Group is headquartered and listed in Singapore and has a growing presence in the three key Asian axes of growth: Greater China, South Asia and Southeast Asia. In Singapore, the DBS Bank Group has leading positions in consumer banking, wealth management, institutional banking, treasury and capital markets. As at, and for the year ended 31 December 2021, Singapore accounted for 66% and 63% of the DBS Bank Group's assets (excluding goodwill and intangibles) and total income (excluding one-time item).

The DBS Bank Group's Greater China presence is anchored in Hong Kong and also encompasses China and Taiwan, where it operates locally-incorporated subsidiaries. The DBS Bank Group also operates locally-incorporated subsidiaries in Indonesia and India. Its diversification in the Asia Pacific region has resulted in a more balanced geographical distribution of its assets and total operating income.

DBS Bank is one of the highest rated commercial banks in Asia with long-term issuer ratings of "AA-" from Fitch, "Aa1" from Moody's and "AA-" from Standard & Poor's. DBSH's and DBS Bank's credit ratings have stable outlooks from Fitch, Moody's and Standard & Poor's.

DBS Bank was incorporated in July 1968 by the Singapore government as a financial institution to support Singapore's economic development and industrialisation. In June 1969, DBS Bank began commercial banking operations. In September 1999, DBS Bank was restructured to become a wholly-owned subsidiary of DBSH, which is listed on the SGX-ST. On 21 July 2003, DBS Bank changed its legal name from The Development Bank of Singapore Limited to DBS Bank Ltd.

DBS Bank's parent company, DBSH, is one of the largest listed companies in Singapore, with a market capitalisation of approximately SGD 83.9 billion based on the closing price per ordinary share on the Main Board of the SGX-ST, as at 31 December 2021.

Strengths

Strong credit profile and resilient capital base

The DBS Bank Group has consistently maintained robust capital ratios and as at 31 December 2021, had a Common Equity Tier 1 ("CET1") capital adequacy ratio ("CAR") of 14.3%, a Tier 1 CAR of 15.0% and a Total CAR of 17.0%. The DBS Bank Group's capital position is above the MAS Basel III capital requirements that have been effective from 1 January 2013.

The DBS Bank Group has been awarded "Safest Bank in Asia" for 13 consecutive years from 2009 to 2021 by Global Finance. Singapore, the DBS Bank Group's core market, is the only sovereign in Asia with a "Aaa" credit rating from Moody's, and "AAA" credit ratings from Standard & Poor's and Fitch.

Diversified loan and earnings mix supported by stable deposits and diversified funding sources

The DBS Bank Group has a diversified loan portfolio and earnings mix that is not overly concentrated in any particular industry, location or business segment. As at 31 December 2021, with the exception of the building and construction industry, which contributed 26% of the DBS Bank Group's gross loans, no single industry contributed more than 20% of the DBS Bank Group's gross loans and, outside of Singapore, no single location contributed more than 20% of the DBS Bank Group's gross loans. The DBS Bank Group also has a balanced mix between interest and non-interest income, with non-interest income derived from

diversified sources such as loan-related activities, transaction services, wealth management and treasury product sales.

In terms of funding, the DBS Bank Group has a strong domestic deposit base and leading market position in low cost Singapore dollars deposits. The DBS Bank Group has also grown its transactional accounts with corporate customers and institutional investors, in line with its strategy. In addition, the DBS Bank Group diversifies its funding sources through the wholesale funding market. In 2015, DBS Bank undertook its inaugural covered bond issuance, making it the first issuer of covered bonds in Singapore.

Strong core banking business with proven earnings generation capability and exposure to key growth geographies in Asia

The DBS Bank Group is the largest banking group in Southeast Asia by total assets. The DBS Bank Group is anchored in Singapore and Hong Kong and has a growing presence in Greater China, South Asia and Southeast Asia. Over the past decade, the DBS Bank Group has delivered consistent financial performance underpinned by increased strategic clarity and disciplined execution of its strategy. Total income (excluding one-time items) grew at a CAGR of 6% between 2011 and 2021 while profit before allowances (excluding one-time items) recorded a CAGR of 6% over the same period.

Prudent and comprehensive risk management framework focused on asset quality

The DBS Bank Group has a robust risk management framework in place to address key risk areas. Its risk management approach is based on:

- (i) strong risk governance, with the Board, through the BRMC, setting out the DBS Bank Group's Risk Appetite and overseeing the establishment of enterprise-wide risk management policies and processes, and setting risk limits to guide the DBS Bank Group's risk taking;
- (ii) robust and comprehensive processes to identify, measure, monitor, control and report risks;
- (iii) sound assessments of capital adequacy relative to risks; and
- (iv) a rigorous system of internal control reviews involving internal and external auditors. The DBS Bank Group's NPL ratio was 1.3%, 1.6% and 1.5% as at 31 December 2021, 2020 and 2019, respectively, and the DBS Bank Group's allowance coverage ratio¹ (defined as total allowances as a percentage of NPAs) was 116%, 110% and 94% as at 31 December 2021, 2020 and 2019, respectively.

Asia-focused Strategy

The DBS Bank Group's strategy is predicated on Asia's megatrends, including the rising middle class, growing intra-regional trade, urbanisation and the rapid adoption of technology that is fuelling new innovations.

The DBS Bank Group seeks to intermediate trade and capital flows as well as support wealth creation in Asia, capitalising on its established and growing presence in Greater China, South Asia and Southeast Asia.

In Singapore, the DBS Bank Group serves all customer segments. Outside Singapore, the DBS Bank Group has extended its reach beyond serving the affluent individuals, corporates and institutional investors segments through leveraging digital technologies to engage individuals and SMEs.

The DBS Bank Group is well underway in its digitalisation journey to transform the bank to be able to respond and innovate quickly to deliver simple, fast and contextual banking in the digital age.

¹ Computation includes regulatory loss allowance reserves ("RLAR") as part of total allowances.

The DBS Bank Group periodically reviews its strategy, taking into account emerging megatrends, its operating environment and its stakeholders' input.

Key Businesses

The DBS Bank Group's key business units are Consumer Banking/Wealth Management, Institutional Banking and Treasury and Markets business units.

Consumer Banking/Wealth Management (“CBGWM”)

The DBS Bank Group serves almost twelve million retail customers in Singapore, Hong Kong, China, Taiwan, Indonesia and India. It offers a comprehensive range of financial products and services, including savings and current accounts, fixed deposits, payment services, credit and debit cards, home loans and auto finance, wealth management, investment and insurance products.

CBGWM has built a differentiated wealth proposition across its six key markets with its wealth franchise where dedicated relationship managers and specialists deliver personalised advisory and solutions to affluent and high net-worth individuals (HNWIs). In Singapore and Hong Kong, the DBS Bank Group provides a differentiated and holistic wealth value proposition across three wealth segments – DBS Treasures (for customers with more than SGD 350,000 AUM), DBS Treasures Private Clients (more than SGD 1.5 million AUM) and DBS Private Bank (more than SGD 5 million AUM) – allowing the DBS Bank Group to grow alongside its clients across every stage of their wealth journey. In 2018, the DBS Treasures Private Clients platform was launched in Indonesia and Taiwan. In 2019, the DBS Bank Group expanded its wealth franchise, leveraging its subsidiary DBS Vickers Securities (Thailand) to become the first to provide Thailand's wealth clients with a fully integrated onshore and offshore wealth proposition. The DBS Bank Group's wealth management business was recognised in 2021 as “Most Innovative Private Bank in the World”, “Best Private Bank for Use of Technology” and “Best Private Bank for Digital Client Solutions” by Global Finance, and “Best Private Bank for Family Offices – Asia” by Professional Wealth Management.

In Singapore, the DBS Bank Group holds leading positions in savings and deposits, investments and insurance distribution. As at 31 December 2021, it had some 5.5 million retail customers in Singapore and more than 52% share of the market in Singapore dollar denominated savings accounts. The bank also has agreements with major merchants island-wide which enables customers to make cash withdrawals at more than 700 merchant touchpoints. The DBS Bank Group also has the leading market share for mortgages in Singapore.

In Hong Kong, the DBS Bank Group provides wealth management services and is also a key player in retail deposits and unsecured loans. As at 31 December 2021, it served almost one million retail customers. In 2018, the DBS Bank Group concluded the integration of ANZ's retail banking and wealth management business across Singapore, Hong Kong, Mainland China, Taiwan and Indonesia, significantly boosting its consumer businesses in Indonesia and Taiwan. The DBS Bank Group has further built up partnerships in China and Taiwan to scale up its consumer finance business. In India and Indonesia, the DBS Bank Group serves retail and emerging affluent clients through “digibank by DBS”, the bank's world-class mobile banking platform, in addition to its branch network. The amalgamation of Lakshmi Vilas Bank (“LVB”) in 2020 expands the DBS Bank Group's branch network and enlarges its retail customer base on which to overlay DBS' digital offering. In 2021, the DBS Bank Group's Hong Kong franchise and Postal Savings Bank of China launched a partnership to participate in the Wealth Management Connect scheme. The DBS Bank Group also launched its digital consumer finance platform in China. Additionally, the DBS Bank Group integrated with two major ecosystem platforms and plan to add more strategic partners.

In Taiwan, the DBS Bank Group agreed to acquire Citigroup's Taiwan consumer banking business (Citi Consumer Taiwan). Citi Consumer Taiwan is an incredibly attractive and high-returns franchise, and widely considered to be the best foreign consumer bank in Taiwan. It is expected to accelerate DBS Taiwan's growth by at least 10 years, making it Taiwan's largest foreign bank by assets. The transaction is expected

to be accretive to earnings and return on equity immediately after completion, which is slated for mid-2023, subject to regulatory approvals.

Digital Channels

The DBS Bank Group offers a wide range of digital banking services in its key markets. In Singapore, DBS Bank has the highest number of digital banking customers. Its digital banking platform “digibank” had 3.9 million users, of which 3.5 million were also mobile banking users as at 31 December 2021. Most of the DBS Bank Group’s wealth clients are already online and actively managing their wealth via the bank’s digital wealth management platform DBS iWealth. In 2021, the key awards that DBS Bank received in recognition of its digital and innovation agendas included 'World's Best Digital Bank' from Euromoney - marking its 3rd win of the award - as well as 'Globally Most Innovative in Digital Banking' from The Banker and 'Global Innovator - Silver' from Efma-Accenture. DBS Bank Group was also awarded 'Model Bank - Corporate Digital Banking' by Celent and 'Outstanding Innovator for Asia-Pacific' by Global Finance. Asiamoney, Global Finance and The Asset also recognised DBS Bank as the Best Digital Bank in Singapore.

Credit Cards

As at 31 December 2021, the DBS Bank Group had approximately four million credit cards in circulation in Singapore, Hong Kong, Taiwan and Indonesia. The DBS Bank Group charges fees for the use of its credit cards, earns interest from customers and earns commissions from merchants for transactions processed. The DBS Bank Group is one of leading players for credit cards in Singapore and Hong Kong. In Taiwan and Indonesia, it has one million credit cards in circulation.

Debit Cards

As at 31 December 2021, the DBS Bank Group had approximately four million debit cards in circulation in Singapore. The DBS Bank Group earn fees from international card schemes for use of its debit cards and earns commissions from merchants for transactions processed. The DBS Bank Group is the leading card issuer for debit cards in Singapore.

Consumer Lending

The DBS Bank Group offers housing loans, automobile loans and other consumer lending services. Other consumer lending products offered by the DBS Bank Group include standby credit lines, personal loans, education loans and renovation loans. In Singapore, the DBS Bank Group has the largest market share of mortgages.

Investments, Insurance and Treasury Products

The DBS Bank Group offers a wide range of investment, insurance and treasury products, including structured deposits, unit trusts, insurance products, structured notes, treasury products such as bonds, currency linked investments, and equity linked notes.

From 1 January 2016, the DBS Bank Group commenced its bancassurance partnership with Manulife Financial Asia Limited to distribute Manulife’s life insurance products in Singapore, Hong Kong, China and Indonesia. From 1 January 2018, the DBS Bank Group commenced its partnership with Chubb Limited to distribute its general insurance products in Singapore, Hong Kong, China, Taiwan and Indonesia.

Wealth Management

The DBS Bank Group is one of largest wealth managers in Asia (ex-China onshore). Rated the “Safest Bank in Asia” by Global Finance for 13 consecutive years from 2009 to 2021, the DBS Bank Group is recognised for its financial strength and stability. The DBS Bank Group provides a differentiated and holistic wealth value proposition across three wealth segments – DBS Treasures (for customers with more than SGD 350,000 AUM), DBS Treasures Private Clients (more than SGD 1.5 million AUM) and DBS Private Bank (more than SGD 5 million AUM) – allowing it to grow alongside its clients across every stage of their

wealth journey. As at 31 December 2021, the DBS Bank Group's total wealth assets under management was SGD 291 billion. In 2021, DBS iWealth, the bank's digital wealth management platform, was ranked the 'Best Digital Portal for Wealth Clients' globally by Cutter Wealth for the fourth consecutive year. The DBS Bank Group was also recognised as 'Best Private Bank - Asia-Pacific' (5th consecutive year) and 'Most Innovative Private Bank in the World' by Global Finance, 'Best Asian Private Bank' by Asiamoney (2nd consecutive year) and 'Best Private Bank for Family Offices in Asia' by Professional Wealth Management. The DBS Bank Group was also ranked as the #1 Private Bank/Wealth Manager for Mass and Super Affluent clients in Asia Pacific and Singapore by Euromoney, Asiamoney, The Asset, FinanceAsia and Professional Wealth Management also recognised DBS Private Bank as the Best Private Bank in Singapore.

Institutional Banking (“IBG”)

The DBS Bank Group serves corporate, institutional and SME clients across Asia and provides a comprehensive selection of products and services, including a full range of credit facilities from short-term working capital financing to specialised lending. It also provides global transactional services such as cash management, trade finance and securities and fiduciary services, treasury and markets products, corporate finance and advisory banking as well as capital markets solutions. The DBS Bank Group utilises its regional network, product expertise and local market knowledge to connect corporate, institutional and SME clients with opportunities in Asia to help them expand across borders.

Lending to corporate, institutional and SME clients

The DBS Bank Group provides financing to corporate, institutional and SME clients. The DBS Bank Group originates, arranges, underwrites and distributes loan and loan-related products for corporate and institutional clients across the region to support a diverse range of financing needs, including leveraged finance, acquisition finance and project finance. The Syndicated Finance team has been consistently ranked among the top five arrangers in Asia (excluding Japan and Australia) by Refinitiv LPC for the past several years, including 2021. The DBS Bank Group also provides financing to SMEs across the region, in line with its strategy. In Singapore, the DBS Bank Group participates in government programmes to extend loans to small newly-formed companies.

Transaction Services

The DBS Bank Group provides cash management, trade finance services, securities services and fiduciary services, enabling its clients to create cash flow for their operations, reduce balance sheet and counter party risk, and realise operational efficiencies. These activities carry high returns on equity and provide a high degree of recurring income.

During 2021, the DBS Bank Group received top awards that recognised its achievements in transaction services, including Overall Best Service for Cash Management, Best ESG Transaction Bank in Asia-Pacific, Best Global and Regional Corporate/Institutional Mobile Banking App, and Best Open Banking APIs in Asia-Pacific, with publications including The Asset, Euromoney and Global Finance.

Capital Markets

Through its Capital Markets unit, the DBS Bank Group advises and enables its corporate clients across the region to raise equity funds through initial public offerings, rights issues and share placements.

In Singapore, the DBS Bank Group has been a leader in managing equity issuances over the past 13 years. For 2021, it lead-managed or joint-lead-managed equity offerings amounting to SGD 9.9 billion, representing over 95% of the total equity funds raised in underwritten public offerings in Singapore during the year.

Strategic Advisory

The Strategic Advisory unit is responsible for advising the DBS Bank Group's corporate clients to originate, structure, price and execute merger and acquisition transactions, including leveraged buy-outs, demergers and divestitures. The DBS Bank Group originates some of these M&A transactions by matching a corporate client in one geography with another client from another geography, by tapping the DBS Bank Group's array of customers based in Southeast Asia, North Asia and West Asia. The Strategic Advisory unit also supports key corporate clients by rendering advice on corporate strategy, corporate structure, capital structure design and shareholder value creation.

Treasury and Markets ("T&M")

The DBS Bank Group offers foreign exchange, money market and fixed income products, including derivative and structured products in foreign exchange, interest rates, equity, credit and commodities, as well as structured financing solutions. The DBS Bank Group has a leading market share in Singapore dollars treasury products by volume and is an active market maker in regional currencies. As a primary dealer of Singapore government securities, the DBS Bank Group is one of the largest participants in the Singapore government securities market and an active market maker in Singapore dollars swaps. The DBS Bank Group is a specialist and a leading provider of Asian currency treasury products. In Hong Kong, it is an active market maker in Hong Kong dollars and offshore RMB derivatives. T&M works closely with CBGWM and IBG to structure treasury products for corporate and individual customers. T&M also helps customers raise funds through debt issuances.

Fixed Income Group ("FI Group")

The DBS Bank Group is one of the leading players in the Asian debt capital markets. The DBS Bank Group provides corporates, financial institutions, supnationals and sovereigns with customised debt solutions, including straight and equity-linked debt capital, structured debt products, hybrid capital, ratings advisory services and liability management and debt advisory services.

The DBS Bank Group is a market leader in the Singapore dollar denominated bond market and has consistently led the league tables in this market. In 2021, DBS Bank acted as bookrunner on 51 transactions, representing a 31% share of over SGD 7.84 billion in total market issuances. The DBS Bank Group is also active in the G3 straight investment grade, high yield bond and certificate of deposit markets. The number of Asia ex-Japan G3 bond issues arranged by the DBS Bank increased from 134 transactions in 2019 to 154 transactions in 2021. In 2021, DBS Bank was ranked 9th in the Bloomberg Asia ex-Japan G3 investment grade bond league table.

Others

DBS Vickers Securities

The DBS Bank Group provides brokerage services for individual, corporate and institutional clients through DBS Vickers Securities, which has stockbroking licences in Singapore, Hong Kong, Thailand and Indonesia, as well as sales offices in London and New York. DBS Vickers Securities and DBS Bank work together on equity research to cover 500 listed companies across Asia. In October 2021, DBS Vickers Securities received formal approval from the Monetary Authority of Singapore under the Payment Services Act 2019 to provide digital payment token services, which would enable DBS Vickers Securities, as a member of DBS Digital Exchange, to directly support asset managers and companies to trade in digital payment tokens through DBS Digital Exchange.

DBS Digital Exchange

On 10 December 2020, the DBS Bank Group launched DBS Digital Exchange, a full-service digital asset platform which enables Institutional Investors and Accredited Investors to tap into a fully integrated tokenisation, trading and custody ecosystem for digital assets. With the DBS Digital Exchange, DBS will leverage blockchain technology to provide an ecosystem for fund raising through asset tokenisation and

secondary trading of digital assets including security tokens (“STO”) and cryptocurrencies. In respect of the trading of STOs, DBS Digital Exchange is recognised by the MAS as a recognised market operator. On 31 May 2021, DBS Bank Group priced an SGD 15 million digital bond (“DBS Digital Bond”), marking DBS Digital Exchange’s first STO. The DBS Digital Bond, which was of a six-month tenor and coupon rate of 0.6 per cent per annum, was traded in board lots of S\$10,000. The DBS Digital Bond offering was done by way of private placement.

Partior

On 28 April 2021, the DBS Bank Group, J.P. Morgan and Temasek announced plans to establish a blockchain-based cross-border clearing and settlement provider through a newly-established technology company, Partior. Partior aims to transform the future of payments through enabling more efficient digital clearing and settlement solutions across the banking industry. Partior started operations with pilot launch in October 2021, and is currently engaging with more than 30 financial institutions keen to join the network.

Climate Impact X

On 20 May 2021, the DBS Bank Group, the SGX-ST, Standard Chartered and Temasek announced plans to establish Climate Impact X (“CIX”). The primary purpose of this joint venture is to provide an effective solution for corporates to offset unavoidable carbon emissions in the near term and propel the development of new carbon credit projects worldwide through high-quality carbon credits. CIX plans to be operational in the first quarter of 2022.

Regional Presence

As at 31 December 2021, the DBS Bank Group had a presence in 18 markets. Apart from its six key markets in Singapore, Hong Kong, China, Taiwan, India and Indonesia, the DBS Bank Group also had operations in locations such as Australia, the Middle East, and the UK. The DBS Bank Group had fully-owned subsidiaries in Hong Kong, India, China and Taiwan and a 99%-owned subsidiary in Indonesia. In addition, it had affiliates in China through its 33%-owned Changsheng Fund Management Company and 13%-owned Shenzhen Rural Commercial Bank.

As at 31 December 2021, gross loans booked in overseas branches and subsidiaries accounted for approximately 39% of the DBS Bank Group’s total customer loans and advances. The DBS Bank Group’s main overseas operations are in Hong Kong, China, Taiwan, India and Indonesia.

Hong Kong

Hong Kong, the anchor of the DBS Bank Group’s Greater China franchise, is the largest of the DBS Bank Group’s operations outside Singapore, accounting for approximately 18% of the DBS Bank Group’s earnings in 2021. A large part of the DBS Bank Group’s Hong Kong operations is conducted through DBSHK, a wholly-owned subsidiary of DBS Bank. DBSHK provides a wide range of banking services, including wealth management, investment banking, foreign exchange and treasury services, to corporate, SME and affluent individuals. DBS Bank also operates a branch in Hong Kong. The DBS Bank Group’s Hong Kong operations seek to leverage on innovation and digital technologies to grow its market position across large corporate, SME and wealth segments, and intermediate Greater China investment and capital flows.

As at 31 December 2021, the DBS Bank Group’s Hong Kong operations had total assets (excluding goodwill and intangibles) of SGD 106.2 billion, gross customer loans and advances of SGD 80.1 billion, and customer deposits of SGD 76.9 billion.

China

The DBS Bank Group was the first Singapore bank to incorporate a wholly-owned subsidiary in China, DBS Bank (China) Limited (“DBS China”). DBS China was incorporated in May 2007 and is headquartered

in Shanghai. DBS China offers RMB and foreign currency banking products and services to large corporates, SMEs and affluent individuals.

As at 31 December 2021, DBS China had total assets of SGD 28.3 billion, gross customer loans and advances of SGD 15.5 billion and customer deposits of SGD 18.5 billion. The DBS Bank Group also holds a 33% interest in Changsheng Fund Management Company, a sizable fund management company in China, through DBS Bank Ltd.

On 20 April 2021, the DBS Bank Group entered into an agreement with and obtained approvals from MAS and China Banking and Insurance Regulatory Commission, Shenzhen Office (“**Shenzhen CBIRC**”) to subscribe for a 13% stake in Shenzhen Rural Commercial Bank Corporation Limited (“**SZRCB**”). The deal was completed in October 2021. The investment is in line with the DBS Bank Group’s strategy of investing in its core markets and accelerates its expansion in the rapidly growing Greater Bay Area. DBS is the largest shareholder in SZRCB and has representation on SZRCB’s board of directors.

On 7 June 2021, the DBS Bank Group’s majority-owned securities joint venture in China, DBS Securities (China) Limited (“**DBS Securities**”), received its securities business license from the China Securities Regulatory Commission (“**CSRC**”). DBS Securities is an important part of the DBS Bank Group’s strategy in China and provides customers with a full range of onshore and offshore financial services, which include brokerage, securities investment consulting, securities underwriting and sponsorship, as well as proprietary trading.

Taiwan

A large part of the DBS Bank Group’s Taiwan operations is conducted through DBS Bank (Taiwan) Ltd (“**DBS Taiwan**”), a wholly-owned subsidiary of DBS Bank. DBS Taiwan offers a wide range of banking products and services to large corporates, SMEs and affluent individuals. DBS Bank also operates a branch in Taiwan. As at 31 December 2021, the DBS Bank Group’s Taiwan operations had total assets of SGD 29.8 billion, gross customer loans and advances of SGD 22.5 billion and customer deposits of SGD 18.3 billion.

On 28 January 2022, DBS entered into an agreement to acquire the consumer banking business of Citigroup Inc. in Taiwan (“**Citi Consumer Taiwan**”) via a transfer of assets and liabilities where DBS will pay Citigroup Inc. cash for the net assets of Citi Consumer Taiwan plus a premium of SGD 956 million (NTD 19.8 billion).¹ Completion of the proposed acquisition is subject to customary regulatory and migration conditions, and completion and full integration is anticipated in the middle of 2023.

India

From 1 March 2019, the DBS Bank Group operates a locally-incorporated wholly-owned subsidiary in India through DBS Bank India Limited (“**DBS India**”).

The amalgamation of LVB on 27 November 2020 complements the DBS Bank Group’s “digibank” strategy in India with an expanded network of 600 branches and 1,000 ATMs, an additional two million retail and 125,000 non-retail customers, as well as a strengthened deposit franchise. The integration of LVB is overseen by senior management and staff from various business and support units from both the DBS Bank Group and LVB.

As at 31 December 2021, DBS India had total assets of SGD 15.0 billion, gross customer loans and advances of SGD 7.7 billion and customer deposits of SGD 8.2 billion.

¹ Based on exchange rate of NTD 20.75 to SGD 1 and will be adjusted according to the performance of Citi Consumer Taiwan at completion.

Indonesia

As at 31 December 2021, DBS Bank owned 99% of PT Bank DBS Indonesia (“**DBS Indonesia**”). DBS Indonesia offers a wide range of banking products and services to large corporates, SMEs and affluent individuals. DBS Indonesia is a leading foreign bank in trade finance and wealth management. DBS Indonesia also operates “digibank” for retail and emerging affluent customers.

As at 31 December 2021, DBS Indonesia had total assets of SGD 8.3 billion, gross customer loans and advances of SGD 4.8 billion and customer deposits of SGD 6.2 billion.

Technology and Operations Unit (“T&O”) and Information Technology

T&O plays an instrumental role in driving the DBS Bank Group’s digitalisation agenda. Its key areas of responsibility include technology strategy, architecture and engineering, technology delivery services, business process reengineering, strategic sourcing, call centre and processing operations for deposit accounts, loans, wealth management, custodial services, payments, cards, treasury and trade. T&O is organised to provide in-depth support to the DBS Bank Group’s key businesses, as well as to ensure group-wide consistency, best practice and efficiency.

The DBS Bank Group has significantly increased its investment in T&O in recent years to enhance stability and resiliency of its systems and processes as it expands in the region. T&O has played a major role in the DBS Bank Group’s strategic cost management initiatives to achieve optimisation of processes and resources. It has also been undertaking initiatives to improve agility, enhance security, increase release cadence and build systems designed for application programming interfaces, instrumentation, experimentation and performance.

The DBS Bank Group’s information technology (“IT”) systems are critical to its business operations and are essential to supporting effectively the expansion of its business operations, increasing efficiencies, minimising errors, coordinating and enhancing risk management and control systems, and meeting the needs of its customers. With the DBS Bank Group’s growing business across Asia, it recognises the need for a strong technology and infrastructure platform.

All of the DBS Bank Group’s IT systems comply with regulatory requirements, stringent business and continuity planning standards and undergo regular testing.

Additional Information about the DBS Bank Group

Competition

In Singapore, the DBS Bank Group believes it has captured leading market shares in loans, mortgages and customer deposits. It competes with other Singapore banks across the full range of banking activities and customer segments. Foreign banks have been able to operate in corporate banking, investment banking and capital market activities over the years. Selected foreign banks, in particular those with QFB licences, are able to compete in the consumer banking segment. In Hong Kong, the DBS Bank Group competes with local and foreign banks in the corporate, SME and affluent retail banking segments.

In other markets, where the DBS Bank Group is building up its presence, it competes with local and foreign banks in the full range of corporate banking and treasury market activities. In the consumer banking segment, the DBS Bank Group is focused on affluent customers and competes with other banks operating in this space.

Properties

The DBS Bank Group owns some of the properties used for carrying out its banking business. These properties are located mainly in Singapore, Hong Kong, India and Taiwan and include office and retail branch premises. For some of these properties, surplus space is leased to third-party tenants for additional income.

Employees

The DBS Bank Group had 32,833, 33,002 and 28,419 employees¹, as at 31 December 2021, 2020 and 2019, respectively. Underlying staff count, which excluded certain technology functions that were insourced as part of strategic cost management efforts and staff from Lakshmi Vilas Bank amalgamation was 29,244, 25,409 and 25,033 as at 31 December 2021, 2020 and 2019, respectively.

Employees' remuneration is based on total compensation. An employee's total compensation is benchmarked to the market and consists of three components: fixed pay, cash bonuses and deferred incentives such as share grants.

Insurance

To mitigate losses from specific unexpected and significant event risks, the DBS Bank Group effects group-wide insurance coverage under the DBS Bank Group's insurance programme from third-party insurers. These insurance policies relate to crime and professional indemnity, directors' and officers' liability, cyber risk, property damage and business interruption, general liability and terrorism.

Legal Proceedings

The DBS Bank Group is involved in litigation and arbitration proceedings in Singapore and in foreign jurisdictions involving claims by and against the DBS Bank Group which arise in the ordinary course of its business. While it is not feasible to predict or determine the ultimate outcome of all pending or threatened litigation and arbitration proceedings, the DBS Bank Group believes that the ultimate outcome of the various litigation and arbitration proceedings already commenced will not have a material adverse effect on the DBS Bank Group's financial condition, liquidity or profitability.

¹ Staff count has been remeasured to be based on full-time equivalent. Comparatives have been restated to align to the new basis.

DESCRIPTION OF DBS BANK'S HONG KONG BRANCH

DBS Bank Ltd., Hong Kong branch was registered in Hong Kong as a non-Hong Kong company on 6 March 1991 (Company number F4920) under the Hong Kong Companies Ordinance, with its principal place of business in Hong Kong at 18th floor, The Center, 99 Queen's Road Central, Hong Kong. DBS Bank Ltd. obtained a licence under the Banking Ordinance of Hong Kong on 23 October 1990 (License number 199) and conducts its banking business through its branch in Hong Kong. DBS Bank Ltd. is an authorised institution under the Banking Ordinance of Hong Kong. The Hong Kong branch of DBS Bank Ltd. carries out the Institutional Banking business and Treasury and Market business of the DBS Bank Group in Hong Kong.

DESCRIPTION OF DBS BANK'S LONDON BRANCH

DBS Bank Ltd., London branch was established in 1981 and registered as an overseas company at the Companies House in England and Wales with company number FC010036, branch number BR000664. Its registered office in the UK is at 4th Floor, Paternoster House, 65 St. Paul's Churchyard, London EC4M 8AB. It is authorised by the Prudential Regulation Authority to conduct banking and certain regulated activities in the UK, subject to regulation by the Financial Conduct Authority and limited regulation by the Prudential Regulation Authority.

DESCRIPTION OF DBS BANK'S AUSTRALIA BRANCH

DBS Bank Ltd., Australia branch was established in 2015 and is registered in Australia as a foreign company with Australian Business Number 46 601 105 373. Its registered office is at Suite 1901, Level 19, Chifley Tower, 2 Chifley Square, Sydney NSW 2000. It has been granted authority to carry on banking business in Australia by the Australian Prudential Regulation Authority (“**APRA**”) and is a foreign “authorised deposit-taking institution” (“**foreign ADI**”) as that term is defined under the Banking Act 1959 of the Commonwealth of Australia (the “**Australian Banking Act**”) in the category of a “Branch of a Foreign Bank”.

Covered Bonds issued by DBS Bank are not deposits of DBS Bank Ltd in Australia and are not covered by the depositor protection provisions of Division 2 of Part II of the Australian Banking Act. DBS Bank’s indebtedness in respect of Covered Bonds is affected by applicable laws which include (but are not limited to) section 11F of the Australian Banking Act and section 86 of the Reserve Bank Act 1959 of the Commonwealth of Australia (“**Reserve Bank Act**”). Section 11F of the Australian Banking Act provides that, in the event that a foreign ADI, such as DBS Bank, (whether in or outside Australia) suspends payment or becomes unable to meet its obligations, the assets of the foreign ADI in Australia are to be available to meet its liabilities in Australia in priority to all other liabilities of the foreign ADI. Section 86 of the Reserve Bank Act provides that, notwithstanding anything contained in any law relating to the winding-up of companies, but subject to subsection 13A(3) of the Australian Banking Act (which does not apply to the Issuer as a foreign ADI), debts due to the Reserve Bank of Australia by an authorised deposit-taking institution (including a foreign ADI) shall, in the winding-up of the institution, have priority over all other debts of the ADI. DBS Bank does not make any representation as to whether Covered Bonds would constitute liabilities in Australia under such statutory provisions. The Covered Bonds are not the obligations of any government and, in particular, are not guaranteed by the Commonwealth of Australia.

MANAGEMENT'S DISCUSSION AND ANALYSIS OF FINANCIAL CONDITION AND RESULTS OF OPERATIONS OF THE DBS BANK GROUP

The following discussion and analysis should be read in conjunction with, and is qualified in its entirety by reference to, the audited consolidated financial statements of the DBS Bank Group as at and for the year ended 31 December 2021, including the notes thereto, which are set forth beginning on page F-2 of this Offering Circular, and as at and for the years ended 31 December 2020 and 2019, including the notes thereto, which are incorporated by reference in this Offering Circular. These financial statements have been prepared in accordance with SFRS(I), which differs in certain material respects from U.S. GAAP. Investors should consult their own professional advisers for an understanding of the differences between SFRS(I), U.S. GAAP and the generally accepted accounting principles of other jurisdictions and how those differences might affect the financial information contained in this Offering Circular.

The presentation of certain financial statement line items in this Offering Circular has been aligned to the presentation used by key management personnel to analyse and assess the business performance of the DBS Bank Group from period to period. Such presentation may differ in certain respects from the audited consolidated financial statements of the DBS Bank Group as at and for the year ended 31 December 2021, including the notes thereto, which are set forth beginning on page F-2 of this Offering Circular and as at and for the years ended 31 December 2020 and 2019 incorporated by reference in this Offering Circular and may also differ in certain respects from SFRS(I).

Except as otherwise noted, financial and statistical information presented in this Offering Circular is presented for the DBS Bank Group on a consolidated basis.

Overview

The DBS Bank Group is headquartered and listed in Singapore and has a growing presence in the three key Asian axes of growth: Greater China, South Asia and Southeast Asia. In Singapore, the DBS Bank Group has leading positions in consumer banking, wealth management, institutional banking, treasury and capital markets.

As at 31 December 2021, the DBS Bank Group had SGD 687 billion in total assets, SGD 409 billion in customer loans and advances, SGD 502 billion in customer deposits and SGD 57 billion in total shareholders' funds. As at 31 December 2021, approximately 66% of the DBS Bank Group's total assets (excluding goodwill and intangibles) and 61% of gross customer loans were accounted for in Singapore. As at 31 December 2020 and 2019, 66% and 65%, respectively, of the DBS Bank Group's total assets (excluding goodwill and intangibles) were accounted for in Singapore.

Singapore

The DBS Bank Group is one of the largest banking and financial services providers in Singapore by total assets and is a market leader in Singapore dollar denominated customer loans and advances, housing loans, internet banking services and Singapore dollar denominated customer deposits. As at 31 December 2021, the DBS Bank Group served more than five million retail customers. As at 31 December 2021, the DBS Bank Group in Singapore had total assets (excluding goodwill and intangibles) of SGD 450.2 billion, gross customer loans and advances of SGD 254.0 billion, and customer deposits of SGD 353.3 billion. The DBS Bank Group reported net profit (excluding one-time items) for its Singapore operations of SGD 4.71 billion in 2021, SGD 3.35 billion in 2020, and SGD 4.67 billion in 2019.

Hong Kong

Hong Kong, the anchor of the DBS Bank Group's Greater China franchise, is the second principal operation of the DBS Bank Group after Singapore. A large part of the DBS Bank Group's Hong Kong operations is conducted through DBSHK, a wholly-owned subsidiary of DBS Bank. DBS Bank also operates a branch in Hong Kong. As at 31 December 2021, the DBS Bank Group's Hong Kong operations had total assets (excluding goodwill and intangibles) of SGD 106.2 billion, gross customer loans and advances of SGD 80.1 billion, and customer deposits of SGD 76.9 billion. The DBS Bank Group reported net profit (excluding one-time items) for its Hong Kong operations of SGD 1.19 billion in 2021, SGD 963 million in 2020 and SGD 1.43 billion in 2019.

International Presence Outside of Singapore and Hong Kong

Outside of its primary markets, the DBS Bank Group has a growing presence in China, Taiwan, India and Indonesia. The DBS Bank Group seeks to build its franchises in these growth markets to achieve a more balanced geographic mix. The DBS Bank Group also leverages the growth and network of these locations to drive connectivity, supporting its customers as they expand across Asia.

In 2021, the DBS Bank Group's operations in Rest of Greater China, which includes China and Taiwan, reported net profit (excluding one-time item) of SGD 306 million and total income (excluding one-time item) of SGD 1.23 billion. In 2020, the DBS Bank Group's operations in Rest of Greater China reported net profit of SGD 171 million and total income of SGD 1.11 billion. In 2019, the DBS Bank Group's operations in Rest of Greater China reported net profit of SGD 210 million and total income of SGD 1.06 billion.

In 2021, the DBS Bank Group's operations in South and Southeast Asia reported net profit of SGD 236 million and total income of SGD 1.12 billion. In 2020, the DBS Bank Group's operations in South and Southeast Asia, which includes its India and Indonesia franchises, reported net profit of SGD 104 million and total income of SGD 1.10 billion. In 2019, the DBS Bank Group's operations in South and Southeast Asia, which includes its India and Indonesia franchises, reported net loss of SGD 22 million and total income of SGD 969 million.

Factors Affecting Financial Condition and Results of Operations

The DBS Bank Group's financial condition and results of operations are affected by various factors, including the ones described below.

Economic Conditions in Singapore and Hong Kong

The DBS Bank Group's financial performance is dependent on the general economic and political developments in Singapore and Hong Kong.

According to the Singapore Department of Statistics, Singapore's real GDP grew by 7.6% in 2021, rebounding from the 4.1% contraction recorded in 2020. According to the Ministry of Trade and Industry ("MTI"), the Singapore economy is expected to grow by 3-5% in 2022. According to the Census and Statistics Department of Hong Kong, Hong Kong's real GDP grew by 6.4% in 2021, following a 6.1% contraction in 2020. According to the Office of Government Economist, the Hong Kong economy is expected to grow by 2-3.5% in 2022.

Interest Rate Environment

Interest rate movements have a significant impact on the DBS Bank Group's results of operations. The magnitude and timing of interest rate changes, as well as differences in the magnitude of such interest rate changes between the DBS Bank Group's assets and liabilities, have a significant impact on its net interest margins and its profitability. Movements in short and long-term interest rates affect the DBS Bank Group's interest income and interest expense as well as the level of gains and losses on its securities portfolio.

The DBS Bank Group's net interest income accounted for 59%, 62% and 66% of its total income in the years ended 31 December 2021, 2020 and 2019, respectively. Net interest income is principally affected by yields on interest earning assets, costs of interest-bearing liabilities and the volumes of interest earning assets and interest-bearing liabilities. The DBS Bank Group's yields and costs are functions of its lending and deposit rates, interbank rates, yields on government and other debt securities, and costs of term debts and other borrowings, which are generally linked to the interest rate environment. In addition, lending and deposit rates are significantly influenced by competition in the markets in which the DBS Bank Group operates.

Liquidity

Liquidity obligations arise from withdrawals of deposits, repayments of purchased funds at maturity, and extensions of credit and working capital needs. The DBS Bank Group seeks to project, monitor and manage its liquidity needs under normal as well as adverse circumstances. Adverse market and economic conditions may limit or adversely affect the DBS Bank Group's access to funding.

Adverse economic conditions may also limit or negatively affect the DBS Bank Group's ability to attract deposits, replace maturing liabilities in a timely manner and at commercially acceptable rates, satisfy statutory liquidity requirements and access the capital markets.

Approximately 80%, 78% and 77% of the DBS Bank Group's total liabilities were attributable to customer deposits and 5% were attributable to interbank liabilities for 31 December 2021, 2020 and 2019. As at 31 December 2021, 2020 and 2019, the DBS Bank Group had total customer deposits and interbank liabilities of SGD 532 billion, SGD 493 billion and SGD 428 billion respectively, and a loan-to-deposit ratio of 81%, 80% and 89%, respectively. The DBS Bank Group's funding is also supplemented by debt issuances, including medium term notes, commercial papers, certificates of deposit and covered bonds. As at 31 December 2021, 2020 and 2019, the DBS Bank Group had total debt issuances of SGD 46.9 billion, SGD 39.2 billion and SGD 53.3 billion, respectively, representing 7%, 7% and 10% of total liabilities, respectively. The DBS Bank Group's liquidity coverage ratio ("LCR") and net stable funding ratios were kept above the regulatory requirement of 100% throughout 2021.

Critical Accounting Estimates

The DBS Bank Group's accounting policies and use of estimates are integral to the reported amounts in the financial statements. Certain accounting estimates require management's judgment in determining the appropriate methodology for valuation of assets and liabilities. Procedures are in place to ensure that methodologies are reviewed and revised as appropriate. The DBS Bank Group believes its estimates for determining the valuation of its assets and liabilities are appropriate. The following is a brief description of the DBS Bank Group's critical accounting estimates involving management's valuation judgment. The DBS Bank Group's significant accounting policies are described in more detail in Note 2 to the DBS Bank Group's audited consolidated financial statements for the year ended 31 December 2021, which are set forth beginning on page F-2 of this Offering Circular.

Impairment of Financial Assets

It is the DBS Bank Group's policy to recognise, through charges against profit, allowances in respect of estimated and inherent credit losses in its portfolio.

Expected credit losses ("ECL") are probability-weighted amounts determined by evaluating a range of possible outcomes and taking into account past events, current conditions and assessments of future economic conditions, which will necessarily involve the use of judgment.

The COVID-19 pandemic, related measures to control the spread of the virus and governmental support to mitigate the impact of the pandemic had a profound economic impact on the DBS Bank Group's key

markets. A significant degree of judgement is thus required in estimating the ECL in the current environment.

Fair Value of Financial Instruments

The majority of the DBS Bank Group's financial instruments reported at fair value are based on quoted and observable market prices or on internally developed models that are based on independently sourced or verified market parameters.

The fair value of financial instruments without an observable market price in an active market may be determined using valuation models. The choice of model requires significant judgment for complex products especially those in the Treasury Markets segment.

Policies and procedures have been established to facilitate the exercise of judgment in determining the risk characteristics of various financial instruments, discount rates, estimates of future cash flows and other factors used in the valuation process.

Goodwill Impairment

The DBS Bank Group performs an impairment review to ensure that the carrying amount of a cash-generating unit ("CGU") to which goodwill is allocated does not exceed the recoverable amount of the CGU.

The recoverable amount represents the present value of the estimated future cash flows expected to arise from continuing operations. Therefore, in arriving at the recoverable amount, management exercises judgment in estimating the future cash flows, growth rate and discount rate.

Income Taxes

The DBS Bank Group has exposure to income taxes in several jurisdictions. The DBS Bank Group recognises liabilities for expected tax issues based on reasonable estimate of whether additional tax will be due. Where uncertainty exists around the DBS Bank Group's tax position, appropriate provisions are provided based on the technical assessment of the cases. Where the final tax outcome of these positions is different from the provision provided, the differences will impact the income tax and deferred tax balances in the period in which the final tax is determined.

Results of Operations for 2021, 2020 and 2019

The DBS Bank Group's net profit (excluding one-time items) increased by 43% to SGD 6.78 billion in 2021 from SGD 4.75 billion in 2020 and decreased by 27% in 2020 from SGD 6.47 billion in 2019.

Return on assets was 1.02%, 0.75% and 1.14% as at 31 December 2021, 2020 and 2019, respectively. The DBS Bank Group's total capital adequacy ratio ("CAR") was 17.0%, 16.9% and 16.9% as at 31 December 2021, 2020 and 2019, respectively. The DBS Bank Group's Tier 1 CAR was 15.0%, 15.1% and 15.1% as at 31 December 2021, 2020 and 2019, respectively.

Net Interest Income and Net Interest Margin

The DBS Bank Group's net interest income decreased by 7% to SGD 8.44 billion in 2021, from SGD 9.10 billion in 2020 due to a 18 basis point decline in net interest margin to 1.45%. Net interest income represented 59% of total income in 2021 and 62% of total income in 2020.

The DBS Bank Group's net interest income decreased by 6% to SGD 9.10 billion in 2020, from SGD 9.70 billion in 2019, due to a 27 basis point decrease in net interest margin to 1.63%. Net interest income represented 62% of total income in 2020 and 66% of total income in 2019.

Average Balance Sheets and Interest Rates

The following table sets forth the average balances of the DBS Bank Group's interest earning assets and interest-bearing liabilities, the related interest income or expense and average interest rates for the periods indicated.

	Years ended 31 December								
	2019			2020			2021		
	Average Balance	Interest	Average Rate	Average Balance	Interest	Average Rate	Average Balance	Interest	Average Rate
	<i>In SGD millions, except percentages</i>								
Interest earning assets									
Customer non-trade loans.....	306,598	10,247	3.34 %	327,703	8,062	2.45 %	349,712	6,953	1.99%
Trade assets.....	45,610	1,574	3.45 %	46,761	1,017	2.17 %	47,264	640	1.36%
Interbank assets.....	49,078	877	1.79 %	69,040	647	0.93 %	71,023	418	0.59%
Securities and others.....	108,223	2,894	2.67 %	115,494	2,484	2.14 %	114,539	2,179	1.90%
Total	509,509	15,592	3.06 %	558,998	12,210	2.18 %	582,538	10,190	1.75%
Interest-bearing liabilities									
Customer deposits.....	397,788	4,129	1.04 %	443,324	2,175	0.49 %	480,569	1,186	0.25%
Other borrowings ⁽³⁾	85,007	1,767	2.08 %	86,809	934	1.07 %	74,618	569	0.76%
Total	482,795	5,896	1.22 %	530,133	3,109	0.58 %	555,187	1,755	0.32%
Net interest income		9,696			9,101			8,435	
Net interest spread⁽¹⁾			1.84 %			1.60 %			1.43%
Net interest margin⁽²⁾			1.90 %			1.63 %			1.45%

Notes:

- (1) The difference between the rate earned on average interest earning assets and the rate paid/payable on average interest-bearing liabilities.
- (2) Net interest income expressed as a percentage of average interest earning assets.
- (3) Includes amount due to holding company.

Volume and Rate Analysis

The following table allocates changes in interest income and interest expense between changes in volume and changes in rate for 2021 compared with 2020 and 2020 compared with 2019. Information is provided with respect to:

- (i) effects attributable to changes in volume (changes in volume multiplied by prior rate); and
- (ii) effects attributable to changes in rate (changes in rate multiplied by current volume).

Volume and rate variances have been calculated based on movements in average balances over the period indicated and changes in interest rates based on average interest-bearing assets and liabilities. Variances caused by changes in both volume and rate have been allocated to both volume and rate based on the proportional change in either volume or rate.

2020 vs 2019			2021 vs 2020		
Volume	Rate	Net Change	Volume	Rate	Net Change
<i>In SGD millions</i>					

Interest Income

	2020 vs 2019			2021 vs 2020		
	Volume	Rate	Net Change	Volume	Rate	Net Change
	<i>In SGD millions</i>					
Customer non-trade loans	519	(2,732)	(2,213)	438	(1,524)	(1,086)
Trade assets.....	25	(587)	(562)	11	(385)	(374)
Interbank assets	187	(420)	(233)	19	(247)	(228)
Securities and others	156	(574)	(418)	(21)	(279)	(300)
Total	887	(4,313)	(3,426)	447	(2,435)	(1,988)
Interest expense						
Customer deposits.....	223	(2,189)	(1,966)	183	(1,168)	(985)
Other borrowings	19	(857)	(838)	(131)	(232)	(363)
Total	242	(3,046)	(2,804)	52	(1,400)	(1,348)
Net impact on net interest income...	645	(1,267)	(622)	395	(1,035)	(640)
Due to change in number of days			27			(26)
Net Interest income			(595)			(666)

Non-Interest Income

The following table shows information with respect to the DBS Bank Group's non-interest income for the periods indicated:

	Years ended 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Net fee and commission income.....	3,053	3,061	3,526
Other non-interest income			
Net trading income ⁽¹⁾	1,448	1,388	1,774
Net income from investment securities	334	963	387
Net gain from fixed assets	1	8	17
Others ⁽²⁾⁽³⁾	73	82	138
Total	4,909	5,502	5,842

Notes:

- (1) Includes income from trading businesses through foreign exchange, interest rates, credit and equities and other businesses and gains or losses from changes in the value of financial assets and financial liabilities designated at fair value.
- (2) Includes rental income, share of profits or losses of associates and others.
- (3) Excludes one-time item.

Total non-interest income increased by 6% to SGD 5.84 billion in 2021 from SGD 5.50 billion in 2020. Total non-interest income increased by 12% to SGD 5.50 billion in 2020 from SGD 4.91 billion in 2019. Total non-interest income accounted for 41%, 38% and 34% of the DBS Bank Group's total income in 2021,

2020 and 2019 respectively. The increase in 2021 was mainly driven by a 15% increase in net fee income. The increase in 2020 was mainly driven by higher gains from investment securities.

Net Fee and Commission Income

The following table shows information with respect to the DBS Bank Group's net fee and commission income for the periods indicated:

	Years ended 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Investment banking	214	148	220
Transaction services ⁽¹⁾⁽²⁾	826	824	924
Loan-related	407	417	413
Cards ⁽³⁾	790	641	715
Wealth management ⁽¹⁾	1,338	1,506	1,786
Fee and commission income	<u>3,575</u>	<u>3,536</u>	<u>4,058</u>
Less: Fee commission expense	(522)	(475)	(532)
Net fee and commission income⁽⁴⁾	<u>3,053</u>	<u>3,061</u>	<u>3,526</u>

Notes:

- (1) The institutional and retail brokerage fees previously presented under brokerage line have been reclassified to transaction services and wealth management lines respectively. Prior year's comparatives have been restated to conform with current year's presentation.
- (2) Include trade and remittances, guarantees and deposit-related fees.
- (3) Card fees are net of interchange fees paid.
- (4) 2021 includes net fee and commission income of SGD 139 million (2020: SGD 136 million; 2019: SGD 113 million), which was derived from the provision of trust and other fiduciary services during the year. Net fee and commission income earned from financial assets or liabilities not at fair value through profit or loss was SGD 895 million (2020: SGD 829 million; 2019: SGD 905 million) during the year.

In 2021, net fee and commission income increased by 15% to SGD 3.53 billion from SGD 3.06 billion in 2020. Fee and commission income growth was broad-based across wealth management, transaction services, cards and investment banking fees.

In 2020, net fee and commission was stable from a year ago, as higher wealth management fees were offset by lower cards and investment banking fees.

Net fee and commission income accounted for 25%, 21% and 21% of the DBS Bank Group's total income in 2021, 2020 and 2019.

Other Non-interest Income

Other non-interest income decreased by 5% to SGD 2.32 billion in 2021 from SGD 2.44 billion in 2020, after a 32% increase in 2020 from SGD 1.86 billion in 2019. Compared to the previous year, the decrease in other non-interest income in 2021 was from a decline in gains from investment securities, which offset record trading income. In 2020, the increase in other non-interest income was due to higher income from investment securities.

Expenses

The following table shows information with respect to the DBS Bank Group's expenses for the periods indicated:

	Years ended 31 December		
	2019	2020	2021
	<i>In SGD millions, except percentages</i>		
Staff ⁽¹⁾	3,514	3,550	3,875
Computerisation	1,062	1,093	1,080
Occupancy.....	452	452	416
Revenue-related	351	332	369
Others ⁽²⁾	869	721	715
Total	6,248	6,148	6,455
Cost-to-income ratio ⁽³⁾	42.8%	42.1%	45.2%

Notes:

- (1) Includes salary and bonus expenses, contributions to defined contribution plans, share-based expenses and other staff-related expenses.
- (2) Excludes one-time item.
- (3) Expenses expressed as a percentage of total income.

In 2021, total expenses increased by 5% to SGD 6.46 billion from SGD 6.15 billion in 2020.

In 2020, total expenses decreased by 2% to SGD 6.15 billion from SGD 6.25 billion in 2019.

Allowances for Credit and Other Losses

The following table shows information with respect to the DBS Bank Group's allowances for credit and other losses for the periods indicated:

	Years ended 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
General allowances⁽¹⁾	(58)	1,713	(447)
Specific allowances for loans and other credit exposures			
Specific allowances for loans ⁽¹⁾⁽²⁾	698	1,174	471
Singapore	336	518	44
Hong Kong.....	59	157	136
Rest of Greater China.....	37	171	62
South and Southeast Asia	267	247	221
Rest of the World.....	(1)	81	8

	Years ended 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Specific allowances for other credit exposures	64	176	27
	762	1,350	498
Specific allowances for securities, properties and others	(1)	3	1
Total	703	3,066	52

Notes:

- (1) General allowances: Expected Credit Loss (“ECL”) Stage 1 and 2; Specific allowances: ECL Stage 3.
- (2) Specific allowances for loans are classified according to the location where the borrower is incorporated.

In 2021, total allowances decreased by 98% to SGD 52 million from SGD 3,066 million in 2020. Specific allowances fell two-thirds to SGD 499 million, while general allowances of SGD 447 million were written back from repayments of weaker exposures, credit upgrades and transfers to NPAs.

In 2020, total allowances more than quadrupled to SGD 3,066 million from SGD 703 million in 2019, mainly due to higher general allowances prudently set aside for asset quality risks.

Profit before Tax (excluding one-time items)

Profit before tax (excluding one-time items) increased by 44% to SGD 7.77 billion in 2021 from SGD 5.39 billion in 2020, after a 30% decrease in 2020 from SGD 7.65 billion in 2019.

Taxation (excluding one-time items)

The DBS Bank Group’s taxation expense was SGD 967 million in 2021, SGD 603 million in 2020 and SGD 1,153 million in 2019. This resulted in effective tax rates (“taxation expenses” divided by “profit before tax” (excluding one-time items)) of 12% in 2021, 11% in 2020 and 15% in 2019. Taxation for the DBS Bank Group is determined on an entity by entity basis. The statutory corporate income tax rate in Singapore was 17% from 2019 to 2021.

Net Profit (excluding one-time items)

The following table shows the reconciliation of management’s view of net profit (excluding one-time items) with the presentation of “net profit for the year attributable to shareholders” in the DBS Bank Group’s audited consolidated financial statements.

	Years ended 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Net Profit	6,471	4,754	6,777
One-time items	-	-	4
Net Profit for the year attributable to shareholders ⁽¹⁾	6,471	4,754	6,781

Note:

- (1) As shown in the DBS Bank Group's audited consolidated income statements. The DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 are set forth beginning on page F-2 of this Offering Circular.

The DBS Bank Group's net profit (excluding one-time items) increased by 43% to SGD 6.78 billion in 2021 from SGD 4.75 billion in 2020 as total income decreased by 2% to SGD 14.3 billion from SGD 14.6 billion..

The DBS Bank Group's net profit decreased by 27% to SGD 4.75 billion in 2020 from SGD 6.47 billion in 2019 as total income remained flat at SGD 14.6 billion.

In Singapore, the DBS Bank Group's net profit (excluding one-time items) increased by 40% to SGD 4.71 billion in 2021, from SGD 3.35 billion in 2020. Total income decreased by 5% to SGD 8.92 billion as higher fee income was offset by a decline in net interest income and lower gains from investment securities. Expenses were higher by 3% at SGD 3.71 billion. A general allowance write-back and a 63% decline in specific allowances resulted in a net total allowance write-back of SGD 14 million. In 2020, net profit decreased 28% to SGD 3.35 billion from SGD 4.67 billion in 2019. Total income increased by 1% to SGD 9.37 billion mainly due to higher investment gains. Total allowances increased by SGD 1.85 billion to SGD 2.07 billion mainly due to higher general allowances prudently set aside for asset quality risks.

In Hong Kong, the DBS Bank Group's net profit increased by 24% to SGD 1.19 billion in 2021 from SGD 963 million in 2020. Total income decreased by 2% to SGD 2.48 billion from SGD 2.53 billion in 2020. Expenses were flat at SGD 1.06 billion. In constant-currency terms, net profit increased by 27% with total income rising by 1% and expenses increasing by 2%. Total allowances amounted to SGD 7 million from a general allowance write-back and lower specific allowances. In 2020, net profit decreased by 33% to SGD 963 million from SGD 1.43 billion in 2019 due to a lower net interest margin and higher total allowances.

Outside of Singapore and Hong Kong, the DBS Bank Group's Rest of Greater China reported a net profit (excluding one-time items) of SGD 306 million in 2021 compared to a net profit of SGD 171 million in 2020. The increase in 2021 was mainly due to higher non-interest income and lower specific allowances. The decrease in 2020 was mainly due to lower non-interest income.

In South and Southeast Asia, the net profit more than doubled to SGD 236 million in 2021, from SGD 104 million in 2020. It recorded a net loss of SGD 22 million in 2019 as a tax charge of SGD 38 million was incorporated due to a revaluation of deferred tax assets resulting from a cut in India's corporate tax rate. Excluding the tax charge, the decline in net profit was mainly due to higher allowances and expense growth which more than offset the increase in operating income.

In the Rest of the World, the net profit doubled to SGD 340 million in 2021 from SGD 166 million in 2020 due to a net total allowance write-back. In 2020, net profit decreased from SGD 186 million in 2019 mainly due to higher allowances.

Financial Condition

Total Assets

The DBS Bank Group's total assets as at 31 December 2021 were SGD 687 billion compared to SGD 651 billion as at 31 December 2020 and SGD 579 billion as at 31 December 2019. The increase in total assets between 31 December 2021 and 31 December 2020 was led by higher customer loans. The increase in total assets between 31 December 2020 and 31 December 2019 was primarily due to higher customer loans as well as higher balances with central banks and other financial institutions.

The following table sets forth the principal components of the DBS Bank Group's total assets as at the dates indicated.

	As at 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Cash and balances with central banks	26,360	50,618	56,377
Government securities and treasury bills.....	49,729	51,700	53,262
Due from banks	39,300	50,816	51,292
Derivatives.....	17,250	31,116	19,706
Bank and corporate securities	63,746	65,456	69,692
Loans and advances to customers	357,884	371,171	408,993
Other assets ⁽¹⁾	15,423	19,495	15,894
Due from holding company.....	-	911	719
Associates and joint ventures	835	862	2,172
Properties and other fixed assets	3,225	3,338	3,262
Goodwill and intangibles.....	5,170	5,323	5,362
Total	578,922	650,806	686,731

Note:

- (1) Include accrued interest receivable, deposits and prepayments, receivable from securities business, cash collateral pledged, deferred tax assets and sundry debtors and others.

Customer Loans

Customer loans are the largest component of the DBS Bank Group's total assets, having accounted for 60%, 57% and 62% of total assets as at 31 December 2021, 2020 and 2019, respectively. The DBS Bank Group's customer loans net of allowances for loan impairment were SGD 409 billion as at 31 December 2021, a 10% increase from SGD 371 billion as at 31 December 2020. The DBS Bank Group's customer loans net of allowances for loan impairment as at 31 December 2020 represented a 4% increase from SGD 358 billion as at 31 December 2019.

The following table sets forth customer loans and advances, net of allowances for loan impairment, as at the dates indicated.

	As at 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Gross customer loans.....	362,427	377,770	415,072
ECL ⁽¹⁾ Stage 3 (SP) ⁽²⁾	(2,305)	(2,692)	(2,545)
ECL ⁽¹⁾ Stage 1 & 2 (GP) ⁽²⁾	(2,238)	(3,907)	(3,534)
Net total customer loans	357,884	371,171	408,993
Gross customer loans by geography⁽³⁾			
Singapore	168,704	176,402	191,831

	As at 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Hong Kong.....	55,062	59,093	70,216
Rest of Greater China.....	53,009	53,278	59,150
South and Southeast Asia.....	29,438	30,362	30,784
Rest of the World.....	56,214	58,635	63,091
Gross customer loans	362,427	377,770	415,072
Gross customer loans by currency			
Singapore dollar.....	144,878	151,110	159,305
U.S. dollar.....	108,106	105,656	121,691
Hong Kong dollar.....	44,310	42,289	49,685
Renminbi.....	14,019	16,824	19,203
Others.....	51,114	61,891	65,188
Gross customer loans	362,427	377,770	415,072

Notes:

- (1) Refers to expected credit loss.
- (2) Balances refer to ECL under SFRS(I) 9 (specific allowances: Stage 3 ECL; general allowances: Stage 1 and Stage 2 ECL).
- (3) Based on the location of incorporation of the borrower or the issuing bank in the case of bank backed export financing.

Gross customer loans increased by 10% to SGD 415 billion as at 31 December 2021 from SGD 378 billion as at 31 December 2020 primarily from growth across non-trade corporate loans, trade loans, housing loans and wealth management loans. The increase in customer loans of SGD 15 billion from 31 December 2019 to 31 December 2020 was primarily due to growth in non-trade corporate loans.

Cash and Balances with Central Banks

Cash and cash balances with central banks (excluding cash on hand) was SGD 54.2 billion as at 31 December 2021, a SGD 6.0 billion increase from SGD 48.2 billion as at 31 December 2020. Cash and balances with central banks (excluding cash on hand) was SGD 48.2 billion as at 31 December 2020, a SGD 24.1 billion increase from SGD 24.1 billion as at 31 December 2019. The DBS Bank Group's cash on hand was SGD 2.1 billion as at 31 December 2021, SGD 2.4 billion as at 31 December 2020 and SGD 2.3 billion as at 31 December 2019.

The DBS Bank Group's restricted balances with central banks were SGD 9.7 billion, SGD 8.4 billion and SGD 6.4 billion as at 31 December 2021, 2020 and 2019, respectively. The DBS Bank Group's non-restricted balances with central banks were SGD 44.6 billion, SGD 39.8 billion and SGD 17.6 billion as at 31 December 2021, 2020 and 2019, respectively.

Government securities and treasury bills

As at 31 December 2021, the DBS Bank Group had SGD 53.3 billion in government securities and treasury bills, a 3% increase from SGD 51.7 billion as at 31 December 2020. As at 31 December 2021, SGD 17.9 billion of the DBS Bank Group's government securities and treasury bills were classified as fair value

through other comprehensive income, representing a 3% increase from 2020. SGD 12.7 billion were classified as fair value through profit or loss. SGD 22.7 billion were classified as amortised cost.

As at 31 December 2020, the DBS Bank Group had SGD 51.7 billion in government securities and treasury bills, a 4% increase from SGD 49.7 billion as at 31 December 2019. As at 31 December 2020, SGD 17.4 billion of the DBS Bank Group's government securities and treasury bills were classified as fair value through other comprehensive income, representing a 12% decrease from 2019 and SGD 12.6 billion were classified as fair value through profit or loss, which represented a 27% increase from 2019. SGD 21.7 billion were classified as amortised cost.

Bank and corporate securities

The DBS Bank Group's bank and corporate securities were SGD 69.7 billion, SGD 65.5 billion and SGD 63.7 billion as at 31 December 2021, 2020 and 2019, respectively.

Total Liabilities

The DBS Bank Group's total liabilities as at 31 December 2021 of SGD 628 billion represented a 6% increase from SGD 595 billion as at 31 December 2020. The increase in total liabilities in 2021 was primarily due to higher customer deposits. The DBS Bank Group's total liabilities as at 31 December 2020 of SGD 595 billion represented a 13% increase from SGD 526 billion as at 31 December 2019. The increase in total liabilities in 2020 was primarily due to higher customer deposits.

The following table sets forth the principal components of the DBS Bank Group's total liabilities as at the dates indicated.

	As at 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Due to banks	23,773	28,220	30,209
Deposits and balances from customers	404,289	464,850	501,959
Derivatives	17,633	33,088	20,416
Other liabilities ⁽¹⁾	20,843	21,987	18,594
Other debt securities	53,310	39,229	46,901
Due to holding company	5,963	7,473	10,252
Total	525,811	594,847	628,331

Note:

- (1) Include sundry creditors and others, cash collaterals received, accrued interest payable, current tax liabilities, deferred tax liabilities, provision for loss in respect of off-balance sheet credit exposures, short sale of securities and payable in respect of securities business.

Due to Banks

The DBS Bank Group's due to banks were SGD 30.2 billion, SGD 28.2 billion and SGD 23.8 billion as at 31 December 2021, 2020 and 2019, respectively.

Deposits and balances from customers

Customer deposits were the largest component of the DBS Bank Group's total liabilities, accounting for 80%, 78% and 77% of total liabilities as at 31 December 2021, 2020 and 2019, respectively. The DBS Bank Group's customer deposits were SGD 502 billion as at 31 December 2021, representing an increase of 8% from SGD 465 billion as at 31 December 2020. This was primarily due to an increase in savings accounts and current accounts. As at 31 December 2020, the DBS Bank Group's customer deposits

increased by 15% from SGD 404 billion as at 31 December 2019. The increase was primarily due to an increase in savings accounts and current accounts.

The loan-to-deposit ratio was 81%, 80% and 89% as at 31 December 2021, 2020 and 2019, respectively.

The following table sets forth customer deposits as at the dates indicated.

	As at 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Customer deposits.....	404,289	464,850	501,959
Customer deposits by currency			
Singapore dollar	162,509	204,469	219,838
U.S. dollar	140,769	152,799	174,338
Hong Kong dollar.....	37,078	38,924	31,067
Renminbi	13,257	16,182	20,995
Others	50,676	52,476	55,721
Customer deposits	404,289	464,850	501,959
Customer deposits by product			
Fixed deposits	162,693	123,583	113,731
Savings accounts	157,343	195,802	221,908
Current accounts	81,014	142,029	159,453
Others	3,239	3,436	6,867
Customer deposits	404,289	464,850	501,959

Other Debt Securities

As at 31 December 2021, the DBS Bank Group's other debt securities, which consisted of negotiable certificates of deposit issued by subsidiaries and other debt securities issued by DBS Bank and its subsidiaries, totalled SGD 46.9 billion, as compared with SGD 39.2 billion and SGD 53.3 billion as at 31 December 2020 and 2019, respectively. The increase in other debt securities in 2021 was mainly due to higher commercial papers, while the decrease in 2020 was due to lower senior medium term notes and commercial papers. Of the DBS Bank Group's other debt securities in issue as at 31 December 2021, 2020 and 2019, SGD 35.9 billion, SGD 30.6 billion and SGD 40.1 billion, respectively, were due within one year.

Non-controlling Interests

Non-controlling interests include perpetual instruments and preference shares issued by DBS Bank's subsidiaries. As at 31 December 2021, the non-controlling interests of the DBS Bank Group amounted to SGD 1,165 million, as compared with SGD 976 million as at 31 December 2020 and SGD 960 million as at 31 December 2019. Further details regarding the assets and liabilities of the DBS Bank Group are set forth under the heading "*Description of the Assets and Liabilities of the DBS Bank Group*".

Off-Balance Sheet Items

As at 31 December 2021, the DBS Bank Group's contingent liabilities, commitments and financial derivatives notional were SGD 34 billion, SGD 332 billion and SGD 2,309 billion, respectively, of which commitments that were unconditionally cancellable at any time amounted to SGD 265 billion. As at 31 December 2020 and 2019, the DBS Bank Group's total contingent liabilities and commitments were SGD 336 billion and SGD 326 billion, respectively, of which commitments that were unconditionally cancellable

at any time amounted to SGD 251 billion and SGD 248 billion, respectively, and financial derivatives notional of SGD 2,114 billion and SGD 2,190 billion, respectively.

Business Segment Analysis

The following table sets out the DBS Bank Group's results (excluding one-time items), total assets and total liabilities by business segments for the periods indicated.

In SGD millions	Consumer Banking/ Wealth Management	Institutional Banking	Treasury Markets ⁽¹⁾	Others	Total
As at and for the year ended 31 December 2021					
Net interest income	2,548	3,999	783	1,105	8,435
Non-interest income	2,774	1,985	726	357	5,842
Total income	5,322	5,984	1,509	1,462	14,277
Total expenses	3,353	2,086	647	369	6,455
Allowances for credit and other losses	46	141	(5)	(130)	52
Profit before tax	1,923	3,757	867	1,223	7,770
Total assets before goodwill and intangibles	127,268	313,180	163,554	77,367	681,369
Goodwill and intangibles					5,362
Total assets					686,731
Total liabilities	267,870	211,613	88,840	60,008	628,331
As at and for the year ended 31 December 2020					
Net interest income	3,339	3,995	840	927	9,101
Non-interest income	2,428	1,750	596	728	5,502
Total income	5,767	5,745	1,436	1,655	14,603
Total expenses	3,288	1,987	634	239	6,148
Allowances for credit and other losses	456	1,485	14	1,111	3,066
Profit before tax	2,023	2,273	788	305	5,389
Total assets before goodwill and intangibles	116,845	292,850	160,638	75,150	645,483
Goodwill and intangibles					5,323
Total assets					650,806
Total liabilities	253,893	223,598	66,593	50,763	594,847
As at and for the year ended 31 December 2019					
Net interest income	4,037	4,309	138	1,212	9,696
Non-interest income	2,262	1,764	794	89	4,909
Total income	6,299	6,073	932	1,301	14,605
Total expenses	3,280	2,015	614	339	6,248
Allowances for credit and other losses	242	327	(5)	139	703
Profit before tax	2,777	3,731	323	823	7,654
Total assets before goodwill and intangibles	117,088	278,336	105,538	72,790	573,752
Goodwill and intangibles					5,170
Total assets					578,922
Total liabilities	223,574	195,114	50,815	56,308	525,811

Note:

- (1) With effect from 1st January 2021, the functional currency of the Treasury Markets trading business in Singapore has been changed prospectively from Singapore dollars to U.S. dollars. The wholesale assets and liabilities have been aligned to the new operating model. The change has no impact to the overall profit or loss and financial position of the DBS Group.

The business segment results are prepared based on the DBS Bank Group's internal management reporting which reflects the organisation management structure. As the activities of the DBS Bank Group are highly integrated, internal allocation has been made in preparing the segment information. Amounts for each business segment are shown after the allocation of certain centralised costs, funding income and the application of transfer pricing, where appropriate.

Transactions between segments are recorded within the segment as if they are third party transactions and are eliminated on consolidation.

Consumer Banking/Wealth Management

Consumer Banking/Wealth Management provides individual customers with a diverse range of banking and related financial services. The products and services available to customers include current and savings accounts, fixed deposits, loans and home finance, cards, payments, investment and insurance products.

Institutional Banking

Institutional Banking provides financial services and products to institutional clients, including bank and non-bank financial institutions, government linked companies, large corporates and small and medium-sized businesses. The business focuses on broadening and deepening customer relationships. Products and services comprise the full range of credit facilities from short-term working capital financing to specialised lending. It also provides global transactional services such as cash management, trade finance and securities and fiduciary services; treasury and markets products; corporate finance and advisory banking as well as capital markets solutions.

Treasury Markets

Treasury Markets' activities primarily include structuring, market-making and trading across a broad range of treasury products. Income from sale of treasury products offered to customers of Consumer Banking/Wealth Management and Institutional Banking is not reflected in the Treasury Markets segment, but in the respective customer segments.

Others

Others segment encompasses the results of corporate decisions that are not attributed to business segments as well as the contribution of LVB as its activities have not been aligned with DBS Bank Group's segment definitions. It includes earnings on capital deployed into high quality assets, earnings from non-core asset sales and certain other head office items such as centrally raised allowances. DBS Vickers is also included in this segment.

Capital Management and Planning

The Board of Directors is responsible for setting the DBS Bank Group's capital management objective, which is to maintain a strong capital position consistent with regulatory requirements under MAS Notice 637 and the expectations of various stakeholders, including customers, investors and rating agencies. The Board articulates this objective in the form of capital targets. This objective is pursued while delivering returns to shareholders and ensuring that adequate capital resources are available for business growth and investment opportunities as well as adverse situations, taking into consideration the DBS Bank Group's strategic plans and Risk Appetite.

Process

The DBS Bank Group's capital management objective is implemented via a capital management and planning process that is overseen by the Capital Committee. The Chief Financial Officer ("CFO") chairs the Capital Committee. The Capital Committee receives regular updates on the DBS Bank Group's current and projected capital position. A key tool for capital planning is the annual Internal Capital Adequacy Assessment Process ("ICAAP") through which the DBS Bank Group projected capital supply and demand relative to regulatory requirements and capital targets. The ICAAP generally has a three-year horizon and covers various scenarios, including stress scenarios of differing scope and severity.

Capital capacity is allocated on two dimensions: by business line and by entity. Capital allocations by business line are set as part of the budget process and monitored during the year. Return on regulatory capital is one of several metrics used to measure business performance. Capital allocations by entity seek to optimise the distribution of capital resources across entities, taking into account the capital adequacy requirements imposed on each subsidiary in its respective jurisdiction. Capital is allocated to ensure that each subsidiary is able to comply with regulatory requirements as it executes its business strategy in line with the DBS Bank Group strategy. During the course of the year, these subsidiaries did not experience any impediments to the distribution of dividends.

Capital Structure

The DBS Bank Group manages its capital structure in line with its capital management objective and seek to optimise the cost and flexibility offered by various capital resources. In order to achieve this, the DBS Bank Group assesses the need and the opportunity to raise or retire capital.

Capital Adequacy Ratios

As at 31 December 2021, the DBS Bank Group's CET1, Tier 1 and Total CARs of 14.3%, 15.0% and 17.0% respectively comfortably exceeded the minimum CAR requirements under MAS Notice 637 of 9.0%, 10.5% and 12.5% respectively (this includes the capital conservation buffer but excludes the countercyclical capital buffer).

As at 31 December 2021, the DBS Bank Group's consolidated leverage ratio stood at 6.7%, well above the minimum 3.0% minimum ratio set by the MAS effective 1 January 2018.

The table below sets out the DBS Bank Group's capital resources and capital adequacy ratios.

In SGD millions, except percentages	As at 31 December		
	2019	2020	2021
Common Equity Tier 1 capital	42,498	44,410	48,984
Tier 1 capital	46,110	48,620	51,380
Total capital	51,330	54,369	58,237
Risk-Weighted Assets ("RWA")			
Credit RWA	252,407	269,418	294,769
Market RWA	29,308	28,400	24,100
Operational RWA	22,745	23,999	24,610
Total RWA	304,460	321,817	343,479
Capital Adequacy Ratio ("CAR") (%)			
Common Equity Tier 1	14.0	13.8	14.3

In SGD millions, except percentages	As at 31 December		
	2019	2020	2021
Tier 1	15.1	15.1	15.0
Total	16.9	16.9	17.0
Minimum CAR (%)⁽¹⁾			
Common Equity Tier 1	9.3	9.1	9.1
Tier 1	10.8	10.6	10.6
Total	12.8	12.6	12.6

Notes:

(1) Includes minimum Common Equity Tier 1, Tier 1 and Total CAR of 6.5%, 8.0% and 10.0% respectively.

Regulatory Change

The minimum CAR requirements based on MAS Notice 637 have been fully phased in from 1 January 2019 and are summarised in the table below.

	From 1 January 2019 and beyond
Minimum CAR (%)	
CET1 (a).....	6.5
Capital Conservation Buffer (“CCB”) (b).....	2.5
CET1 including CCB (a) + (b)	9.0
Tier 1 including CCB	10.5
Total including CCB.....	12.5
Maximum Countercyclical Buffer ⁽¹⁾	2.5

Note:

(1) The countercyclical buffer is not an ongoing requirement and is only applied as and when specified by the relevant banking supervisors. The applicable magnitude will be a weighted average of the jurisdiction-specific countercyclical buffer requirements that are required by authorities in jurisdictions to which a bank has private sector credit exposures. The Basel Committee expects jurisdictions to implement the countercyclical buffer during periods of excessive credit growth. Of the jurisdictions where the DBS Bank Group has material private sector credit exposures, Hong Kong has applied a countercyclical buffer of 2.5% from 1 January 2019, reducing to 2.0% from 14 October 2019 and 1.0% from 16 March 2020, and remained unchanged thereafter.

The MAS has designated DBS Bank as a D-SIB. Under the MAS' framework for identifying and supervising D-SIBs, the higher loss absorbency requirement for locally-incorporated D-SIBs is met by the foregoing minimum ratios being two percentage points higher than those established by the Basel Committee. The Basel Committee has developed an indicator-based methodology for identifying global systemically important banks (“G-SIBs”) on which higher loss absorbency requirements will be imposed. While DBS Bank is not a G-SIB, it is required to disclose the set of indicators which are included in the DBS Group's Pillar 3 disclosures published on DBS website (<https://www.dbs.com/investor/default.page>).

On 7 May 2019, the MAS first released a consultation paper on “Proposed Implementation of the Final Basel III Reforms in Singapore”, seeking feedback on proposed revisions to the capital requirements and leverage ratio requirements for Singapore-incorporated banks to align with the Basel III reforms. On 7 April 2020, the MAS announced that the implementation date of the Basel III reforms had been deferred by one year to 1 January 2023 to enable banks to prioritise their resources in response to COVID-19. On 25 March 2021, the MAS released a consultation paper on “Draft Standards for Credit Risk Capital and Output Floor Requirements for Singapore-incorporated banks” to seek further feedback. The revised standards are expected to take effect from 1 January 2023, with transitional arrangements provided for implementation of the output floor till 1 January 2028. On 13 September 2021, the MAS released a consultation paper on “Draft Standards for Market Risk Capital and Capital Reporting Requirements for Singapore-Incorporated Banks”, seeking feedback on the draft standards. The MAS intends to implement the revised standards for market risk capital for supervisory reporting purposes from 1 January 2023, and for the purposes of compliance with capital adequacy and disclosure requirements from 1 January 2023 or later.

Besides amendments to MAS Notice 637, the MAS announced on 29 July 2020 that it has called on locally incorporated banks headquartered in Singapore to cap their total dividends per share (“**DPS**”) for FY2020 at 60% of FY2019’s DPS, and to offer shareholders the option of receiving the dividends to be paid for FY2020 in scrip in lieu of cash. While the MAS recognised that Singapore banks’ capital positions are strong, the dividend restriction is a pre-emptive measure to bolster the banks’ ability to continue to support the credit needs of businesses and consumers in the current business environment. On 28 July 2021, the MAS announced that dividend restrictions on locally-incorporated banks headquartered in Singapore will not be extended.

With effect from 1 July 2021, MAS Notice 637 was amended to specify that the transitional arrangements for the adoption of the standardised approach for counterparty credit risk (“**SA-CCR**”) and the revised capital requirements for bank exposures to central counterparties will cease on 31 December 2021. It also reflects amendments setting out an alternative treatment for the measurement of derivatives exposures for leverage ratio calculation, using a modified version of SA-CCR as well as other amendments to implement technical revisions to the credit risk framework. Further amendments to MAS Notice 637 were made with effect from 18 August 2021 to implement the framework for the treatment of major stake investments in financial institutions at the Solo level.

With effect from 31 December 2021, MAS Notice 637 was amended to incorporate edits in relation to the insertion of a new charge to be held by the Housing and Development Board (“**HDB**”) under the Prime Location Public Housing (“**PLH**”) model. Further amendments effective from 1 January 2022 were also made to MAS Notice 637 to: (a) incorporate clarifications to the SA-CCR framework and the revised capital requirements for bank exposures to central counterparties, (b) implement revisions to the internal ratings-based approach application process and (c) implement technical revisions to the disclosure framework.

On 7 February 2022, the MAS imposed on DBS Bank Ltd. an additional capital requirement arising from the widespread unavailability of DBS Bank’s digital banking services during 23 to 25 November 2021. The MAS has required DBS Bank to apply a multiplier of 1.5 times to its risk-weighted assets for operational risk. This translates to an additional amount of approximately S\$930 million in regulatory capital (based on reported financial statements as at 30 September 2021). The additional capital requirement will be reviewed when the MAS is satisfied that DBS Bank has addressed the identified shortcomings from an independent review of the incident.

Risk Management

Risk Overview

The DBS Bank Group faces the following risks:

- **Business and Strategic Risk** – Overarching risk arising from adverse business and economic changes materially affect the DBS Bank Group's long-term objectives. This risk is managed separately under other governance processes.
- **Credit Risk** – Risk arising from borrowers or counterparties failing to meet their debt or contractual obligations.
- **Market Risk** – Risk arising from adverse changes in interest rates, foreign exchange rates, equity prices, credit spreads and commodity prices, as well as related factors.
- **Liquidity Risk** – Risk that arises if the DBS Bank Group is unable to meet financial obligations when they are due.
- **Operational Risk** – Risk arising from inadequate or failed internal processes, people or systems, or from external events. This includes legal risk, but excludes strategic and reputational risk.
- **Reputational Risk** – Risk that arises if the DBS Bank Group's shareholder value (including earnings and capital) is adversely affected by any negative stakeholder perception of the DBS Bank Group's image. This influences the DBS Bank Group's ability to establish new relationships or services, service existing relationships, and have continued access to sources of funding. Reputational risk usually occurs when the other risks are poorly managed.

Top and Emerging Risks

The Board and senior management drive a robust process to identify and monitor the DBS Bank Group's top and emerging risks. In 2021, credit risk continued to be the top risk the DBS Bank Group focused on. The DBS Bank Group closely monitored its customers exiting from COVID-19 debt relief programmes or operating in vulnerable industries such as hospitality and aviation. No material adverse impact for any specific customer segments was identified. The global economy grew but at an uneven pace across countries due to differing vaccination rates and supply chain disruptions arising from the pandemic resurgence. Amid these uncertainties, DBS Bank Group's portfolios remained resilient and its specific allowances came in lower at SGD 499 million.

Apart from credit risk, DBS Bank Group's market and liquidity risks continued to be managed well during the year. In relation to its overall business, the DBS Bank Group also looked at:

- a. new business risks
- b. technology risks
- c. environmental, social and governance risks
- d. financial crime risks
- e. data governance risks; and
- f. cyber security and data protection.

Credit risk and portfolio management

The credit risk in the DBS Bank Group's institutional banking portfolio continued to be manageable. A majority of loan moratoriums in Singapore ended during the year, with low delinquency rates observed. In Hong Kong, while loan moratoriums have been extended into 2022, credit loss is expected to be minimal

given the low extension take-up rate. The DBS Bank Group's loans under moratorium declined from SGD 5 billion at the beginning of 2021 to less than SGD 0.5 billion by the end of 2021.

Portfolio reviews were conducted against the backdrop of the global chip shortage and energy crunch. The global chip shortage situation was partially mitigated by chip users moving from 'just-in-time' to stockpile inventory system as well as adjusting their product mix to focus on higher margin products. Many of the energy players were also assessed to be able to pass on the higher energy costs to their customers. While there were no immediate concerns, the DBS Bank Group continued to monitor the potential downstream impact.

From a location perspective, the DBS Bank Group's exposures to Singapore, Hong Kong and China constituted more than 80% of its Institutional Banking portfolio, and risks were proactively managed.

Headwinds were observed as China launched regulatory crackdowns on its technology sector. A number of Chinese real estate developers also experienced liquidity crunches or defaulted on their debt. While the equity prices of Chinese technology players declined significantly, the major technology players' underlying business models remained viable with strong cashflow generation capability. The DBS Bank Group's Chinese technology and real estate portfolios were assessed to be stable as its exposures were mainly to larger and investment-grade names, with the remaining exposure generally well-secured.

In Indonesia and India, the resurgence of COVID-19 cases due to the Omicron strain resulted in restrictions in activities. The DBS Bank Group's portfolio primarily comprised lending to large corporates and remained resilient.

The DBS Bank Group's overall consumer credit quality remained healthy. Residential mortgages in its consumer banking business are primarily in Singapore and Hong Kong, the majority of which are for owner occupation. Overall, its mortgages are mostly well-secured with relatively low loan-to-value ratios. Unsecured consumer credit loans constituted less than 2% of the bank's total loan exposure.

Looking ahead, US-China tensions and the uneven economic recovery across the world are also likely to persist. Given the challenges, the DBS Bank Group will continue to exercise prudence in its client selection and credit underwriting criteria.

Besides actively managing its portfolio risks, the DBS Bank Group enhanced its internal risk management tools to improve the quality of its risk management capabilities. The DBS Bank Group concluded its multi-year credit architecture programme journey which put in place a robust credit risk data infrastructure and workflow management system across the Group, underpinned by modern technology architecture to support its Institutional Banking business. The DBS Bank Group also developed credit underwriting models that enabled the start of its consumer finance business in China as well as pre-emptive lending models to further entrench its digital bank leadership in Singapore. On the risk monitoring front, the DBS Bank Group rolled out early alert models to address specific credit risks arising from COVID-19 relief programmes and introduced tools to automate and identify specific portfolio risks arising from emerging macro risks.

New business risks

During the year, the DBS Bank Group launched Partior (a blockchain-based cross-border clearing and settlement provider) and Climate Impact X (a carbon exchange), in addition to the DBS Digital Exchange ("DDEX") set up in 2020. A risk management and governance framework was put in place to oversee its new businesses. An accountable executive is also identified for each major new business to ensure clarity of accountability and responsibility. Material risks are identified at inception of each business and the appropriate risk committees updated. Where we are the majority shareholder, the risks are reviewed as part of the bank's risk governance framework.

Post amalgamation with LVB in 2020, we strengthened the risk organisation at LVB and folded it in to the overall DBS India Limited (“DBIL”) risk framework and oversight. The integration of LVB’s operating systems and network into DBIL is well underway and will be completed by Q3 2022.

Technology risks

The DBS Bank Group’s technology risk management framework is an integral part of the bank’s overall risk management approach. The framework is based on a three-pronged approach of risk evaluation, response and governance. As part of risk evaluation, the DBS Bank Group identify and analyse the risks, define the risk metrics and monitor the issues, risk events and key risk indicators. Responses are made through risk-based decisions taking into account risk control and mitigation measures. Updates on the DBS Bank Group’s technology risk profiles are provided regularly to the various risk committees.

In November 2021, the DBS Bank Group encountered a two-day digital disruption in Singapore. In relation to this incident, management initiated remedial measures to improve the resilience of its services and incident response, with due consideration given to regulatory requirements and expectations.

Environmental, social and governance (“ESG”) risks

Assessment of ESG risks is embedded into the DBS Bank Group’s credit underwriting process with emphasis on climate risk, and is an integral part of its overall credit risk assessment framework. In 2021, the DBS Bank Group strengthened the criteria for underwriting transactions with adverse ESG considerations.

The DBS Bank Group have in place a Group Sustainability Council which oversees sustainability matters, and in 2021, a Climate Steering Committee was established to further strengthen the bank’s climate risk management, focusing on governance, client engagement, climate risk policy and underwriting, stress testing and disclosure. The DBS Bank Group also recently established a Board Sustainability Committee to provide greater governance and oversight into climate related risks and opportunities, as well as its broader ESG efforts.

Financial crime risks

The financial crime risk mitigation programme had been enhanced over the years by leveraging technology and data analytics. An array of artificial intelligence and machine learning capabilities is used to supplement rules-based engines to conduct surveillance at different levels such as transaction, customer, and country levels. Customer due diligence was further refined with dynamic analytical reviews based on changes in static data or transactional behaviour. The DBS Bank Group continued to focus on public-private sector collaboration, actively participating in initiatives between financial institutions and law enforcement agencies.

Digital scams in Singapore are becoming more sophisticated and widespread at the national level, with relentless attempts by scammers seeking to exploit unsuspecting victims. The DBS Bank Group have implemented multi-pronged measures to strengthen fraud prevention and recovery measures including real-time blocking capabilities, loss recovery and customer communication/ education. The DBS Bank Group is also collaborating with national agencies to protect its customers.

Data governance risks

The DBS Bank Group recognises that responsible practices around data governance are key for customer and stakeholder trust. The data governance framework was developed along the following three prisms: (a) a baseline prism encompassing data security, data quality, and legal and regulatory compliance, (b) an ethical prism – PURE (Purposeful, Unsurprising, Respectful and Explainable) – for the responsible use of data, and (c) a model governance prism, covering regulated and artificial intelligence models and their performance over time.

Cyber security and data protection

Cyber security risk is an evolving risk as the DBS Bank Group and its customers establish remote workings as the new working norm in the face of the pandemic. The DBS Bank Group continued to invest in its cyber defence capabilities to secure internal assets from emerging cyber threats, and strengthen its ability to detect and respond to the threat actors' modus operandi. The DBS Bank Group stayed vigilant as it broadened its ecosystem partnerships, vendor support, and service provider engagements. Cyber security experts were engaged to validate its control environment against cyber threats and third party risks. The DBS Bank Group believe its people are an integral part of its cyber defence, and have stepped up its efforts to raise the security awareness of its staff on the prevailing cyber threats and scams.

Operational risks amidst COVID-19 disruptions

The DBS Bank Group continued to proactively manage the operational risks which arose from the new or modified processes during the pandemic and as it moved towards a hybrid work arrangement. Risk identification and assessment processes were put in place to identify risks and assess adequacy and sustainability of controls in the new/ modified processes so as to ensure the risks were adequately mitigated. The DBS Bank Group also continued to work with its material outsourced service providers to ensure service delivery was not adversely impacted.

Risk Taking and the DBS Bank Group's Business Segments

As the DBS Bank Group focuses on Asia's markets, it is exposed to concentration risks within the region. The DBS Bank Group manages this by diversifying its risk across industries and individual exposures. In addition, the DBS Bank Group relies on the specialist knowledge of its regional markets and industry segments to effectively assess its risks.

For more information on the DBS Bank Group's business segments, see Note 47 to the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

Risk Governance

The Board oversees the DBS Bank Group's affairs and provides sound leadership for the Chief Executive Officer ("**CEO**") and management. Authorised by the Board, various Board committees oversee specific responsibilities based on clearly defined terms of reference.

Under the DBS Bank Group's risk management approach, the Board, through the Board Risk Management Committee ("**BRMC**"), sets the DBS Bank Group's Risk Appetite, oversees the establishment of enterprise-wide risk management policies and processes, and sets risk appetite limits to guide the DBS Bank Group's risk taking.



Note: The lines reflect possible escalation protocols and are not reporting lines per se

The BRMC also oversees the identification, monitoring, management and reporting of credit, market, liquidity, operational and reputational risks. To facilitate the BRMC's risk oversight, the following risk management committees have been established.

Risk Management Committees

Risk management committees	
Risk Executive Committee (" Risk EXCO ")	As the overall executive body regarding risk matters, the Risk EXCO oversees DBS' risk management.

Group Credit Risk Committee (“ GCRC ”)	Each of the committees reports to the Risk EXCO, and serves as an executive forum to discuss and implement DBS’ risk management.
Group Credit Policy Committee (“ GCPC ”)	<p>Key responsibilities:</p> <ul style="list-style-type: none"> • Assess and approve risk-taking activities • Oversee DBS’ risk management infrastructure, which includes frameworks, decision criteria, authorities, people, policies, standards, processes, information and systems • Approve risk policies such as model governance standards, stress testing scenarios, and the evaluation and endorsement of risk models • Assess and monitor specific credit concentration • Recommend stress-testing scenarios (including macroeconomic variable projections) and review the results <p>The members in these committees comprise representatives from the Risk Management Group (“RMG”) as well as key business and support units.</p>
Group Credit Risk Models Committee (“ GCRMC ”)	
Group Market and Liquidity Risk Committee (“ GMLRC ”)	
Group Operational Risk Committee (“ GORC ”)	
Group Scenario and Stress Testing Committee (“ GSSTC ”)	
Product Approval Committee (“ PAC ”)	The PAC provides group-wide oversight and direction for the approval of new product and outsourcing initiatives. It evaluates new product and outsourcing initiatives to ensure that they are in line with the Group’s strategy and risk appetite.

Most of the above committees are supported by local risk committees in all major locations, where appropriate. These local risk committees oversee the local risk positions for all businesses and support units, ensuring that they keep within limits set by the Group risk committees. They also approve location-specific risk policies.

The Chief Risk Officer (“**CRO**”), who is a member of the Group Executive Committee and reports to the Chairman of the BRMC and the CEO, oversees the risk management function. The CRO is independent of business lines and is actively involved in key decision-making processes. He often engages with regulators to discuss risk matters, enabling a more holistic risk management perspective.

Working closely with the risk and business committees, the CRO is responsible for the following:

- Management of the DBS Bank Group’s risks, including systems and processes to identify, approve, measure, monitor, control and report risks;
- Engagement with senior management about material matters regarding all risk types;
- Development of risk controls and mitigation processes; and
- Ensuring the DBS Bank Group’s risk management is effective, and the Risk Appetite established by the Board is adhered to.

Risk Appetite (“Risk Appetite”)

The DBS Bank Group’s Risk Appetite is set by the Board and governed by the Risk Appetite Policy, which articulates the risks that the DBS Bank Group willing to accept. It also serves to reinforce the DBS Bank Group’s risk culture by setting a clear message from the ‘tone from the top’. A strong organisational risk culture, complemented with a balanced incentive framework helps to further embed the DBS Bank Group’s Risk Appetite.

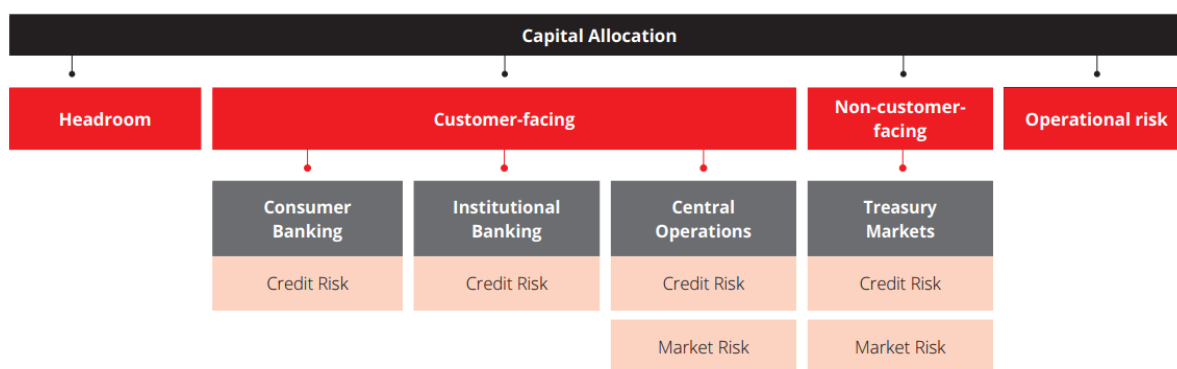
Risk thresholds and economic capital usage

The DBS Bank Group's Risk Appetite takes into account a spectrum of risk types and is implemented using thresholds, policies, processes and controls.

Threshold structures are essential in making the DBS Bank Group's Risk Appetite an intrinsic part of its businesses, because they help to keep all of the DBS Bank Group's risks within acceptable levels. Portfolio risk limits for the quantifiable risk types reach all parts of the DBS Bank Group from the top down, and these are implemented using formal frameworks. As for the non-quantifiable risk types, these are controlled using qualitative principles.

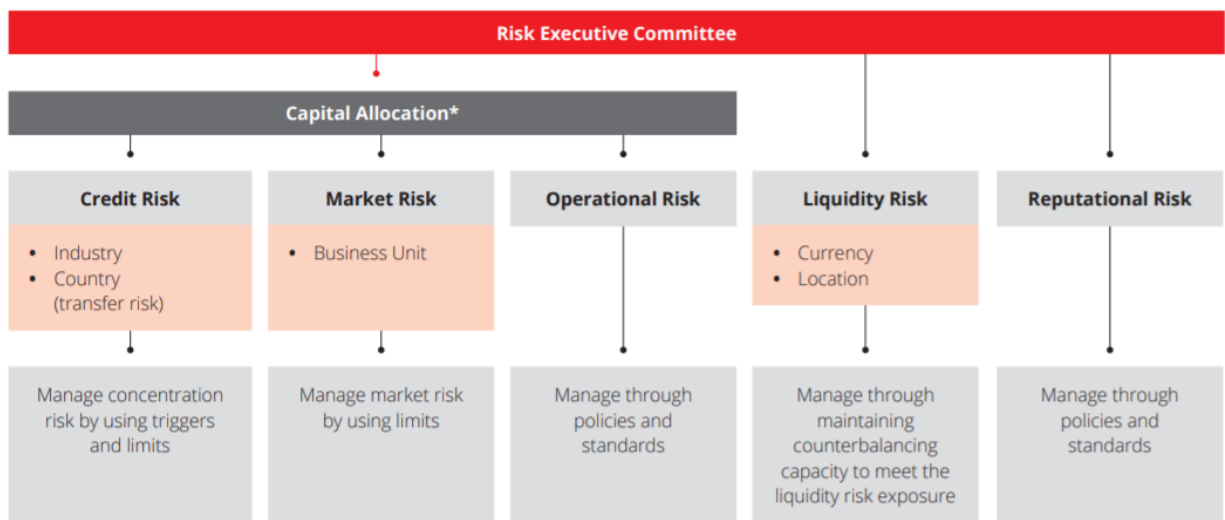
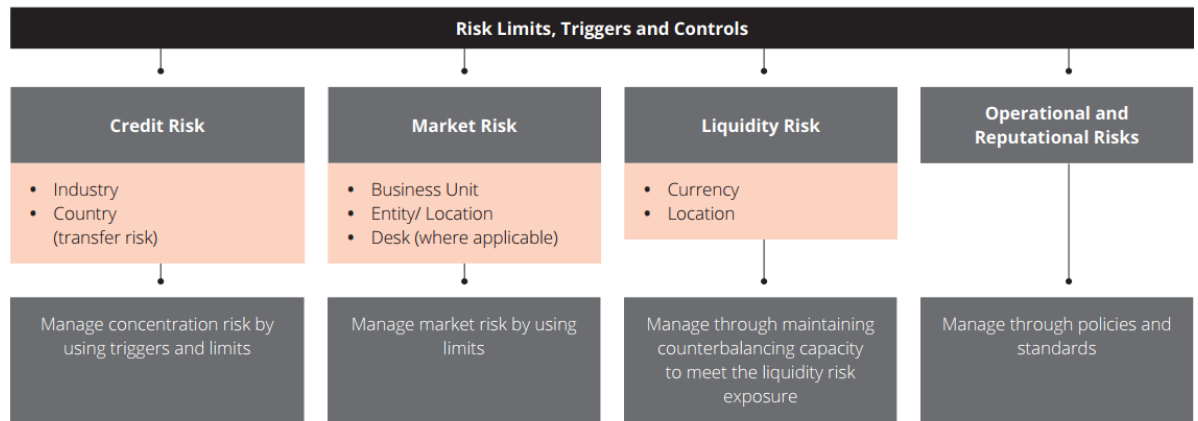
To ensure that the thresholds pertaining to the DBS Bank Group's Risk Appetite are completely risk sensitive, the DBS Bank Group has adopted both Economic Capital ("EC") and Regulatory Capital ("RC") as its risk metrics. Additionally, both EC and RC are assessed as part of the DBS Bank Group's Internal Capital Adequacy Assessment Process ("ICAAP").

The DBS Bank Group's capital allocation structure monitors regulatory capital demand at the business unit level, while other quantitative or qualitative controls are used to manage risks at granular levels. The risk types that are managed using capital are credit, market and operational risks. The diagram below shows how risk is managed along the dimensions of customer-facing and non-customer-facing units.



As a commercial bank, the DBS Bank Group allocates more capital to its customer-facing units, as compared to non customer-facing units. A buffer is also maintained for other risks such as country, reputational, model risks, etc.

The following chart provides a broad overview of how the Risk Appetite permeates throughout the DBS Bank Group.



* Refer to Capital allocation diagram above

Stress testing

Stress testing is an integral part of the DBS Bank Group's risk management process. It includes both sensitivity analysis and scenario analysis and is conducted regularly. In particular, the ICAAP (a group wide exercise spanning risk types) is performed annually. In addition, stress tests are carried out in response to microeconomic and macroeconomic conditions, or portfolio developments. Every stress test is documented and the results are reviewed by senior management and/or the BRMC.

Stress testing alerts senior management of the DBS Bank Group to potential vulnerability to exceptional but plausible adverse events. As such, stress testing enables the DBS Bank Group to assess capital adequacy and identify potentially risky portfolio segments as well as inherent systematic risks. This then allows the DBS Bank Group to develop the right contingency plans, exit strategies and mitigating actions beforehand.

The ICAAP ensures the DBS Bank Group's business plans are consistent with its Risk Appetite. This is done by comparing the projected demand for capital to the projected supply of capital under various scenarios, including severe macroeconomic stress.

Credit Risk

The most significant measurable risk the DBS Bank Group faces – credit risk – arises from the daily activities in its various businesses. These activities include lending to retail, corporate and institutional

customers. It includes the risk of lending, pre-settlement and settlement risk of foreign exchange, derivatives and debt securities.

For details on the DBS Bank Group's maximum exposure to credit risk, please refer to Note 42.1 to the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

Credit risk management at the DBS Bank Group

The DBS Bank Group's approach to credit risk management comprises the following building blocks: policies, risk methodologies and processes, systems and reports.

Policies

The dimensions of credit risk and the scope of its application are defined in the DBS Bank Group's Credit Risk Management Policy. Senior management sets the overall direction and policy for managing credit risk at the enterprise level.

The Core Credit Risk Policies ("**CCRPs**") established for Consumer Banking/Wealth Management and Institutional Banking set forth the principles by which the DBS Bank Group conducts its credit risk management and control activities. These policies, supplemented by a number of operational standards and guidelines, ensure consistency in identifying, assessing, underwriting, measuring, reporting and controlling credit risk across the DBS Bank Group, and provide guidance in the formulation of business-specific and/or location-specific credit risk policies and standards.

The operational standards and guidelines are established to provide greater details on the implementation of the credit principles within the DBS Bank Group's CCRPs and are adapted to reflect different credit environments and portfolio risk profiles. The CCRPs are approved by the GCPC.

Risk methodologies

Credit risk is managed by thoroughly understanding the DBS Bank Group's corporate customers – the businesses they are in, as well as the economies in which they operate. It is also managed through statistical models and data analytics for retail customers.

The assignment of credit risk ratings and setting of lending limits are integral parts of the DBS Bank Group's credit risk management process, and the DBS Bank Group uses an array of rating models for its corporate and retail portfolios. Most of these models are built internally using the DBS Bank Group's loss data, and the limits are driven by its Risk Appetite Statement and the Target Market and Risk Acceptance Criteria ("**TM-RAC**").

Wholesale borrowers are assessed individually, and are further reviewed and evaluated by experienced credit risk managers who consider relevant credit risk factors in the final determination of the borrower's risk. For some portfolios within the SME segment, the DBS Bank Group also uses a programme-based approach to achieve a balanced management of risks and rewards. Retail exposures are assessed using credit score models, credit bureau records as well as internally and externally available customer behaviour records supplemented by the DBS Bank Group's Risk Acceptance Criteria ("**RAC**"). Credit applications are proposed by the business unit, and applications outside the RAC are independently assessed by the credit risk managers.

Please refer to "*Internal Credit Risk Models*" section for further discussion on the DBS Bank Group's internal credit risk models.

Pre-settlement credit risk for traded products arising from a counterparty potentially defaulting on its obligations is generally quantified by evaluation of the market price plus potential future exposure. This is used to calculate the DBS Bank Group's regulatory capital and is included within the DBS Bank Group's overall credit limits to counterparties for internal risk management.

The DBS Bank Group actively monitors and manages its exposure to counterparties for over-the-counter (“**OTC**”) derivative trades to protect its balance sheet in the event of a counterparty default. Counterparty risk exposures that may be adversely affected by market risk events are identified, reviewed and acted upon by management, and highlighted to the appropriate risk committees. Specific wrong-way risk arises when the credit exposure of a counterparty (from the traded product transaction) directly correlates with the probability of default of the counterparty. The DBS Bank Group has a policy to guide the handling of specific wrong-way risk transactions, and its risk measurement metric takes into account the higher risks associated with such transactions.

Issuer default risk that may also arise from derivatives, notes and securities are generally measured based on jump-to-default computations.

Concentration risk management

For credit risk concentration, the DBS Bank Group uses EC as its measurement tool, as it combines the individual risk factors such as the probability of default (“**PD**”), loss given default (“**LGD**”) and exposure at default (“**EAD**”), in addition to industry correlation and portfolio concentration. EC thresholds are set to ensure that the allocated EC stays within the Risk Appetite. Concentration risk for retail is managed at two levels – product level where exposure limits are set up and segment level to manage the growth of high-risk segments. Governance processes are in place to ensure that these thresholds are monitored regularly, and appropriate actions are taken when the thresholds are breached.

The DBS Bank Group continually examines and reviews how it can enhance the scope of its thresholds and approaches to manage concentration risk.

Environmental, social and governance risk

Responsible financing, covering ESG issues, is a topic of increasing importance that affects investing and lending decisions across the DBS Bank Group. The DBS Bank Group recognises that its financing practices have a substantial impact on society and failure of its customers to appropriately manage ESG issues can directly impact their operations and long-term economic viability, and the communities and environment in which they operate.

The Board approves the DBS Bank Group’s overall and specific risk governance frameworks and oversees an independent Group-wide risk management system, including responsible financing.

The DBS Bank Group had established a Group Responsible Financing Standard that documents its overarching approach to responsible financing and additional assessment required when entering into transactions with elevated ESG risks. The requirements of this Standard represent the minimum standards for the DBS Bank Group and it has also sought alignment, where possible, with international standards and best practices. Where significant ESG issues are identified, escalation is required to the relevant Global Industry Specialist and IBG Sustainability Office for further guidance prior to approval by the Credit Approving Authority.

Country risk

Country risk refers to the risk of loss due to events in a specific country (or a group of countries). This includes political, exchange rate, economic, sovereign and transfer risks.

The DBS Bank Group manages country risk through the requirements of the CCRP and the said risk is part of its concentration risk management. The way the DBS Bank Group manages transfer risk is set out in its Country Risk Management Standard. This includes an internal transfer risk and sovereign risk rating system, where assessments are made independently of business decisions. The DBS Bank Group’s transfer risk limits are set in accordance with its Risk Appetite Policy.

Transfer risk limits for priority countries are set based on country-specific strategic business considerations as well as the acceptable potential loss according to the Risk Appetite. Management actively evaluates and determines the appropriate level of transfer risk exposures for these countries, taking into account the risks and rewards and whether they are in line with the DBS Bank Group’s strategic intent. Limits for all other non-priority countries are set using a model-based approach.

All transfer risk limits are approved by the BRMC.

Credit stress testing

The DBS Bank Group engages in various types of credit stress testing, and these are driven either by regulators or internal requirements and management.

The credit stress tests are performed at the total portfolio or sub-portfolio level, and are generally conducted to assess the impact of changing economic conditions on asset quality, earnings performance, capital adequacy and liquidity. The DBS Bank Group’s stress testing programme is comprehensive, and covers all major functions and areas of business.

The DBS Bank Group typically performs the following types of credit stress testing at a minimum and others as necessary:

Pillar 1 credit stress testing	The DBS Bank Group conducts Pillar 1 credit stress testing regularly as required by regulators. Under Pillar 1 credit stress testing, the DBS Bank Group assesses the impact of a mild stress scenario (at least two consecutive quarters of zero GDP growth) on Internal Ratings-Based (“ IRB ”) estimates (i.e. PD, LGD and EAD) and the impact on regulatory capital. The purpose of the Pillar 1 credit stress test is to assess the robustness of internal credit risk models and the cushion above minimum regulatory capital.
Pillar 2 credit stress testing	The DBS Bank Group conducts Pillar 2 credit stress testing once a year as part of the ICAAP. Under Pillar 2 credit stress testing, the DBS Bank Group assesses the impact of stress scenarios, with different levels of severity, on asset quality, earnings performance as well as internal and regulatory capital. The results of the credit stress tests form inputs to the capital planning process under ICAAP. The purpose of the Pillar 2 credit stress testing is to examine, in a rigorous and forward-looking manner, the possible events or changes in market conditions that could adversely impact the DBS Bank Group and to develop the appropriate action plan.
Industry-wide stress testing	The DBS Bank Group participates in the annual industry-wide stress test (“ IWST ”) conducted by the MAS to facilitate its ongoing assessment of Singapore’s financial stability. Under the IWST, the DBS Bank Group is required to assess the impact of adverse scenarios, as defined by the regulator, on asset quality, earnings performance and capital adequacy.
Sensitivity and scenario analyses	The DBS Bank Group also conducts multiple independent sensitivity analyses and credit portfolio reviews based on various scenarios. The intent of these analyses and reviews is to identify vulnerabilities for the purpose of developing and executing mitigating actions.

Processes, systems and reports

The DBS Bank Group constantly invests in systems to support risk monitoring and reporting for its Institutional Banking and Consumer Banking/Wealth Management businesses.

The end-to-end credit process is continually being reviewed and improved through various front-to-back initiatives involving business, operations, risk management and other key stakeholders. Day-to-day monitoring of credit exposures, portfolio performance and external environmental factors potentially affecting credit risk profiles is key to the DBS Bank Group's philosophy of effective credit risk management.

In addition, credit trends, which may include industry analysis, early warning alerts and significant weak credits, are submitted to the various risk committees, allowing key strategies and action plans to be formulated and evaluated. Credit control functions also ensure that any credit risk taken complies with the credit risk policies and standards. These functions ensure that approved limits are activated, credit excesses and policy exceptions are appropriately endorsed, compliance with credit standards is carried out, and covenants established are monitored.

Independent risk management functions that report to the CRO are jointly responsible for developing and maintaining a robust credit stress testing programme. These units oversee the implementation of credit stress tests as well as the analysis of the results, of which management, various risk committees and regulators are informed.

Non-performing assets ("NPA")

The DBS Bank Group's credit facilities are classified as "Performing assets" or "Non-performing assets" ("**NPA**") in accordance with the MAS Notice to Banks No. 612 "Credit Files, Grading and Provisioning" ("**MAS Notice 612**").

Credit exposures are categorised into one of the following five categories, according to the DBS Bank Group's assessment of a borrower's ability to repay a credit facility from the borrower's normal sources of income and/or the repayment behaviour of the borrower.

CLASSIFICATION GRADE	DESCRIPTION
Performing Assets	
Pass	Indicates that the timely repayment of the outstanding credit facilities is not in doubt.
Special mention	Indicates that the borrower exhibits potential weaknesses that, if not corrected in a timely manner, may adversely affect future repayments and warrant close attention.
Classified or NPA	
Substandard	Indicates that the borrower exhibits definable weaknesses in its business, cash flow or financial position that may jeopardise repayment on existing terms.
Doubtful	Indicates that the borrower exhibits severe weaknesses such that the prospect of full recovery of the outstanding credit facilities is questionable and the prospect of a loss is high, but the exact amount remains undeterminable as yet.
Loss	Indicates that the outstanding credit facility is not collectable, and little or nothing can be done to recover the outstanding

	amount from any collateral or from the assets of the borrower generally.
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A default is considered to have occurred with regard to a particular borrower when either or both of the following events have taken place:

- Subjective default: Borrower is considered to be unlikely to pay its credit obligations in full, without the DBS Bank Group taking action such as realising security (if held)
- Technical default: Borrower is more than 90 days past due on any credit obligation to the DBS Bank Group

For retail borrowers, the categorisation into the respective MAS loan grades is at the facility level and consistent with MAS Notice 612 / MAS Notice 612A.

Credit facilities are classified as restructured assets when the DBS Bank Group grants non-commercial concessions to a borrower because its financial position has deteriorated or is unable to meet the original repayment schedule. A restructured credit facility is classified into the appropriate non-performing grade based on the assessment of the borrower's financial condition and its ability to repay according to the restructured terms.

Such credit facilities are not returned to the performing status until there are reasonable grounds to conclude that the borrower will be able to service all future principal and interest payments on the credit facility in accordance with the restructured terms and MAS Notice 612 / MAS Notice 612A. Apart from what has been described, the DBS Bank Group does not grant concessions to borrowers in the normal course of business.

In addition, it is not within the DBS Bank Group's business model to acquire debts that have been restructured at inception (e.g. distressed debts).

For the DBS Bank Group's accounting policies regarding specific and general allowances for credit losses, please refer to Note 2.11 to the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

In general, specific allowances are recognised for defaulting credit exposures rated substandard and below.

The breakdown of the DBS Bank Group's NPAs by loan grading and industry and the related amounts of specific allowances can be found in Note 42.2 to the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular. A breakdown of the DBS Bank Group's past due loans can also be found in the same note.

When required, the DBS Bank Group will take possession of all collateral and dispose of them as soon as practicable. Realised proceeds are used to reduce outstanding indebtedness.

A breakdown of collateral held for NPA is shown in Note 42.2 to the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

Repossessed collateral is classified in the balance sheet as other assets. The amounts of such other assets for 2020 and 2021 were not material.

Credit risk mitigants

Collateral received

Where possible, the DBS Bank Group takes collateral as a secondary source of repayment. This includes, but is not limited to, cash, marketable securities, real estate, trade receivables, inventory, equipment, and other physical and/or financial collateral. The DBS Bank Group may also take fixed and floating charges on the assets of borrowers.

Policies are in place to determine the eligibility of collateral for credit risk mitigation. Collateral is generally diversified, and periodic valuations of collateral are required. Real estate constitutes the bulk of the collateral, while marketable securities and cash are immaterial.

For derivatives, repurchase agreements (“**repo**”) and other repo-style transactions with financial market counterparties, collateral arrangements are typically covered under market-standard documentation, such as International Swaps and Derivatives Association (“**ISDA**”) Agreements and Master Repurchase Agreements. The collateral received is mark-to-market on a frequency that the DBS Bank Group and the counterparties have mutually agreed upon. This is governed by internal guidelines with respect to collateral eligibility. In the event of a default, the credit risk exposure is reduced by master-netting arrangements where the DBS Bank Group is allowed to offset what it owes to a counterparty against what is due from that counterparty in a netting-eligible jurisdiction.

For further information on financial assets and liabilities subject to netting agreement but not offset on the balance sheet, please refer to Note 13 to the DBS Bank Group’s audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

Collateral held against derivatives generally consists of cash in major currencies and highly-rated government or quasi-government bonds. Exceptions may arise in certain countries, where due to domestic capital markets and business conditions, the DBS Bank Group may be required to accept less highly rated or liquid government bonds and currencies. Reverse repo-transactions are generally traded with large institutions with reasonably good credit standing. The DBS Bank Group takes haircuts against the underlying collateral of these transactions that commensurate with collateral quality to ensure credit risks are adequately mitigated.

In times of difficulty, the DBS Bank Group will review customers’ specific situation and circumstances to assist them in restructuring their financial obligations. However, should the need arise, disposal and recovery processes are in place to dispose the collateral held. The DBS Bank Group also maintains a panel of agents and solicitors to assist in the disposal of non-liquid assets and specialised equipment quickly.

Collateral posted

The DBS Bank Group is required to post additional collateral in the event of a rating downgrade. As at 31 December 2021, for a three-notch downgrade of its Standard & Poor’s Ratings Services and Moody’s Investors Services ratings, the DBS Bank would have to post additional collateral amounting to SGD 2 million (2020: SGD 11 million).

Other credit risk mitigants

The DBS Bank Group accepts guarantees as credit risk mitigants. Internal requirements for considering the eligibility of guarantors for credit risk mitigation are in place.

Internal credit risk models

The DBS Bank Group adopts rating systems for the different asset classes under the Internal Ratings-Based Approach (“**IRBA**”).

There is a robust governance process for the development, independent validation and approval of any credit risk model. The models go through a rigorous review process before they are endorsed by the GCRMC and Risk EXCO. They must also be approved by the BRMC before submission for regulatory approval. The key risk measures generated by the internal credit risk rating models to quantify regulatory capital include PD, LGD and EAD. For portfolios under the Foundation IRBA, internal estimates of PD are used while the supervisory LGD and EAD estimates are applied. For portfolios under the Advanced IRBA, internal estimates of PD, LGD and EAD are used. In addition, the ratings from the credit models act as the basis for underwriting credit risk, monitoring portfolio performance and determining business strategies. The performance of the rating systems is monitored regularly and reported to the GCRMC, the Risk EXCO and the BRMC to ensure their ongoing effectiveness.

An independent risk unit conducts formal validations for the respective rating systems annually. The validation processes are also independently reviewed by Group Audit. These serve to highlight material deterioration in the rating systems for management attention.

Retail exposure models

Retail portfolios are categorised into the following asset classes under the Advanced IRBA: residential mortgages, qualifying revolving retail exposures and other retail exposures.

Within each asset class, exposures are managed on a portfolio basis. Each customer or account is assigned to a risk pool, considering factors such as borrower characteristics and collateral type. PD, EAD and LGD estimates are based on internal historical default, utilisation and realised losses within a defined period.

Product-specific credit risk elements such as underwriting criteria, scoring models, approving authorities and asset quality and business strategy reviews, as well as systems, processes and techniques to monitor portfolio performance, are in place. Credit risk models for secured and unsecured portfolios are also used to update the risk level of each loan on a monthly basis, reflecting the broad usage of risk models in portfolio quality reviews.

Wholesale exposure models

Wholesale exposures are under the Foundation IRBA for capital computation. They include sovereign, bank and corporate. Specialised lending exposures are under the IRBA using supervisory slotting criteria.

Sovereign exposures are risk-rated using internal risk-rating models. Factors related to country-specific macroeconomic risk, political risk, social risk and liquidity risk are included in the sovereign rating models to assess the sovereign credit risk in an objective and systematic manner.

Bank exposures are assessed using the bank-rating model. The model considers both quantitative and qualitative factors such as capital levels and liquidity, asset quality, and management strength.

Large corporate exposures are assessed using internal rating models. Factors considered in the risk assessment process include the counterparty's financial strength and qualitative factors such as industry risk, access to funding, market standing and management strength.

SME credit rating models consider risk factors, such as those relating to the counterparty's financial strength, qualitative factors, as well as its account performance.

Credit risk ratings under the IRBA portfolios are, at a minimum, reviewed by designated approvers on an annual basis unless credit conditions require more frequent assessment.

Specialised lending exposures

Specialised lending IRBA portfolios include income-producing real estate, project finance, object finance and commodities finance. These adopt the supervisory slotting criteria specified under Annex 7v of MAS Notice 637, which are used to determine the risk weights to calculate credit risk-weighted exposures.

Securitisation exposures

The DBS Bank Group arranges securitisation transactions for its clients for fees. These transactions do not involve special-purpose entities the DBS Bank Group controls. For transactions that are not underwritten, no securitisation exposures are assumed as a direct consequence of arranging the transactions. Any decision to invest in any of such arranged transactions is subject to independent risk assessment.

Where the DBS Bank Group provides an underwriting commitment, any securitisation exposure that arises will be held in the trading book to be traded or sold down in accordance with its internal policy and risk limits. In addition, the DBS Bank Group does not provide implicit support for any transactions it structures or has invested in.

The DBS Bank Group invests in its clients' securitisation transactions from time to time. These may include securitisation transactions arranged by the DBS Bank Group or other parties. The DBS Bank Group may also act as a liquidity facility provider, working capital facility provider or swap counterparty. Such exposures require the approval of the independent risk function and are subject to regular risk reviews. The DBS Bank Group also has processes in place to monitor the credit risk of its securitisation exposures.

Credit exposures falling outside internal credit risk models

The DBS Bank Group applies the Standardised Approach (“**SA**”) for portfolios that are expected to transit to IRBA or for portfolios that are immaterial in terms of size and risk profile. These portfolios include:

- (a) IRBA-transitioning retail and wholesale exposures
- (b) IRBA-exempt retail exposures
- (c) IRBA-exempt wholesale exposures

Any identified transitioning retail and/or wholesale exposures are expected to adopt Advanced or Foundation IRBA, subject to approval by regulators. Prior to regulatory approval, these portfolios are under SA.

The portfolios under the SA are subject to the DBS Bank Group's overall governance framework and credit risk management practices. The DBS Bank Group continues to monitor the size and risk profile of these portfolios and will enhance the relevant risk measurement processes if these risk exposures become material.

The DBS Bank Group uses external ratings for credit exposures under the SA where relevant, and the DBS Bank Group only accepts ratings from Standard & Poor's, Moody's and Fitch in such cases. The DBS Bank Group follows the process prescribed in MAS Notice 637 to map the ratings to the relevant risk weights.

Credit risk in 2021

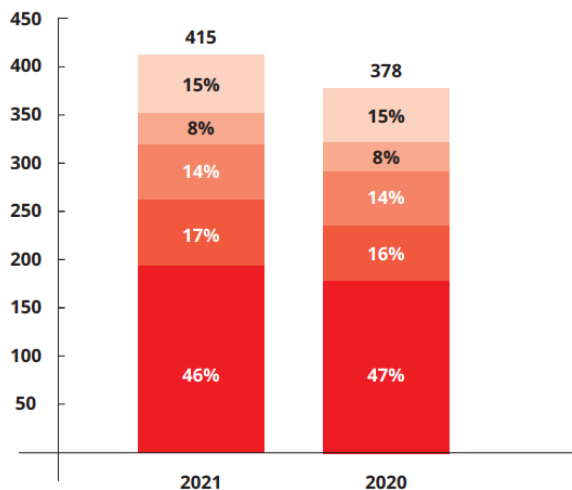
Concentration risk

The DBS Bank Group's geographic distribution of customer loans remains stable.

Singapore, the DBS Bank Group's home market, continues to account for the largest share of its gross loans and advances to customers which contributed to 46% of its total portfolio. Growth was seen mainly in Singapore, Hong Kong and Rest of the World.

The DBS Bank Group's portfolio is well diversified across industry and business segments. Building and construction, general commerce and manufacturing remain the largest contributors in the wholesale portfolio, accounting for 47% of the total portfolio.

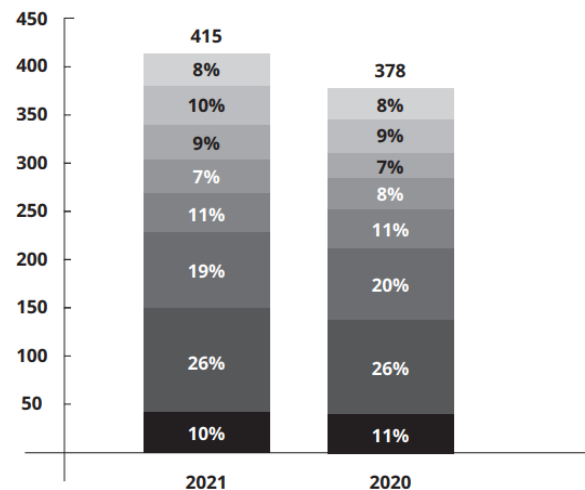
Geographical Concentration (SGD billion)



Rest of the World
South and Southeast Asia
Rest of Greater China
Hong Kong
Singapore

Above refers to gross loans and advances to customers based on country of incorporation

Industry Concentration (SGD billion)



Others
Professionals and private individuals (excluding housing loans)
Financial institutions, investments and holding companies
Transportation, storage & communications
General commerce
Housing loans
Building and construction
Manufacturing

Above refers to gross loans and advances to customers based on MAS Industry Code

For the DBS Bank Group's breakdown of credit risk concentration, please refer to Note 42 to the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

Non-performing assets

New non-performing asset ("NPA") formation was offset by recoveries and write-offs. In absolute terms, total NPA decreased by 13% from the previous year to SGD 5.85 billion and non-performing loans ("NPL") dropped to 1.3% in 2021.

Collateral received

The tables below provide breakdowns by LTV bands for the borrowings secured by real estate and other collateral from the various market segments.

Residential mortgage loans

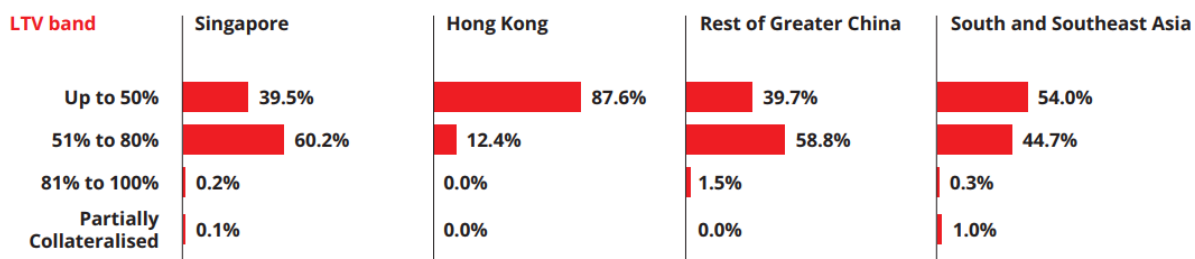
The LTV ratio is calculated using mortgage loans including undrawn commitments divided by the collateral value. Property valuations are determined by using a combination of professional appraisals and housing price indices.

For Singapore mortgages, new loans are capped at LTV limits of up to 75% for private residential mortgages, since July 2018. In tandem with the increase in private property price increases by 10.6% year on year, there was an approximate 5.5% shift in the proportion of mortgage exposure from the LTV > 50% to the up-to-50% LTV band.

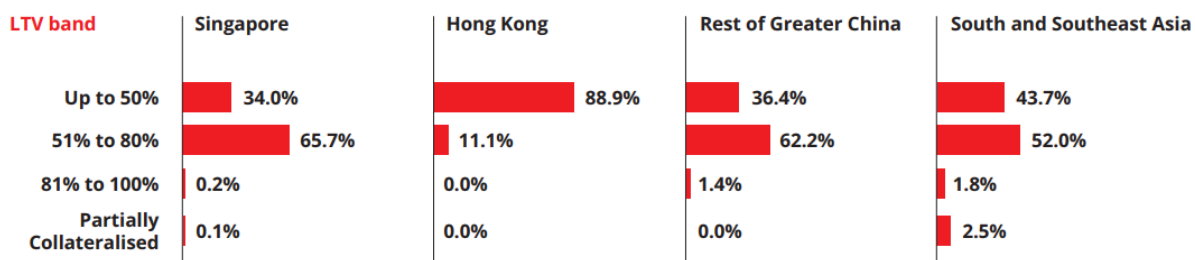
For Hong Kong mortgages, there was an approximate 1.3% increase in the proportion of mortgage exposure in the 51% to 80% LTV band due to higher proportion of matured/closed mortgage accounts in the up to 50% LTV band. Hong Kong property price index increased slightly by 4.2% in 2021.

Percentage of residential mortgage loans (breakdown by LTV band and geography)

As at 31 December 2021



As at 31 December 2020



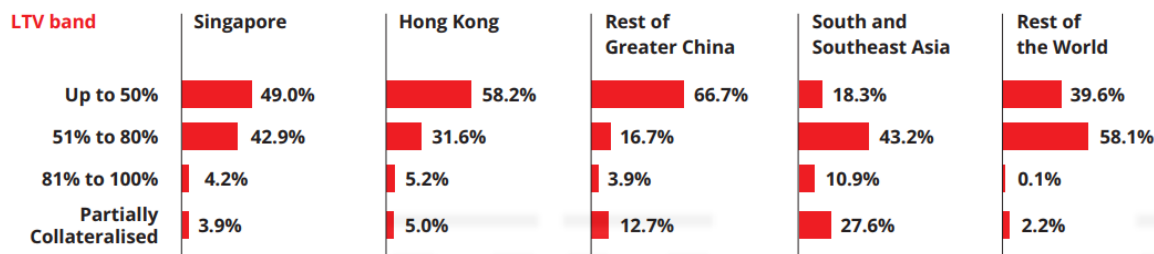
Loans and advances to corporates secured by real estate

These secured loans are extended for the purpose of acquisition and/or development of real estate, as well as for general working capital. More than 90% of such loans were fully collateralised and the majority of these loans have LTV less than 80%. The DBS Bank Group's property loans are mainly concentrated in Singapore and Hong Kong, which together accounted for 80% of the total property loans.

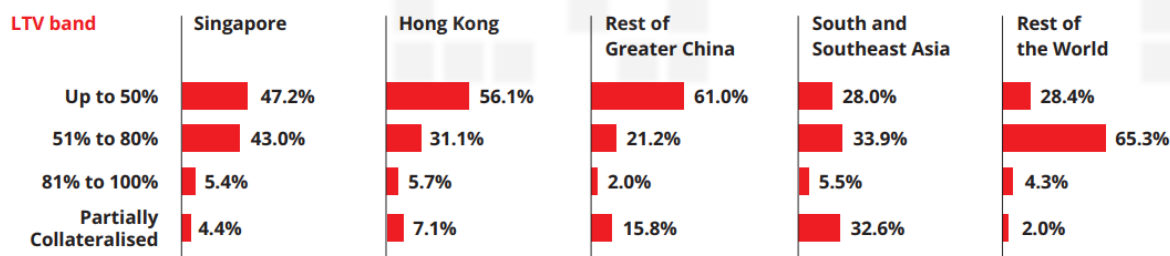
The LTV ratio is calculated as loans and advances divided by the value of collaterals that secure the same facility. Real estate forms a substantial portion of the collaterals; other collateral values such as cash, marketable securities and bank guarantees are also included.

Percentage of loans and advances to corporates secured by real estate (breakdown by LTV band and geography)

As at 31 December 2021



As at 31 December 2020



Loans and advances to banks

In line with market convention, loans and advances to banks are typically unsecured. The DBS Bank Group manages the risk of such exposures by keeping tight control of the exposure tenor and monitoring of their credit quality.

Derivatives counterparty credit risk by markets and settlement methods

The DBS Bank Group continues to manage its derivatives counterparty risk exposures with netting and collateral arrangements, thereby protecting its balance sheet in the event of a counterparty default.

A breakdown of the DBS Bank Group's derivatives counterparty credit risk by markets (OTC versus exchange-traded) and settlement methods (cleared through a central counterparty versus settled bilaterally) can be found below.

Notional OTC and exchange-traded products

In notional terms, SGD millions	As at 31 December 2021
OTC derivatives cleared through a central counterparty	1,234,846
OTC derivatives settled bilaterally	1,034,521
Total OTC derivatives	2,269,367
Exchange-traded derivatives	33,857
Total derivatives	2,303,224

For a breakdown of the derivatives positions held by the DBS Bank Group, please refer to Note 35 to the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

Market Risk

The DBS Bank Group's exposure to market risk is categorised into:

- **Trading portfolios:** Arising from positions taken for:
 - (i) market-making;
 - (ii) client-facilitation; and
 - (iii) benefiting from market opportunities.
- **Non-trading portfolios:** Arising from:
 - (i) Institutional Banking and Consumer Banking/Wealth Management assets and liabilities;
 - (ii) debt securities and equities comprising investments held for yield and/or long-term capital gains;
 - (iii) strategic stakes in entities; and
 - (iv) structural foreign exchange risk arising mainly from the DBS Bank Group's strategic investments which are denominated in currencies other than Singapore dollars.

The DBS Bank Group uses a variety of financial derivatives such as swaps, forwards and futures, and options for trading and hedging against market movements.

Market risk management at the DBS Bank Group

The DBS Bank Group's approach to market risk management comprises the following building blocks: policies, risk methodologies, and processes, systems and reports.

Policies

The DBS Bank Group's Market Risk Management Policy sets its overall approach towards market risk management. This policy is supplemented with standards and guides, which facilitate the identification, measurement, control, monitoring and reporting of market risk in a consistent manner. They also set out the overall approach, requirements and controls governing market risk stress testing across the DBS Bank Group.

The criteria for determining the positions to be included in the trading book are stipulated in the Trading Book Policy Statement.

Risk methodologies

The DBS Bank Group utilises Value-at-Risk ("**VaR**"), a statistical risk measure, to estimate the potential loss from market movements. This measure uses historical simulation based on data for the previous 12 months. It assumes that historical changes in market values reflect the distribution of potential outcomes in the immediate future.

The DBS Bank Group limits and monitors market risk exposures using Expected Shortfall ("**ES**") that is VaR calculated with a one-day holding period and an expected tail-loss methodology which approximates a 97.5% confidence interval.

ES is supplemented with other risk control metrics such as sensitivities to risk factors and loss triggers for management action.

The DBS Bank Group conducts backtesting to verify the predictiveness of the VaR model. Backtesting compares VaR calculated for positions at the close of each business day with the profit and loss (“P&L”) that arises from those positions on the following business day. The backtesting P&L excludes fees and commissions, revenues from intra-day trading, non-daily valuation adjustments and time effects.

For backtesting, VaR at the 99% confidence interval and over a one-day holding period is used. The DBS Bank Group adopts the standardised approach to compute market risk regulatory capital under MAS Notice 637 for the trading book positions. As such, VaR backtesting does not impact the DBS Bank Group’s regulatory capital for market risk.

There are limitations to VaR models; for example, past changes in market risk factors may not provide accurate predictions of future market movements, and the risk arising from adverse market events may not be considered.

To monitor the DBS Bank Group’s vulnerability to unexpected but plausible extreme market risk-related events, the DBS Bank Group conducts multiple market risk stress tests regularly. These cover trading and non-trading portfolios and follow a combination of historical and hypothetical scenarios depicting risk-factor movement.

Economic Value of Equity (“EVE”) and Net Interest Income (“NII”) variability are the key risk metrics used to manage the DBS Bank Group’s assets and liabilities. EVE and NII variability measure how the economic value and earnings of the bank change under various stress scenarios. Credit risk arising from loans and receivables is managed under the credit risk management framework. Interest rate risk in the banking book (“IRRBB”) arises from mismatches in the interest rate profiles of assets, liabilities and capital instruments. Estimating IRRBB requires the use of behavioural models and assumptions on certain parameters such as loan prepayment, fixed deposits early redemption and the duration of non-maturity deposits. The DBS Bank Group measures IRRBB on monthly basis.

Processes, systems and reports

Robust internal control processes and systems have been designed and implemented to support the DBS Bank Group’s market risk management approach. The DBS Bank Group reviews these control processes and systems regularly, and these reviews allow senior management to assess their effectiveness.

The RMG Market and Liquidity Risk unit – an independent market risk management function reporting to the CRO – monitors, controls and analyses the DBS Bank Group’s market risk daily. The unit comprises risk control, risk analytics, production and reporting teams.

Market risk in 2021

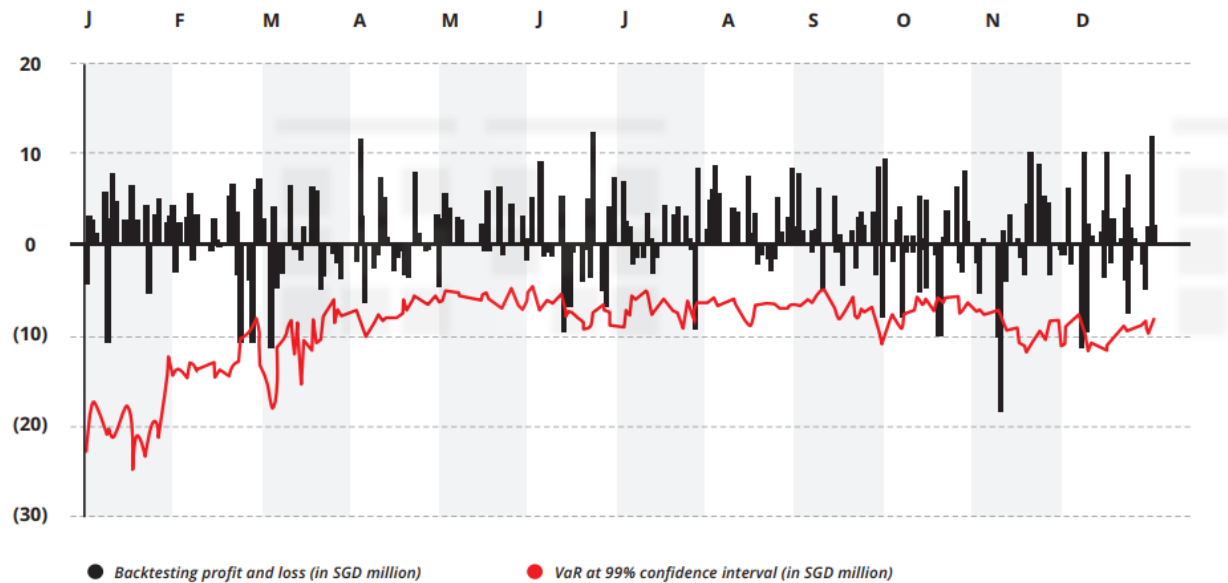
The main risk factors driving the DBS Bank Group’s trading portfolios in 2021 were interest rates, foreign exchange, equities and credit spreads. The following table shows the period-end, average, high and low diversified ES and ES by risk class for its trading portfolios. ES in 2021 was lower given the more benign financial market conditions as compared to the market volatilities witnessed during the onset of the COVID-19 pandemic in 2020.

1 Jan 2021 to 31 Dec 2021				
SGD million	As at 31 Dec 2021	Average	High	Low
Diversified	8	9	21	5
Interest rates	6	9	18	5
Foreign exchange	1	4	9	1
Equity	2	4	9	1
Credit spread	5	7	21	3
Commodity	#	#	1	#

1 Jan 2020 to 31 Dec 2020 ^(a)				
SGD million	As at 31 Dec 2020	Average	High	Low
Diversified	19	13	31	8
Interest rates	12	14	27	7
Foreign exchange	7	4	8	1
Equity	6	3	11	#
Credit spread	14	14	18	5
Commodity	#	#	1	#

The DBS Bank Group's trading portfolios experienced eight backtesting exceptions in 2021 and they occurred in February, June, July, October and November. The backtesting exceptions were mainly due to large movements in interest rates, credit spreads and equity volatilities.

SGD million



In 2021, the key market risk drivers of the DBS Bank Group's non-trading portfolios were interest rates (Singapore dollars and U.S. dollars) and foreign exchange.

The Net Interest Income ("NII") of the non-trading book is assessed under various rate scenarios to determine the impact of interest rate movements on future earnings. Simulating using a 10 basis points

parallel upward or downward shift in yield curves on the DBS Bank Group's banking book exposures, the NII is estimated to increase by SGD 1,802 million and decrease by SGD 788 million respectively.

Foreign exchange risk in the DBS Bank Group's non-trading portfolios was primarily from structural foreign exchange positions, arising mainly from its strategic investments and retained earnings in overseas branches and subsidiaries.

For details on the DBS Bank Group's structural foreign exchange positions, please refer to Note 37.3 to the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

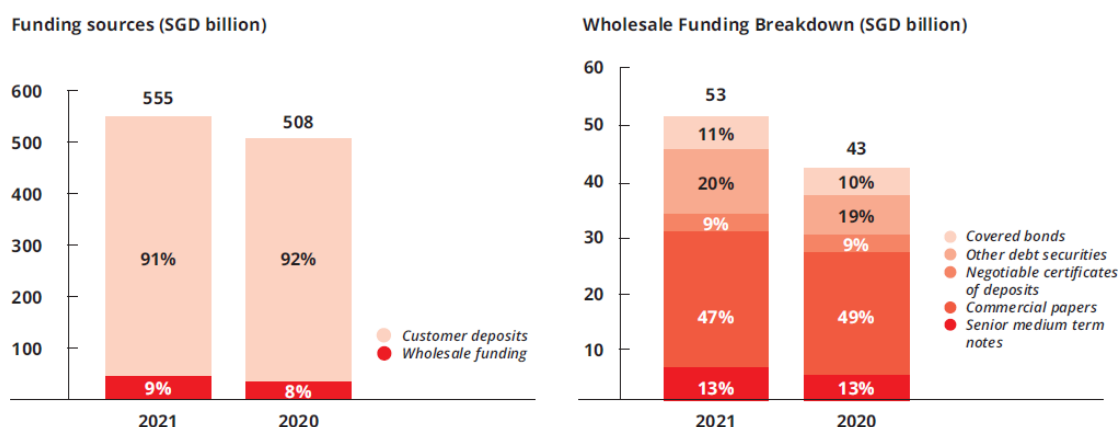
Liquidity Risk

The DBS Bank Group's liquidity risk arises from its obligations to honour withdrawals of deposits, repayments of borrowed funds at maturity and the DBS Bank Group's commitments to extend loans to its customers. The DBS Bank Group seeks to manage its liquidity to ensure that its liquidity obligations will continue to be honoured under normal as well as adverse circumstances.

Liquidity risk management and funding strategy

The DBS Bank Group strives to develop a diversified funding base with access to funding sources across retail and wholesale channels. The DBS Bank Group's funding strategy is anchored on the strength of its core deposit franchise and is augmented by its established long-term funding capabilities.

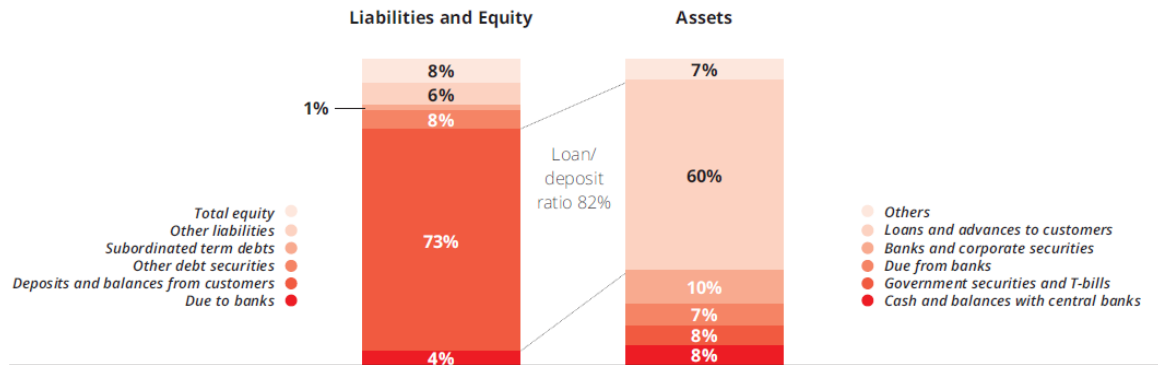
Including Lakshmi Vilas Bank, Current Account Savings Account ("CASA") as a proportion of customer deposits increased to 76% as at December 2021 from 73% as at December 2020.



The diagram above shows the DBS Group's funding sources and wholesale funding breakdown as at 31 December 2021.

The DBS Bank Group aims to maintain continuous access to the investor base for capital and senior wholesale funding to support its commercial banking activities. The DBS Bank Group seeks cost efficiencies over the long term and to broaden its investor base through proactive and frequent engagement. Capital instruments are primarily issued from DBSH while covered bonds originate from DBS Bank Ltd. Senior notes are issued from both DBSH and the Bank as required.

The diagram below shows the DBS Bank Group's asset funding structure as at 31 December 2021.



For the contractual maturity profile of the DBS Bank Group’s assets and liabilities and more details of the DBS Bank Group’s wholesale funding sources, please refer to Note 44.1 and Note 44 respectively to the DBS Bank Group’s audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

Growth in the regional franchise generates price, volume, currency and tenor mismatches between the DBS Bank Group’s assets and liabilities. To this end, where practicable and transferable without loss in value, the DBS Bank Group makes appropriate use of swap markets for relevant currencies, commensurate with the liquidity of each, in the conversion and deployment of surplus funds across locations.

As these swaps typically mature earlier than loans, the DBS Bank Group is exposed to potential cash flow mismatches arising from the risk that counterparties may not roll over maturing swaps to support the DBS Bank Group’s ongoing funding needs. This risk is mitigated by triggers set on the number of swaps transacted with the market and by conservative assumptions on the cash flow behaviour of swaps under the DBS Bank Group’s cash flow maturity gap analysis.

In general, the term borrowing needs are managed centrally by the head office and in consultation with the DBS Bank Group’s overseas locations, subject to relevant regulatory restrictions and to an appropriate level of presence and participation required by the respective local funding markets.

The DBS Bank Group’s Assets and Liabilities Committee and respective Location Assets and Liabilities Committees regularly review the composition and growth trajectories of the relevant balance sheets and refine the DBS Bank Group’s funding strategy according to business momentum, competitive factors and prevailing market conditions.

Approach to liquidity risk management

The DBS Bank Group’s approach to liquidity risk management comprises the following building blocks: Policies, Risk Methodologies and Processes, Systems and Reports.

Policies

The DBS Bank Group’s Liquidity Risk Management Policy sets the DBS Bank Group’s overall approach towards liquidity risk management and describes the range of strategies it employs to manage its liquidity.

These strategies include maintaining an adequate counterbalancing capacity to address potential cash flow shortfalls and having diversified sources of liquidity.

The DBS Bank Group’s counterbalancing capacity includes liquid assets, the capacity to borrow from the money markets (including the issuance of commercial papers and covered bonds), and forms of managerial interventions that improve liquidity. In the event of a potential or actual crisis, the DBS Bank Group has in place a set of liquidity contingency and recovery plans to ensure that it maintains adequate liquidity.

The DBS Bank Group's Liquidity Risk Management Policy is supported by standards that establish the detailed requirements for liquidity risk identification, measurement, reporting and control within the DBS Bank Group. The set of policies, standards and supporting guides communicate these baseline requirements to ensure consistent application throughout the DBS Bank Group.

Risk methodologies

The primary measure used to manage liquidity within the tolerance defined by the Board is cash flow maturity mismatch analysis.

This form of analysis is performed on a regular basis under normal and adverse scenarios. It assesses the adequacy of the DBS Bank Group's counterbalancing capacity to fund or mitigate any cash flow shortfalls that may occur as forecasted in the cash flow movements across successive time bands. To ensure that liquidity is managed in line with the DBS Bank Group's Risk Appetite, core parameters such as the types of scenarios, the survival period and the minimum level of liquid assets, are pre-specified for monitoring and control on a group-wide basis. Any occurrences of forecasted shortfalls that cannot be covered by the DBS Bank Group's counterbalancing capacity will be escalated to the relevant committees for evaluation and action.

Liquidity risk stress testing is performed regularly using cash flow maturity mismatch analysis, and covers adverse scenarios including general market and idiosyncratic stress scenarios. Stress tests assess the DBS Bank Group's vulnerability when liability run-offs increase, asset rollovers increase and/or liquidity asset buffers decrease. In addition, ad hoc stress tests are performed as part of the DBS Bank Group's recovery planning and ICAAP exercises.

Liquidity risk control measures such as liquidity-related ratios and balance sheet analysis are complementary tools for cash flow maturity mismatch analysis, and they are performed regularly to obtain deeper insights and finer control over the DBS Bank Group's liquidity profile across different locations.

The liquidity risk control measures also include concentration measures regarding top depositors, wholesale borrowing and swapped funds ratios.

Processes, systems and reports

Robust internal control processes and systems support the DBS Bank Group's overall approach in identifying, measuring, aggregating, controlling and monitoring liquidity risk across the DBS Bank Group.

Continuous improvement in data and reporting platforms has allowed most elements of internal liquidity risk reporting to be centralised.

The RMG Market and Liquidity Risk unit manages the day-to-day liquidity risk monitoring, control reporting, and analysis.

Liquidity risk in 2021

The DBS Bank Group actively monitors and manages its liquidity profile through cash flow maturity mismatch analysis.

In forecasting cash flows under the analysis, behavioural profiling is necessary in cases where a product has indeterminate maturity or the contractual maturity does not realistically reflect the expected cash flow.

Two examples are maturity-indeterminate savings and current account deposits, which are generally viewed as sources of stable funding for commercial banks. In fact, they consistently exhibit stability even under historic periods of stress. A conservative view is adopted in the behavioural profiling of assets, liabilities and off-balance sheet commitments that have exhibited cash flow patterns that differ significantly from the contractual maturity profile shown under Note 44.1 to the DBS Bank Group's audited consolidated financial statements as at and for the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular.

The table below shows the DBS Bank Group's behavioural net and cumulative maturity mismatch between assets and liabilities over a one-year period, in a normal scenario without incorporating growth projections. The DBS Bank Group's liquidity was observed to remain adequate in the maturity mismatch analysis. In 2021, the liquidity profile improved as excess liquidity from deposit growth is retained in short term funds.

SGD million ^(a)	Less than 1 week	1 week to 1 month	1 to 3 months	3 to 6 months	6 months to 1 year
As at 31 Dec 2021 ^(b) Net liquidity mismatch	37,477	20,619	(6,556)	13,624	7,136
Cumulative mismatch	37,477	58,096	51,540	65,164	72,300
As at 31 Dec 2020 ^{(b)(c)} Net liquidity mismatch	26,191	12,542	6,407	9,742	6,158
Cumulative mismatch	26,191	38,733	45,140	54,882	61,040

(a) Positive indicates a position of liquidity surplus. Negative indicates a liquidity shortfall that has to be funded

(b) As the behavioural assumptions used to determine the maturity mismatch between assets and liabilities are updated from time to time, the liquidity mismatches may not be directly comparable across past balance sheet dates

(c) This excludes the assets and liabilities of Lakshmi Vilas Bank (LVB) that was amalgamated with DBS Bank India Limited on 27 Nov 2020. Impact from LVB's positions was assessed to be insignificant

Liquid assets

Liquid assets are assets that are readily available and can be easily monetised to meet obligations and expenses under times of stress.

Such assets are internally defined under the governance of the relevant oversight committees, taking into account asset class, issuer type and credit rating, among other criteria, before they are reflected as available funds through cash flow maturity mismatch analysis. The DBS Bank Group's Treasury function expects to be able to operationally monetise its pool of liquid assets to meet liquidity shortfalls when the need arises. These liquid assets must be unencumbered and free of any legal, regulatory, contractual or other restrictions.

In practice, liquid assets are maintained in key locations and currencies to ensure that operating entities in such locations possess a degree of self-sufficiency to support business needs and guard against contingencies. The main portion of the DBS Bank Group's liquid assets is centrally maintained in Singapore to support liquidity needs in smaller overseas subsidiaries and branches. Internally, the DBS Bank Group sets a requirement to maintain its pool of liquid assets above a minimum level as a source of contingent funds, taking into account regulatory recommended liquid asset levels as well as internally projected stress shortfalls under its cash flow maturity mismatch analysis.

The table below shows DBS Bank Group's encumbered and unencumbered liquid assets by instrument and counterparty against other assets in the same category under the balance sheet. The figures are based on the carrying amount at the balance sheet date.

SGD million	Liquid assets				Others ^(d)	Total
	Encumbered	Unencumbered	Total[1]	Average ^(c)	[2]	[1] + [2]
As at 31 Dec 2021						
Cash and balances with central banks ^(a)	10,250	10,558	20,808	19,145	35,569	56,377
Due from banks ^(b)	-	8,366	8,366	12,314	43,011	51,377
Government securities and treasury bills	6,419	46,309	52,728	52,014	534	53,262
Banks and corporate securities	1,449	54,720	56,169	54,696	13,523	69,692
Total	18,118	119,953	138,071	138,169	92,637	230,708

- (a) Unencumbered balances with central banks comprise holdings that are unrestricted and available overnight. The encumbered portion represents the mandatory balances held with central banks, which includes a minimum cash balance (MCB) amount that may be available for use under a liquidity stress situation. The "Others" portion includes term placements with central banks
- (b) Liquid assets comprise nostro accounts and eligible certificates of deposits
- (c) Total liquid assets reflected on an average basis over the four quarters in 2021
- (d) "Others" refer to assets that are not recognised as part of the available pool of liquid assets for liquidity management under stress due to (but not limited to) inadequate or non-rated credit quality, operational challenges in monetisation (e.g. holdings in physical scrips), and other considerations

In addition to the above table, collateral received in reverse repo-transactions amounting to SGD 21,343 million were recognised for liquidity management under stress.

Liquidity coverage ratio ("LCR")

Under MAS Notice to Banks No. 649 "Minimum Liquid Assets (MLA) and Liquidity Coverage Ratio (LCR)", DBS Bank, as a Domestic Systemically Important Bank (D-SIB) incorporated and headquartered in Singapore, is required to comply with the LCR standards. The DBS Bank Group LCR has been maintained well above the minimum LCR requirements of 100% for both all-currency and SGD.

The DBS Bank Group's LCR is sensitive to balance sheet movements resulting from commercial loan/ deposit activities, wholesale inter-bank lending/ borrowing, and to the maturity tenor changes of these positions as they fall into or out of the LCR 30-day tenor. In order to meet the LCR requirements, the DBS Bank Group holds a pool of unencumbered High Quality Liquid Assets comprising predominantly cash, balances with central banks and highly rated bonds issued by governments or supranational entities.

Net stable funding ratio ("NSFR")

The DBS Bank Group is subject to the NSFR under MAS Notice to Banks No. 652 "Net Stable Funding Ratio (NSFR)" (MAS Notice 652). The DBS Bank Group's NSFR has been maintained consistently above the minimum regulatory requirement of 100%. NSFR aims to improve the resiliency of banks by promoting long term funding stability. The DBS Bank Group manages its NSFR by maintaining a stable balance sheet supported by a diversified funding base with access to funding sources across retail and wholesale channels.

Operational Risk

Operational risk is inherent in the DBS Bank Group's business activities and may arise from inadequate or failed internal processes, people, systems or from external events.

The DBS Bank Group's objective is to keep operational risk at appropriate levels, taking into account the markets the DBS Bank Group operates in, the characteristics of the businesses as well as its economic and regulatory environment.

Operational Risk Management at the DBS Bank Group

The DBS Bank Group's approach to operational risk management comprises the following building blocks: policies, risk methodologies, and processes, systems and reports.

Policies

The DBS Bank Group's Operational Risk Management ("**ORM**") Policy sets its overall approach to managing operational risk in a structured, systematic and consistent manner.

There are policies, standards, tools and programmes in place to govern ORM practices across the DBS Bank Group. These include corporate operational risk policies and standards that are owned by the respective corporate oversight and control functions. The key policies address risk areas relating to technology, compliance, fraud, money laundering, financing of terrorism and sanctions, new product, outsourcing and ecosystem partnership.

Risk methodologies

The DBS Bank Group adopts the standardised approach to compute operational risk regulatory capital.

To manage and control operational risk, the DBS Bank Group uses various tools, including risk and control self-assessment, operational risk event management and key risk indicator monitoring.

The DBS Bank Group's three lines of defence adopt one common risk taxonomy, and a consistent risk assessment approach to managing operational risk. Risk and control self-assessment is conducted by each business or support unit to identify key operational risk and assess the effectiveness of internal controls. When control issues are identified, the units develop action plans and track the resolution of the issues.

Operational risk events are classified in accordance with Basel standards. Such events, including any significant incidents that may impact the DBS Bank Group's reputation, must be reported based on certain established thresholds. Key risk indicators with pre-defined escalation triggers are employed to facilitate risk monitoring in a forward-looking manner.

Additional methodologies are in place to address subject-specific risks, including, but not limited to the following:

Technology risk

Information Technology ("**IT**") risk is managed through an enterprise technology risk management approach. This covers risk identification, assessment, mitigation, monitoring and reporting. In addition, the appropriate governance, IT policies and standards, control processes and risk mitigation programmes are in place to support the risk management approach.

Cyber security risk

Cyber security risk is an important and continuous focus of the bank. The DBS Bank Group devotes significant attention and resources to protect and improve the security of its computer systems, software, networks and other technology assets. Similar to IT risk, cyber security risk is managed through the same enterprise risk management approach, which cuts across all lines of business. The Chief Information Security Officer oversees the cyber security function and the one-stop competency centre for all cyber security related matters, such as operational risks and data protection risks.

Compliance risk

Compliance risk refers to the risk of the DBS Bank Group not being able to successfully conduct its business because of any failure to comply with laws, regulatory requirements, industry codes or standards of business and professional conduct applicable to the financial sector.

This includes, in particular, laws and regulations applicable to the licensing and conducting of banking or other financial businesses, financial crime such as anti-money laundering and countering the financing of terrorism, fraud, and bribery/corruption. The DBS Bank Group maintains a compliance programme

designed to identify, assess, measure, mitigate and report on such risks through a combination of policy and relevant systems and controls.

To counter financial crime and sanctions risks, the DBS Bank Group established minimum standards for its business and support units to manage its actual and/ or potential risk exposures. In addition, standards aimed to provide the end-to-end management for fraud and related issues at the unit and geographical levels, were implemented through the Fraud Management Programme. The DBS Bank Group implements surveillance and compliance testing controls where necessary to obtain assurance that the control framework is operating effectively.

The DBS Bank Group also provides relevant training and implements assurance processes. The DBS Bank Group strongly believes in the need to promote a strong compliance culture as well, and this is developed through the leadership of its Board and senior management.

New product, outsourcing and ecosystem partnership risks

Each new product, service, outsourcing arrangement or ecosystem partnership is subject to a risk review and sign-off process, where relevant risks are identified and assessed. Variations of existing products or services and existing outsourcing arrangements and ecosystem partnerships are also subject to a similar process.

Other mitigation programmes

A robust business continuity management programme is in place to ensure that essential banking services can continue in the event of unforeseen events or business disruptions. This includes a crisis management plan to enable quick response to manage incidents. Exercises are conducted annually, simulating different scenarios to test business continuity plans and crisis management protocol. The effectiveness of these exercises as well as the DBS Bank Group's business continuity readiness and its alignment to regulatory guidelines are communicated and attested by senior management to the BRMC annually.

Amid the COVID-19 pandemic, the DBS Bank Group's business continuity plans were put to the test and kept the bank in good stead. The DBS Bank Group was able to quickly adapt and adjust to the pandemic to ensure minimal impact on its customers and assure the health and safety of its employees. The DBS Bank Group dialled up its work-from-home capabilities by leveraging technology and data, and proactively managed the operational risks which arose from new or revised processes as it moved towards a hybrid work arrangement.

To mitigate losses from specific risk events which are unexpected and significant, the DBS Bank Group effects group-wide insurance policies – under the DBS Bank Group's insurance programme. These insurance policies relate to crime and professional indemnity, directors and officers liability, cyber risk, property damage and business interruption, general liability and terrorism.

Processes, systems and reports

Robust internal control processes and systems are integral to identifying, monitoring, managing and reporting operational risk.

All units are responsible for the day-to-day management of operational risk in their products, processes, systems and activities, in accordance with the various frameworks and policies. The RMG Operational Risk unit and other corporate oversight and control functions:

- oversee and monitor the effectiveness of operational risk management;
- assess key operational risk issues with the units, and
- report and/ or escalate key operational risks to risk committees with recommendations on appropriate risk mitigation strategies.

The DBS Bank Group has in place an integrated governance, risk and compliance system with aligned risk assessment methodology, common taxonomy and unified processes for the three lines of defence. The DBS Bank Group has in place an operational risk landscape profile which provides the Board and senior management with an integrated view of the DBS Bank Group's operational risk profile periodically, across key operational risk areas and business lines.

Operational risk in 2021

The total operational risk losses in 2021 increased to SGD 11 million (0.08% of the DBS Bank Group's total operating income), from SGD 6 million (0.04%) in 2020. The losses may be categorised into the following seven Basel risk event categories:

Basel risk event types	2021		2020	
	SGD million	%	SGD million	%
Execution, delivery and process management (EDPM)	9.58	86%	3.65	61%
External fraud	0.71	7%	1.2	20%
Business disruptions and system failures	0.16	1%	0.48	8%
Clients, products and business practices	0.49	5%	0.58	10%
Damage to physical assets	0.16	1%	0.04	1%
Internal fraud	0.02	0%	0	0%
Employment practices and workplace safety	0	0%	0	0%
Total^(a)	11.1	100%	6.0^(b)	100%

Notes

- (a) Reportable operational risk events are those with net loss greater than SGD 10,000 and are reported based on the date of detection
 (b) This excludes the operational losses of Lakshmi Vilas Bank (LVB) that was amalgamated with DBS Bank India Limited on 27 Nov 2020

EDPM, which comprised mainly processing errors, accounted for the highest share of the DBS Bank Group's total losses in 2021.

Reputational Risk

The DBS Bank Group views reputational risk as an outcome of any failure to manage risks in its day-to-day activities/decisions, and from changes in the operating environment. These risks include:

- (a) Financial risk (credit, market and liquidity risks)
- (b) Inherent risk (operational and business/strategic risks)

Reputational risk management at the DBS Bank Group

The DBS Bank Group's approach to reputational risk management comprises the following buildings blocks: policies, risk methodologies, and processes, systems and reports.

Policies

The DBS Bank Group adopts a four-step approach to reputational risk management, which is to prevent, detect, escalate and respond to reputational risk events.

As reputational risk is a consequence of the failure to manage other risk types, the definitions and principles for managing such risks are articulated in the respective risk policies. These are reinforced by sound corporate values that reflect ethical behaviours and practices throughout the DBS Bank Group.

The DBS Bank Group has policies in place to protect the consistency of its brand and to safeguard its corporate identity and reputation.

Risk methodologies

Under the various risk policies, the DBS Bank Group has established a number of mechanisms for ongoing risk monitoring.

These mechanisms take the form of risk limits, key risk indicators and other operating metrics, and includes the periodic risk and control self-assessment process. Apart from observations from internal sources, alerts from external parties/stakeholders also serve as an important source to detect potential reputational risk events. In addition, there are policies relating to media communications, social media and corporate social responsibility to protect the DBS Bank Group's reputation. There are also escalation and response mechanisms in place for managing reputational risk.

While the respective risk policies address the individual risk types, the Reputational Risk Policy focuses specifically on the DBS Bank Group's stakeholders' perception of how well the DBS Bank Group manages its reputational risks. Stakeholders include customers, government agencies and regulators, investors, rating agencies, business alliances, vendors, trade unions, the media, the general public, the Board and senior management and the DBS Bank Group's employees.

The DBS Bank Group recognises that creating a sense of shared value through engagement with key stakeholder groups is imperative for its brand and reputation.

Processes, systems and reports

The DBS Bank Group's units are responsible for the day-to-day management of reputational risk and ensure that processes and procedures are in place to identify, assess and respond to this risk. This includes social media monitoring to pick up adverse comments on the DBS Bank Group. Events affecting the DBS Bank Group's reputational risk are also included in its reporting of risk profiles to senior management and Board-level committees.

Reputational risk in 2021

The DBS Bank Group's priority is to prevent the occurrence of a reputational risk event, instead of taking mitigating actions when it occurs. In relation to the two-day digital disruption in November 2021 which impacted the DBS Bank Group's reputation, concerted efforts were made to recover the banking services as soon as possible and to keep customers updated on the recovery progress via various communication channels. Following the incident, management has initiated remedial measures to improve the resilience of the DBS Bank Group's services and incident response, with due consideration given to regulatory requirements and expectations.

DESCRIPTION OF THE ASSETS AND LIABILITIES OF THE DBS BANK GROUP

Customer Loan Portfolio

As at 31 December 2021, 2020 and 2019, the DBS Bank Group's loans and advances to customers net of cumulative allowances were SGD 409 billion, SGD 371 billion and SGD 358 billion, respectively, which accounted for approximately 60%, 57% and 62% of total assets for 31 December 2021, 2020 and 2019, respectively. The DBS Bank Group's gross loans and advances to customers were SGD 415 billion, SGD 378 billion and SGD 362 billion as at 31 December 2021, 2020 and 2019, respectively. As at 31 December 2021, 2020 and 2019, approximately 38%, 40% and 40% of customer loans and advances were denominated in Singapore dollars.

From 2019 to 2021, the DBS Bank Group's gross loans and advances to customers grew at a compound annual growth rate of 7% from SGD 362 billion as at 31 December 2019 to SGD 415 billion as at 31 December 2021.

As at 31 December 2021, loans to Singapore borrowers accounted for approximately 46% of the DBS Bank Group's gross customer loans and advances, while loans to Hong Kong borrowers accounted for 17% and other overseas locations accounted for 37% of the DBS Bank Group's gross customer loans and advances.

Customer Loan Concentrations

The DBS Bank Group's top 5 borrower groups (based on outstanding amounts) accounted for 6% of its total customer loans and advances portfolio as at 31 December 2021, while the top 20 borrower groups accounted for 14% of the total customer loans and advances at that date. Of the top 20 borrower groups as at 31 December 2021, none were classified as non-performing.

The DBS Bank Group's policy is to maintain a diversified loan portfolio without significant concentrations of exposure to any single customer or group of customers. Gross loans to manufacturing, building and construction, and general commerce companies accounted for 10%, 26% and 11%, respectively of the DBS Bank Group's total gross customer loans and advances as at 31 December 2021. Housing loans and loans to professionals and private individuals, accounted for 29% of the total gross loans and advances as at 31 December 2021.

The following table sets forth the DBS Bank Group's total gross loans and advances to customers by industry classification as at 31 December 2021, 2020 and 2019:

	Customer Loan Concentrations as at 31 December					
	2019		2020		2021	
	<i>In SGD millions, except percentages</i>					
Manufacturing	37,635	10.4%	39,802	10.5%	41,831	10.1%
Building and construction	85,144	23.5%	96,964	25.7%	107,633	25.9%
Housing loans	73,606	20.3%	74,207	19.6%	78,516	18.9%
General commerce.....	45,664	12.6%	40,669	10.8%	44,642	10.8%
Transportation, storage and communications	31,574	8.7%	31,617	8.4%	30,963	7.5%
Financial institutions, investment and holding companies	24,660	6.8%	28,449	7.5%	37,289	9.0%

Customer Loan Concentrations as at 31 December

	2019		2020		2021	
	<i>In SGD millions, except percentages</i>					
Professionals and private individuals (excluding housing loans)	34,121	9.4%	33,578	8.9%	40,114	9.7%
Others	30,023	8.3%	32,484	8.6%	34,084	8.1%
Total	362,427	100.0%	377,770	100%	415,072	100%

Housing Loans

As at 31 December 2021, the DBS Bank Group's gross housing loans accounted for 19% of its total gross customer loans and advances as compared to 20% as at 31 December 2020 and 20% as at 31 December 2019. Housing loans are the DBS Bank Group's main consumer lending products.

In Singapore, housing loans are granted to purchasers of both public and private residential properties. Housing loans are typically amortising loans and priced either on fixed or floating rates. These loans are secured by a mortgage on the underlying property. The loan-to-value limit of housing loans is currently 75% for the first loan, 45% for the second loan and 35% for subsequent loans. The aforesaid loan-to-value limits are lowered to 55%, 25% and 15% respectively when the loan tenure exceeds 30 years or extends beyond the borrower's age of 65 years.

In addition, in June 2013, the MAS implemented a Total Debt Servicing Ratio ("TDSR") framework for property loans that aims to promote financial prudence and prevent over-leveraging by property purchasers. Subject to certain exemptions, the TDSR threshold restricts the borrower's monthly total debt obligations to not more than 55% of his gross monthly income. The TDSR framework was fine-tuned in 2016, 2017 and 2021.

Further, additional buyer stamp duties ranging from 5% to 30% were imposed as part of property cooling measures. Only Singapore citizens buying their first property are exempted from these additional stamp duties.

Building and Construction

As at 31 December 2021, gross loans to the building and construction sector accounted for 26% of the DBS Bank Group's total gross loans and advances as compared to 26% as at 31 December 2020 and 23% as at 31 December 2019. The DBS Bank Group provides funding, mainly on a secured basis, for a variety of projects, such as office buildings and complexes, residential developments, industrial developments and retail developments.

The DBS Bank Group follows a set of internal guidelines for determining the suitability of any particular building and construction project. For example, it will typically analyse, among other things, information such as the projected cash flows, the developer's track record, financial condition and reputation, the quality of the proposed construction and the location of the project and will require the borrower to submit business plans and feasibility studies. The DBS Bank Group tends to enter into repeat transactions with those developers with which it has had previous experience.

Financial Institutions, Investment and Holding Companies

As at 31 December 2021, 2020 and 2019, gross loans to the financial institutions, investment and holding companies sectors accounted for 9%, 8% and 7% respectively of the DBS Bank Group's total gross loans and advances.

Counterparties span across a variety of financial institutions, including but not limited to, central banks, banks, insurance companies, securities companies, clearing houses, supranationals, leasing and finance companies and various traditional/alternative funds. The DBS Bank Group's current lending policy in this sector is to focus on the industry's top tier global institutions, as well as selected local and regional players in its target markets.

Manufacturing

As at 31 December 2021, gross loans to the manufacturing sectors accounted for 10% of the DBS Bank Group's total gross loans and advances, as compared to 11% as at 31 December 2020 and 10% as at 31 December 2019. The DBS Bank Group's manufacturing customers represent a broad range of businesses. Key industries in the manufacturing sector include electronics, transport equipment, downstream petrochemical and engineering industries. The DBS Bank Group's manufacturing customers range from small to large corporations and include many of the major manufacturing companies and groups in Singapore, several large multi-national groups and smaller companies which are suppliers for large global organisations.

General Commerce

As at 31 December 2021, gross loans to the general commerce sector accounted for 11% of total gross loans and advances, as compared to 11% as at 31 December 2020 and 13% as at 31 December 2019. The DBS Bank Group's general commerce customers include wholesalers and retailers.

Others

Loans to professionals and private individuals (excluding housing loans) accounted for 10%, 9% and 9% of total gross loans and advances as at 31 December 2021, 2020 and 2019.

Loans to the transportation, storage and communications sector were 7% of total gross loans and advances portfolio as at 31 December 2021 as compared to 8% as at 31 December 2020 and 9% as at 31 December 2019.

Loans classified as "others" accounted for 8% of total gross loans and advances as at 31 December 2021 as compared to 9% as at 31 December 2020 and 8% as at 31 December 2019. Loans classified as "others" comprise mainly lending to government-linked corporations, statutory boards, hotels and other SMEs.

Limits on Exposures to Specified Groups of Persons

Section 29 of the Banking Act provides that a bank in Singapore shall limit its exposure to certain groups of persons, including a substantial shareholder group of the bank, a director group of the bank and the financial group of the bank.

See "*Regulation and Supervision – Regulation and Supervision in Singapore – The Regulatory Environment – Other Key Prudential Provisions*".

Credit Risk by Geography

The exposures set out below are determined based on the location of incorporation of issuer (for debt securities), borrower (for loans) or the issuing bank in the case of bank backed export financing.

	Government securities and treasury bills (Gross)	Due from banks (Gross)	Bank and corporate debt securities (Gross)	Loans and advances to customers (Gross)	Total
			<i>In SGD millions</i>		
Assets					
2021					
Singapore.....	11,364	5,221	15,470	191,831	223,886
Hong Kong	4,586	7,889	1,222	70,216	83,913
Rest of Greater China.....	4,734	9,633	7,210	59,150	80,727
South and Southeast Asia	6,225	3,648	4,023	30,784	44,680
Rest of the World.....	26,357	24,908	25,958	63,091	140,314
Total	53,266	51,299	53,883	415,072	573,520
2020					
Singapore.....	13,608	1,183	15,292	176,402	206,485
Hong Kong	3,872	2,333	1,212	59,093	66,510
Rest of Greater China.....	4,467	19,051	5,764	53,278	82,560
South and Southeast Asia	6,757	3,819	4,760	30,362	45,698
Rest of the World.....	22,999	24,434	27,128	58,635	133,196
Total	51,703	50,820	54,156	377,770	534,449
2019					
Singapore.....	13,650	704	16,577	168,704	199,635
Hong Kong	4,185	523	1,512	55,062	61,282
Rest of Greater China.....	3,458	19,334	3,743	53,009	79,544
South and Southeast Asia	5,469	4,107	5,030	29,438	44,044
Rest of the World.....	22,969	14,639	26,989	56,214	120,811
Total	49,731	39,307	53,851	362,427	505,316

Customer Loans and Advances Maturity Profile

As at 31 December 2021, customer loans and advances (net of allowances) repayable on demand and loans and advances maturing in less than seven days constituted 9.7%, loans and advances maturing in between one week and a month constituted 16.3%, loans and advances maturing between one month and three months constituted 9.5% and between three months and one year constituted 15.2%, while customer loans and advances maturing in one year or more accounted for the remainder of total customer loans and advances. Loans and advances with maturities of less than one year include revolving credit and overdraft facilities, which are typically renewed upon rollover and actual repayment patterns are of a longer-term nature.

The following table sets forth an analysis of the DBS Bank Group's customer loans and advances (net of loss allowances) by maturity:

	Less than 7 days	1 Week to 1 Month	1 to 3 Months	3 to 12 Months	Over 1 Year	Total
	<i>In SGD millions</i>					
2021.....	39,873	66,763	38,870	62,213	201,274	408,993
2020.....	30,105	57,867	37,890	51,681	193,628	371,171
2019.....	28,574	59,955	36,806	46,205	186,344	357,884

Credit Quality Information

Classification of Loans

The DBS Bank Group classifies its loans in accordance with guidelines adopted by the MAS and seeks to use international best practices in its approach where possible and applicable. The MAS guidelines require banks to classify their loan portfolios to take into account the risks inherent in a portfolio. These classifications, and underlying collateral valuations, are used to determine minimum levels of loan loss reserves which banks are required to maintain.

The MAS guidelines require banks to categorise their loan portfolios into five categories – two for performing loans (Pass and Special Mention) and three for classified, or NPAs (Substandard, Doubtful and Loss). Banks are required to set minimum reserves based on these categories.

Loans categorised as Pass indicate that timely repayment of an outstanding credit facility is not in doubt. The Special Mention category indicates that the borrower exhibits potential weaknesses that, if not corrected in a timely manner, may adversely affect future repayments and warrant close attention by DBS Bank Group.

Substandard, Doubtful or Loss classifications are appropriate when there are well-defined weakness(es) in a borrower's position that may jeopardise repayment of principal or interest from normal sources.

The following table sets forth the various categories of classified loans:

Classification Grade	Description
Substandard	Indicates that the borrower exhibits definable weaknesses in its business, cash flow or financial position that may jeopardise repayment on existing terms.
Doubtful	Indicates that the borrower exhibits severe weaknesses such that the prospect of full recovery of the outstanding credit facilities is questionable and the prospect of a loss is high, but the exact amount remains undeterminable as yet.
Loss	Indicates that the outstanding credit facility is not collectable, and little or nothing can be done to recover the outstanding amount from any collateral or from the assets of the borrower generally.

For rated loans, the DBS Bank Group conducts regular reviews, in the form of supervision reports, on a yearly basis for loans classified as Pass. For loans classified as Special Mention or lower, more frequent reviews are done.

The DBS Bank Group uses an internal rating system for its bank counterparties based on various key financial ratios, such as asset, capital, profitability, liquidity, and size ratios in its financial assessment. The DBS Bank's overseas branches and subsidiaries generally adhere to the classification guidelines stipulated by the respective local banking regulations but utilise the internal classification guidelines for the purposes of consolidation at the holding company and/or bank level.

The DBS Bank Group submits regular reports on its classified loans to the MAS. As part of its review, the MAS determines compliance with applicable regulations and may require banks to classify a particular loan or to change an existing classification.

When concessions are granted to the original terms of a loan for reasons relating to the financial difficulties of the borrower, the loan is considered a Restructured Loan. A Restructured Loan is generally graded as Substandard, Doubtful or Loss. Restructured Loans are not returned to performing status until specific conditions have been met, including that there is no longer any reasonable doubt regarding the timely collection of principal and interest and that there has been a reasonable period of sustained performance under the restructured terms. As part of the restructuring process, the particular business unit will work with the borrower to implement the most appropriate restructuring plan.

The DBS Bank Group's total NPAs were SGD 5.85 billion as at 31 December 2021, compared with SGD 6.69 billion as at 31 December 2020 and SGD 5.77 billion as at 31 December 2019. Of the total NPAs as at 31 December 2021, 52% were classified as Substandard, 22% were classified as Doubtful and 26% were classified as Loss. Of the total NPAs as at 31 December 2021, SGD 3.22 billion originated in Singapore. Of these, 53% were classified as Substandard. NPAs originated in Hong Kong, Rest of Greater China, South and Southeast Asia and the Rest of the World totalled SGD 689 million, SGD 347 million, SGD 1.34 billion and SGD 248 million, respectively. As at 31 December 2021, approximately 27% of the DBS Bank Group's total NPAs had been restructured and continued to be included in the total volume of NPAs. The DBS Bank Group's top 20 NPAs amounted to SGD 2.68 billion, or 46% of its total NPAs, while 41% of the top 20 NPAs were in the Substandard category as at 31 December 2021.

The ratio of NPLs to total non-bank loans ("**NPL ratio**") fell to 1.3% as at 31 December 2021 compared to 1.6% as at 31 December 2020. NPL ratio was 1.5% as at 31 December 2019. The NPL ratios for Singapore and Hong Kong were 1.5% and 1.0%, as at 31 December 2021 compared with NPL ratios of 2.1% and 1.1%, respectively as at 31 December 2020. The net write-offs for NPLs amounted to SGD 641 million in 2021, SGD 746 million in 2020 and SGD 841 million in 2019, which were 0.2% of total customer loans as at 31 December 2021, 2020 and 2019, respectively.

Loan Loss Provisioning and Reserve, Interest Accrual and Write-off Policies

The DBS Bank Group adopted provisioning policies in accordance with SFRS(I) and provides for expected credit losses ("**ECL**"). ECL are unbiased and probability-weighted estimates of credit losses determined by evaluating a range of possible outcomes, considering past events, current conditions and assessments of future economic conditions at the reporting date. The ECL associated with a financial asset is typically a product of its probability of default ("**PD**"), loss given default ("**LGD**") and exposure at default ("**EAD**") discounted using the original effective interest rate to the reporting date. Any shortfall from the Minimum Regulatory Loss Allowance ("**MRLA**") as defined in MAS Notice 612 is required to be appropriated from retained earnings in equity and held as non-distributable Regulatory Loss Allowance Reserve ("**RLAR**").

Under applicable tax regulations in Singapore first issued by the IRAS on 30 December 2005 and revised on 16 March 2015, banks are allowed to claim deductions on individual and collective impairment loss allowances for assets in revenue accounts (such as loans).

Pursuant to Section 34AA of the Income Tax Act and the IRAS e-Tax Guide on Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments, banks are allowed to claim tax deductions on impairment losses recognised in the P&L in respect of credit-impaired financial instruments (such as debt instruments and loan commitments) that are on revenue account.

The provisions in section 14G of the Income Tax Act apply in relation to a provision made by a bank for an expected credit loss arising from loans or securities that are not credit-impaired, as those provisions apply in relation to a provision for doubtful debts arising from the bank's loans or for diminution in the value of the bank's investments in securities. The total amount of deductions in respect of the provision for doubtful debts arising from a bank's loans and the provision for diminution in value of its investments in securities made in the basis period for any year of assessment ("YA") shall not exceed the lowest of:

- (i) 25% of the qualifying profits for the basis period for that YA;
- (ii) 0.5% of the prescribed value of the loans and investments in securities in the basis period for that YA; and
- (iii) 3% of the prescribed value of the loans and investments in securities in that basis period for that YA (less the total amount of all deductions previously allowed which have not been deemed to be trading receipts).

Under the current tax rules for ECL, the maximum tax-deductible ECL that could be claimed each year are restricted to the lower of 25% of qualifying profits and 0.5% of the prescribed value of qualifying loans and investments in securities and the cumulative tax deduction claims of up to 3% of the prescribed value of qualifying loans and investments in securities. Where a tax deduction on ECL was claimed under current tax rules, the corresponding write-back or reversal is taxable.

Non-Performing Assets and Provisioning Data

The following tables set forth various statistics with respect to the DBS Bank Group's NPAs and loss allowances:

**Non-Performing Assets and Provisioning Data
as at 31 December 2021⁽¹⁾**

	Singapore	Hong Kong	Rest of Greater China	South and Southeast Asia	Rest of the World	Total
	<i>In SGD millions, except percentages</i>					
Non-performing assets	3,222	689	347	1,343	248	5,849
Substandard	1,702	265	242	681	156	3,046
Doubtful	451	244	71	453	92	1,311
Loss	1,069	180	34	209	-	1,492
Customer NPLs as a % of gross customer loans in the respective countries ⁽²⁾	1.5%	1.0%	0.6%	3.7%	0.4%	1.3%
Specific allowances ⁽³⁾	1,767	423	83	592	61	2,926
General allowances ⁽⁴⁾						3,876
Total cumulative loss allowances....						6,802
Total cumulative loss allowances as a % of:						
Total assets						1.0%
NPAs ⁽⁵⁾						116%
Unsecured NPAs ⁽⁶⁾						214%

Notes:

(1) Classified according to location where the borrower is incorporated.

- (2) Calculated based on total customer NPLs divided by total gross customer loans.
(3) Refers to Stage 3 expected credit loss.
(4) Refers to Stage 1 and Stage 2 expected credit loss.
(5) Calculated based on total cumulative loss allowances divided by NPAs.
(6) Calculated based on total cumulative loss allowances divided by unsecured NPA.

**Non-Performing Assets and Provisioning Data
as at 31 December 2020⁽¹⁾**

	Singapore	Hong Kong	Rest of Greater China	South and Southeast Asia	Rest of the World	Total
	<i>In SGD millions, except percentages</i>					
Non-performing assets	3,894	685	426	1,280	401	6,686
Substandard	2,059	295	227	729	193	3,503
Doubtful	921	256	165	330	208	1,880
Loss	914	134	34	221	-	1,303
Customer NPLs as a % of gross customer loans in the respective countries ⁽²⁾	2.1%	1.1%	0.7%	3.6%	0.5%	1.6%
Specific allowances ⁽³⁾	1,929	363	106	550	66	3,014
General allowances ⁽⁴⁾						4,312
Total cumulative loss allowances....						7,326
Total cumulative loss allowances as a % of:						
Total assets						1.1%
NPAs ⁽⁵⁾						110%
Unsecured NPAs ⁽⁶⁾						206%

Notes:

- (1) Classified according to location where the borrower is incorporated.
(2) Calculated based on total customer NPLs divided by total gross customer loans.
(3) Refers to Stage 3 expected credit loss.
(4) Refers to Stage 1 and Stage 2 expected credit loss.
(5) Calculated based on total cumulative loss allowances divided by NPAs.
(6) Calculated based on total cumulative loss allowances divided by unsecured NPAs.

**Non-Performing Assets and Provisioning Data
as at 31 December 2019⁽¹⁾**

	Singapore	Hong Kong	Rest of Greater China	South and Southeast Asia	Rest of the World	Total
	<i>In SGD millions, except percentages</i>					
Non-performing assets	3,880	497	363	953	80	5,773
Substandard	2,459	222	213	460	39	3,393
Doubtful	511	165	115	307	41	1,139

**Non-Performing Assets and Provisioning Data
as at 31 December 2019⁽¹⁾**

	Singapore	Hong Kong	Rest of Greater China	South and Southeast Asia	Rest of the World	Total
	<i>In SGD millions, except percentages</i>					
Loss	910	110	35	186	-	1,241
Customer NPLs as a % of gross customer loans in the respective countries ⁽²⁾	2.2%	0.9%	0.7%	2.6%	0.1%	1.5%
Specific allowances ⁽³⁾	1,546	283	136	509	28	2,502
General allowances ⁽⁴⁾						2,511
Total cumulative loss allowances....						5,013
Total cumulative loss allowances (including RLAR) as a % of:						
Total assets						0.9%
NPAs ⁽⁵⁾						94%
Unsecured NPAs ⁽⁶⁾						191%

Notes:

- (1) Classified according to location where the borrower is incorporated.
- (2) Calculated based on total customer NPLs divided by total gross customer loans.
- (3) Refers to Stage 3 expected credit loss.
- (4) Refers to Stage 1 and Stage 2 expected credit loss.
- (5) Calculated based on total cumulative loss allowances (including RLAR of SGD 404 million) divided by NPAs.
- (6) Calculated based on total cumulative loss allowances (including RLAR of SGD 404 million) divided by unsecured NPAs.

Industry Classification of Non-Performing Assets

The DBS Bank Group's NPAs are spread across various industrial sectors, such as manufacturing, building and construction, general commerce and housing loans.

The following tables show the breakdown by industry classification of NPAs and specific allowances for the DBS Bank Group as at the dates indicated:

	As at 31 December					
	2019		2020		2021	
	NPAs	Specific allowances ⁽¹⁾	NPAs	Specific allowances ⁽¹⁾	NPAs	Specific allowances ⁽¹⁾
	<i>In SGD millions</i>					
Manufacturing	551	296	673	269	805	372
Building and construction	308	140	352	138	445	149
Housing loans	195	11	222	11	208	15
General commerce	586	313	971	564	911	662
Transportation, storage and communications ..	3,099	1,346	2,648	1,369	1,792	971
Financial institutions, investment and holding companies	65	19	47	23	93	50

As at 31 December

	2019		2020		2021	
	NPAs	Specific allowances ⁽¹⁾	NPAs	Specific allowances ⁽¹⁾	NPAs	Specific allowances ⁽¹⁾
	<i>In SGD millions</i>					
Professionals and private individuals (excluding housing loans).....	498	138	465	151	419	121
Others.....	100	42	681	167	617	205
Total NPLs.....	5,402	2,305	6,059	2,692	5,290	2,545
Debt securities, contingent items.....	371	197	627	322	559	381
Total.....	<u>5,773</u>	<u>2,502</u>	<u>6,686</u>	<u>3,014</u>	<u>5,849</u>	<u>2,926</u>

Note:

(1) Refers to Stage 3 expected credit loss.

Aging of Non-Performing Assets

The following table sets forth information with respect to the aging of the DBS Bank Group's NPAs as at the periods indicated:

	Non-Performing Assets				
	Past due				
	Not overdue	Within 90 days	Over 90 to 180 days	Over 180 days	Total
	<i>In SGD millions</i>				
2021.....	1,415	390	209	3,835	5,849
2020.....	1,148	515	384	4,639	6,686
2019.....	1,110	589	601	3,473	5,773

Movements in Impairment Allowances

The following table shows changes in the DBS Bank Group's specific and general loan loss allowances for the periods indicated:

	Balance at 1 January 2021	Charge/ (Write back) to income statement	Net write-off during the year	Amalgamation of LVB	Exchange and other movements ⁽³⁾	Balance at 31 December 2021
	<i>In SGD millions</i>					
Specific allowances						
Manufacturing.....	269	173	(97)	-	27	372
Building and construction.....	138	35	(25)	-	1	149
Housing loans.....	11	5	(1)	-	#	15
General commerce.....	564	184	(97)	-	11	662
Transportation, storage and communications.....	1,369	(102)	(273)	-	(23)	971
Financial institutions, investment and holding companies.....	23	27	-	-	#	50
Professionals and private individuals (excluding housing loans).....	151	108	(143)	-	5	121

	Balance at 1 January 2021	Charge/ (Write back) to income statement	Net write- off during the year	Amalgamation of LVB	Exchange and other movements ⁽³⁾	Balance at 31 December 2021
<i>In SGD millions</i>						
Others.....	167	41	(5)	-	2	205
Total specific allowances	2,692	471	(641)	-	23	2,545
Total general allowances	3,907	(382)	-	-	9	3,534
Total allowances	6,599	89	(641)	-	32	6,079

	Balance at 1 January 2020	Charge/ (Write back) to income statement	Net write- off during the year	Amalgamation of LVB	Exchange and other movements ⁽³⁾	Balance at 31 December 2020
<i>In SGD millions</i>						
Specific allowances⁽¹⁾						
Manufacturing.....	296	227	(248)	-	(6)	269
Building and construction.....	140	17	(17)	-	(2)	138
Housing loans.....	11	8	(8)	-	#	11
General commerce.....	313	322	(54)	-	(17)	564
Transportation, storage and communications.....	1,346	181	(139)	-	(19)	1,369
Financial institutions, investment and holding companies.....	19	4	-	-	#	23
Professionals and private individuals (excluding housing loans).....	138	284	(274)	-	3	151
Others.....	42	131	(6)	-	#	167
Total specific allowances	2,305	1,174	(746)	-	(41)	2,692
Total general allowances⁽²⁾	2,238	1,581	-	95	(7)	3,907
Total allowances	4,543	2,755	(746)	95	(48)	6,599

	Balance at 1 January 2019	Charge/ (Write back) to income statement	Net write- off during the year	Amalgamation of LVB	Exchange and other movements	Balance at 31 December 2019
<i>In SGD millions</i>						
Specific allowances⁽¹⁾						
Manufacturing.....	302	47	(50)	-	(3)	296
Building and construction.....	127	34	(16)	-	(5)	140
Housing loans.....	10	1	-	-	#	11
General commerce.....	268	166	(120)	-	(1)	313
Transportation, storage and communications.....	1,506	211	(381)	-	10	1,346
Financial institutions, investment and holding companies.....	18	(1)	2	-	#	19
Professionals and private individuals (excluding housing loans).....	129	190	(188)	-	7	138
Others.....	80	50	(88)	-	#	42
Total specific allowances	2,440	698	(841)	-	8	2,305
Total general allowances⁽²⁾	2,202	(17)	-	-	53	2,238
Total allowances	4,642	681	(841)	-	61	4,543

Notes:

Amount under SGD 500,000

(1) Refers to Stage 3 expected credit loss.

(2) Refers to Stage 1 and Stage 2 expected credit loss.

Securities Portfolio

The DBS Bank Group classifies its securities portfolio in line with the requirements under SFRS(I) 9. Its securities are classified into the following:

- At amortised cost using the effective interest method– These are debt securities with simple cash flows and are in a hold to collect business model;
- Fair value through other comprehensive income – Debt (FVOCI -Debt) – These are debt securities with simple cash flows and are in a hold to collect and sell business model. Unrealised gains or losses on FVOCI debt instruments are recorded in other comprehensive income and accumulated in FVOCI reserves. When they are sold, the accumulated fair value adjustments in FVOCI are reclassified to the income statement;
- Fair value through other comprehensive income – Equity (FVOCI – Equity) – These are non-trading equity securities that DBS Bank Group has elected to apply FVOCI – Equity accounting treatment. Apart from dividend income, all other gains and losses on FVOCI equity instruments are recorded in other comprehensive income and accumulated in FVOCI reserves, and not reclassified to profit or loss upon derecognition; and
- Fair Value through profit or loss (FVPL) – These are securities that do not have simple cash flows or are not part of a hold to collect or hold to collect and sell business model. Realised and unrealised gains or losses on FVPL financial assets are taken to the income statement in the period they arise.

The DBS Bank Group's securities are disclosed as follows on its balance sheet:

- Government securities and treasury bills; and
- Bank and corporate securities.

The DBS Bank Group's total securities portfolio accounted for 18% of total assets as at 31 December 2021, compared with 18% as at 31 December 2020 and 20% as at 31 December 2019. Government securities and treasury bills accounted for 8% of total assets as at 31 December 2021, compared with 8% as at 31 December 2020 and 9% as at 31 December 2019.

The DBS Bank Group's bank and corporate securities accounted for 10%, 10% and 11% of its total assets as at 31 December 2021, 2020 and 2019, respectively.

The following table sets forth book-value data relating to the DBS Bank Group's securities portfolio, as at the periods indicated:

	As at 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Government securities and treasury bills.....	49,729	51,700	53,262
Bank and corporate securities	63,746	65,456	69,692
Total	113,475	117,156	122,954

Funding Sources

The DBS Bank Group's funding is predominantly composed of deposits from customers. The percentage of total liabilities attributable to customer deposits was 80%, 78%, and 77% as at 31 December 2021, 2020 and 2019, respectively.

and 2019, respectively. As at 31 December 2021, the DBS Bank Group's loan-to-deposit ratio of 81% reflects that funding from deposits was in excess of loan requirements.

The DBS Bank Group's customer deposits are diversified, of which the retail segment comprises a substantial portion of total deposits. Retail segment deposits are generally stable and low cost.

The DBS Bank Group's funding is supplemented by debt issuances, including, but not limited to, medium term notes, commercial papers, certificates of deposits, covered bonds and subordinated term debts. The DBS Bank Group accesses wholesale funds through public offerings and private placements of debt instruments. Borrowings from commercial banks and other financial institutions account for a relatively minor portion of the DBS Bank Group's total borrowings.

The DBS Bank Group raises foreign currency funding, mainly in U.S. dollars. Major sources of foreign currency funds include the international markets and the domestic money markets in countries in which the DBS Bank Group operates.

The following table sets forth details as at 31 December 2021 of securities issued to third parties, i.e. other than those due to DBSH, by the DBS Bank Group which qualify as capital for regulatory capital adequacy purposes.

The following table sets forth a breakdown of the sources of the DBS Bank Group's funding sources at the periods indicated:

	As at 31 December		
	2019	2020	2021
	<i>In SGD millions</i>		
Senior medium-term notes.....	7,916	2,052	1,141
Commercial papers.....	25,914	20,751	24,595
Negotiable certificates of deposit.....	4,562	3,738	4,865
Covered bonds.....	5,206	4,545	5,689
Other debt securities.....	9,712	8,143	10,611
Total	53,310	39,229	46,901
Due within 1 year	40,073	30,614	35,937
Due after 1 year	13,237	8,615	10,964
Total	53,310	39,229	46,901

Deposits

The DBS Bank Group offers a variety of deposit accounts, including non-interest-bearing current accounts as well as interest-bearing savings, current and fixed deposit accounts. The DBS Bank Group generally sets the deposit interest rates according to market conditions. For fixed deposits, the interest rates offered vary according to the maturity and size of the deposit. When a fixed deposit matures and rolls over, the prevailing interest rate will be used.

The DBS Bank Group's customer deposits increased by 8% to SGD 502 billion as at 31 December 2021 from SGD 465 billion as at 31 December 2020, with U.S. dollars and Singapore dollars deposits accounting for most of the growth.

Deposits Maturity Profile

The following table sets forth a breakdown of the DBS Bank Group's customer deposits by the remaining maturity and not the original maturity category of the periods indicated:

	Deposits Maturity Profile					Total
	Less than 7 days	1 Week to 1 Month	1 to 3 Months	3 to 12 Months	Over 1 Year	
	<i>In SGD millions</i>					
2021.....	407,760	33,002	35,031	22,995	3,171	501,959
2020.....	363,707	30,737	42,340	24,192	3,874	464,850
2019.....	269,142	47,108	55,002	30,501	2,536	404,289

Although the DBS Bank Group's deposit funding consists primarily of contractually short-term deposits, these deposits are mainly in statistically stable savings and current deposits, which account for 76% of the DBS Bank Group's deposits as at 31 December 2021, and retail fixed deposits that are often rolled over at maturity. These provide the DBS Bank Group with a stable source of long-term funds.

Interbank Funding

The DBS Bank Group is a leading participant in domestic and foreign interbank markets and maintains money market lines with a large number of domestic and foreign banks. The DBS Bank Group is a net provider of Singapore dollars interbank funds. As at 31 December 2021, the DBS Bank Group had total interbank liabilities of SGD 30.2 billion (or 4% of total liabilities and shareholders' funds) and interbank assets of SGD 51.3 billion (or 7% of total assets). As at 31 December 2020, the DBS Bank Group had total interbank liabilities of SGD 28.2 billion (or 4% of total liabilities and shareholders' funds) and interbank assets of SGD 50.8 billion (or 8% of total assets). As at 31 December 2019, the DBS Bank Group had total interbank liabilities of SGD 23.8 billion (or 4% of total liabilities and shareholders' funds) and interbank assets of SGD 39.3 billion (or 7% of total assets).

GOVERNANCE AND MANAGEMENT

Governance Framework

The DBS Bank Group has a clearly defined governance framework that promotes transparency, fairness and accountability.

The Board of Directors believes that corporate governance principles should be embedded in the DBS Bank Group's corporate culture. The DBS Bank Group's corporate culture is anchored on:

- (a) competent leadership;
- (b) effective internal controls;
- (c) a strong risk culture; and
- (d) accountability to stakeholders. Its internal controls cover financial, operational, compliance and information technology, as well as risk management policies and systems.

The DBS Bank Group works closely with its regulators to ensure that its internal governance standards meet their increasing expectations.

Board Composition

The Board has adopted a Board Diversity Policy, which recognises the importance of having an appropriate balance of industry knowledge, skills, experience, professional qualifications, gender and nationalities to build an effective and cohesive board. In particular, the Board has set an objective of having female representation.

Board members have a broad range of experience and deep industry expertise. The Board has a good balance between continuity and fresh perspectives. Six out of 10 Directors are Independent Directors. The size and composition of the Board is appropriate given the current size and geographic footprint of the DBS Bank Group's operations. Two out of ten Directors are female (representing 20% of the Board).

The key features of the Board include:

- (a) Separation of the role of Chairman and CEO;
- (b) Other than the CEO, none of the other Directors is a former or current employee of DBSH or its subsidiaries;
- (c) Remuneration of Non-Executive Directors (including the Chairman) does not include any variable component; and
- (d) To stimulate fresh thinking, external experts are regularly invited to the annual Board strategy offsite and to conduct Directors' training sessions.

The following table sets out the members of the Board of Directors.

Name	Title
Mr. Peter Seah Lim Huat.....	Chairman
Mr. Piyush Gupta	CEO
Mr. Olivier Lim Tse Ghow.....	Lead Independent Director
Mr. Chng Kai Fong	Director
Dr. Bonghan Cho	Director

Name	Title
Mr. Ho Tian Yee	Director
Ms. Punita Lal	Director
Ms. Judy Lee	Director
Mr. Anthony Lim Weng Kin	Director
Mr. Tham Sai Choy	Director

Peter Seah Lim Huat

Non-Executive Chairman

Mr. Seah joined the Board of Directors of DBSH and DBS Bank on 16 November 2009 and assumed the role of Chairman on 1 May 2010. He is Chairman of the Executive Committee, as well as a member of the Audit Committee, Board Risk Management Committee, Compensation and Management Development Committee and Nominating Committee. In addition, he is Chairman of DBS Bank (Hong Kong) Limited.

Mr. Seah is the present Chairman of Singapore Airlines Limited and LaSalle College of the Arts Limited. Mr. Seah was a banker for 33 years before retiring as Vice Chairman and CEO of the former Overseas Union Bank in 2001.

He also serves on the boards of GIC Private Limited, Fullerton Financial Holdings Pte Ltd and STT Communications Ltd. He is a member of the Council of Presidential Advisers.

Mr. Seah received the Public Service Medal (Pingat Bakti Masyarakat) in the 1995 National Day Awards in recognition of his contribution to social and community services. He was awarded the Public Service Star (Bintang Bakti Masyarakat) in the 1999 National Day Awards for his role as Chairman of the Sub-Committee on Finance and Banking, Committee on Singapore's Competitiveness. Mr. Seah was also awarded the Distinguished Service Order in the 2012 National Day Awards. He was bestowed the Order of Nila Utama (Distinction), one of Singapore's highest honours, for his contributions to the nation in the 2021 National Day Awards.

Piyush Gupta

Chief Executive Officer

Mr. Gupta has been appointed CEO and Director of the DBS Group since 2009. He is also Chairman of the Board Sustainability Committee.

Prior to joining DBS, Mr. Gupta had a 27 year career at Citigroup, where his last position was Chief Executive Officer for South East Asia, Australia and New Zealand.

Mr. Gupta is Vice Chairman of the Institute of International Finance, Washington, The Association of Banks in Singapore, and the World Business Council for Sustainable Development (WBCSD) Executive Committee, Switzerland. In addition, he is a council member of The Institute of Banking & Finance, Singapore's Advisory Council on the Ethical Use of AI and Data, and Singapore's Council for Board Diversity, as well as a member of the Bretton Woods Committee – Advisory Council. He also sits on the boards of Enterprise Singapore and Singapore's National Research Foundation, and the board of trustees of Singapore Management University. Mr. Gupta is also a term trustee of the Singapore Indian Development Association (SINDA).

Mr. Gupta has a Bachelor of Arts (Honours) Degree in Economics from St. Stephen's College, Delhi University, India and a Post Graduate Diploma in Management from the Indian Institute of Management, Ahmedabad, India.

Mr. Gupta was named one of the world's top 100 best-performing chief executives in the Harvard Business Review – 2019 edition of "The CEO 100". In 2020, he was awarded the Public Service Star by the President of Singapore for his meritorious services to the nation. He was named the Global Indian of the Year by the Economic Times in 2021, Singapore Business Awards' Outstanding Chief Executive of the Year in 2016, and Singapore Business Leader of the Year by CNBC in 2014. In his personal capacity, he takes a keen interest in nature, and is a Co-Chairman of the BirdLife International Advisory Group.

Olivier Lim Tse Ghow

Lead Independent Director

Mr. Lim was appointed to the Board of Directors of DBSH and DBS Bank on 7 November 2017. He is Chairman of the Board Risk Management Committee, as well as a member of each of the Executive Committee and the Nominating Committee. In addition, he is a director of DBS Foundation Ltd, a not-for-profit company established to strengthen DBS' corporate social responsibility efforts across Asia.

Mr. Lim was previously with CapitaLand Limited from 2003 to 2014 and served as Group Deputy Chief Executive Officer, Group Chief Investment Officer and Group Chief Financial Officer ("**CFO**") during his career there. He was named CFO of the Year in the Business Times Singapore Corporate Awards 2007. Between 1989 and 2003, he worked at Citibank Singapore in various roles in the corporate and investment banking units and was Head of the Real Estate Unit in his ultimate role.

Currently, Mr. Lim is non-executive Chairman of Certis CISCO Security Pte. Ltd. and PropertyGuru Pte. Ltd.. He is a Director of Raffles Medical Group Ltd, and also serves as a member of the Board of JTC Corporation.

Mr. Lim is a civil engineer by training, and holds a First Class Honours degree in Civil Engineering from Imperial College, London.

Chng Kai Fong

Non-Executive Director

Mr. Chng Kai Fong was appointed to the Board of Directors of DBSH and DBS Bank on 31 March 2021. He is a member of each of the Audit Committee, the Nominating Committee and the Board Sustainability Committee.

Mr. Chng is currently the Second Permanent Secretary of The Smart Nation and Digital Government Group (SNDGG).

Prior to joining SNDGG, Mr. Chng was the Managing Director of Singapore Economic Development Board (EDB) for four years before he stepped down when his term ended in early October 2021. Before EDB, he was the Principal Private Secretary to the Prime Minister of Singapore. He had also served in the Ministry of Trade and Industry, Civil Service College, Ministry of Home Affairs, and the Ministry of Communications and Information. As part of the Public Service's development programme, he was also seconded for two years to Shell Eastern Petroleum.

Mr. Chng currently serves on the boards of Singapore Symphonia Company Limited and The Government Technology Agency of Singapore (GovTech). He is also an Advisory Board Member of Shell Gas & Power Development B.V.'s New Energies Advisory Board. In addition, he serves as a member of the Board of Trustees of Singapore University of Technology and Design.

Mr. Chng graduated from the University of Cambridge with a Bachelor of Arts (1st Class Honours) and a Master in Engineering in 2001. He also graduated from Stanford University's Graduate School of Business Sloan Masters Programme with a Master of Science in Management in 2012.

Bonghan Cho

Independent Director

Dr. Bonghan Cho was appointed to the Board of Directors of DBSH and DBS Bank on 26 April 2018. He is a member of the Nominating Committee, the Audit Committee and the Compensation and Management Development Committee.

Dr. Cho is the founder and the CEO of Equalkey Corp., Korea. Equalkey Corp's vision is to transform mathematics and number education using an innovative curriculum and systematic approach, enabled by artificial intelligence ("AI"). He serves as member of the advisory board of AMO Labs Pte. Ltd.

Dr. Cho's previous appointments include the following senior positions based in Seoul: Executive Vice President and Chief Innovation Officer for Samsung Fire & Marine Insurance, Group Deputy CEO and Chief Information Officer ("CIO") in Hana Financial Holdings, and President & CEO of Hana INS.

Dr. Cho holds a Ph.D and MS in Computer Science specialising in AI. He attended the University of Southern California ("USC"), USA after completing his undergraduate studies at the Seoul National University, South Korea. He is the recipient of a Silver-Medal Award in 1996 AAI Robotics Competition, a World Championship Award in RoboCup-97 (the First Robot World Cup Soccer Games) and a Meritorious Service Award at USC in 1997.

Dr. Cho has also received recognition for his outstanding contributions in the advancement of the software industry, and has won the Republic of Korea President award in this field.

Ho Tian Yee

Non-Executive Director

Mr. Ho was appointed to the Board of Directors of DBSH and DBS Bank on 29 April 2011. He is a member of the Board Risk Management Committee.

Mr. Ho has over 30 years' experience in managing and investing in global financial markets. He was the principal shareholder and Managing Director of Pacific Asset Management (S) Pte Ltd who oversaw the management of the company and assumed responsibilities for all investment decisions and risks.

Mr. Ho spent 19 years with Bankers Trust Company, Singapore where his last position was as General Manager and Regional Head of Southeast Asian operations. He was responsible for the Singapore branch operation and the strategic direction of the Bankers Trust global trading business in Asia.

Currently, Mr. Ho is the Chairman of Fullerton Fund Management Co. Ltd, Mount Alvernia Hospital and FFMC Holdings Pte. Ltd. and Fullerton Investment Management (Shanghai) Co., Ltd.. Mr. Ho is an investment adviser to Blue Edge Advisors Pte. Ltd. He is also a Director of Pavilion Capital Holdings Pte. Ltd. and Seviora Holdings Pte. Ltd.. He holds a degree in Economics from Portsmouth University (Hons), UK, and a Master of Business Administration from the University of Chicago.

Punita Lal

Independent Director

Ms. Punita Lal was appointed to the Board of Directors of DBSH and DBS Bank on 1 April 2020. She is a member of each of the Audit Committee, the Compensation and Management Development Committee and the Nominating Committee.

Ms. Lal has over 30 years of experience in Strategy, Marketing and Leadership in the consumer-packaged goods industry. Her prior experience includes working for Coca Cola in China, and PepsiCo in India. Her last held executive role was MD & CEO for NourishCo, a strategic joint venture between Tata Global Beverages and PepsiCo, from 2010 to 2012.

Ms. Lal is currently an independent director of Cipla Limited (a company listed in India). She is also a director of Life Style International Private Limited. In addition, she is an advisor of Capillary Technologies International Pte. Ltd. as well as an observer on the global supervisory board of Carlsberg A/S.

Ms. Lal holds a Bachelor of Arts, Economics (Honours) degree from St. Stephen's College, Delhi, and a Master of Business Administration from the Indian Institute of Management, Calcutta.

Judy Lee

Independent Director

Ms. Judy Lee was appointed to the Board of Directors of DBSH and DBS Bank on 4 August 2021. She is a member of each of the Audit Committee, the Board Risk Management Committee, the Compensation and Management Development Committee and the Board Sustainability Committee.

Ms. Lee is currently the Managing Director of Dragonfly LLC, an international risk advisory firm based in New York. Concurrently, she is CEO of Dragonfly Capital Ventures LLC.

Prior to Dragonfly, Ms Lee was a partner at Capco, a global financial services solutions firm and earlier at Capital Market Risk Advisors, a strategy and risk management consulting firm. Before that she was a principal at Bankers Trust New York.

Ms. Lee is currently a director of Commercial Bank of Ceylon PLC, SMRT Corporation Ltd and Temasek Lifesciences Accelerator Pte. Ltd. She also served as a member of the Executive Board of the Stern School of Business, New York University. Ms. Lee previously served as Board Director of Solar Frontier, a renewable energy subsidiary of Showa Shell Sekiyu, now Idemitsu.

Ms. Lee holds a Bachelor of Science in Finance & International Business from NYU Stern Business School, and a Master of Business Administration from The Wharton School of the University of Pennsylvania. She also attended the Advanced Management Program as well as the Women on Boards Program at the Harvard Business School.

Anthony Lim Weng Kin

Independent Director

Mr. Anthony Lim was appointed to the Board of Directors of DBSH and DBS Bank on 1 April 2020. He is Chairman of the Compensation and Management Development Committee, as well as a member of each of the Board Risk Management Committee and the Executive Committee.

Mr. Lim spent 19 years with GIC Pte Ltd (GIC) before he retired in 2017. He joined GIC as its president of the London office in 1998 and was appointed in 2009 as its president (Americas) based in New York. Prior to joining GIC, Mr. Lim was a senior managing director at Bankers Trust Company, where he held various management and trading positions in the global markets' division in Singapore and London from 1987 to 1998. Before Bankers Trust, he was with the Monetary Authority of Singapore (MAS), where he spent three years in their New York Office. His last position at the MAS was as Head of the Foreign Exchange, Gold, and Liquidity Division.

Mr. Lim currently serves on the boards of CapitaLand Investment Limited and CapitaLand Hope Foundation. He is a member of the Institute of International Education, Scholar Rescue Fund Selection Committee. Mr. Lim is also a Non-Resident Ambassador to the Republic of Colombia of the Ministry of Foreign Affairs. Mr. Lim previously served as an independent director of CapitaLand Limited and Vista Oil & Gas S.A.B. de C.V..

Mr. Lim holds a Bachelor of Science degree from National University of Singapore, and attended the Advanced Management Program conducted by Harvard Business School.

Tham Sai Choy

Independent Director

Mr. Tham Sai Choy was appointed to the Board of Directors of DBSH and DBS Bank on 3 September 2018. He is Chairman of each of the Audit Committee and Nominating Committee as well as a member of the Board Risk Management Committee and the Board Sustainability Committee. In addition, he is a director of DBS Bank (China) Limited and also chairs its Audit Committee and Board Compensation Committee. He is also a director of DBS Foundation Ltd, a not-for-profit company established to strengthen DBS's corporate social responsibility efforts across Asia.

Until his retirement in 2017 as the chairman of KPMG in Asia Pacific, Mr. Tham was a member of KPMG's global board. At various times, he was leading or participating in its committees charged with board nominations, executive compensation and risk management. As a member of the executive committee responsible for KPMG's global strategies and planning, he played a key role in the firm's investment in and development of its capabilities in cybersecurity, data analytics and digital transformation. In his 36 years of practice, he worked with many of Singapore's listed companies in their audits and on a wide range of their other needs. This has included assisting them with the raising of capital in Singapore and the US, acquisitions of a variety of businesses, investigations into major corporate failures and restructuring of complex business operations.

Mr. Tham currently serves on the boards of Keppel Corporation Limited, Keppel Offshore & Marine Ltd, Nanyang Polytechnic, Singapore International Arbitration Centre and Mount Alvernia Hospital. He is also the Chairman of E M Services Private Limited.

Mr. Tham holds a Bachelor of Arts (Honours) Degree in Economics, University of Leeds, UK. He is a Fellow of the Institute of Singapore Chartered Accountants, the Institute of Chartered Accountants in England and Wales, and the Singapore Institute of Directors.

Board Responsibility

The Board is committed to helping the DBS Group achieve long-term success. The Board provides direction to management by setting the DBS Group's strategy and overseeing its implementation. It ensures risks and rewards are appropriately balanced. The Board bears ultimate responsibility for the DBS Group's governance, strategy, risk management and financial performance.

Role of the Board

The Board's key areas of focus include:

- (a) Set the DBS Group's strategic direction and long-term goals of the DBS Group and ensure that adequate resources are available to meet these objectives.
- (b) Monitor the responsibilities delegated to the Board committees to ensure proper and effective oversight and control of the DBS Group's activities.
- (c) Establish a framework for risks to be assessed and managed.
- (d) Review management performance.
- (e) Determine the DBS Group's values and standards (including ethical standards) and ensure that obligations to its stakeholders are understood and met.
- (f) Ensure that corporate responsibility and ethical standards underpin the conduct of the DBS Group's business.
- (g) Develop succession plans for the Board and the CEO.

- (h) Consider sustainability issues (including environmental and social factors) as part of the DBS Group's strategy.

Board Committees

The Board has delegated authority to various Board committees to enable them to oversee certain specific responsibilities based on their terms of reference. Any change to the terms of reference for any Board committee requires Board approval.

The Board of Directors has established six Board committees to increase its effectiveness. The Board committees have been constituted in accordance with the Banking (Corporate Governance) Regulations 2005, of Singapore (the "**Banking (CG) Regulations**"), other than the Board Sustainability Committee in respect of which there are currently no specific composition requirements prescribed under the Banking (CG) Regulations. The terms of reference of each Board committee set out the responsibilities of the Board committee, conduct of meetings including quorum, voting requirements and qualifications for Board committee membership. All the DBS Group's Board committees, other than the Board Sustainability Committee, comprise Non-Executive Directors only.

Nominating Committee

The Nominating Committee (the "**NC**") is chaired by Mr. Tham Sai Choy and its members are Mr. Olivier Lim, Dr. Bonghan Cho, Ms. Punita Lal, Mr. Peter Seah and Mr. Chng Kai Fong. In accordance with the requirements of the Banking (CG) Regulations, a majority (four out of six members of the NC, including the NC Chairperson) are Non-Executive and Independent Directors ("**INED**"). The lead independent director is a member of the NC. All NC members are required to be re-appointed by the Board annually. Under the Banking (CG) Regulations, every NC member shall hold office until the next annual general meeting following that member's appointment and shall be eligible for re-appointment. The appointment and re-appointment of NC members require the prior approval of the MAS.

The NC's responsibilities include:

- (a) Regularly reviews the composition of the Board and Board committees, and independence of Directors;
- (b) Identifies, reviews and recommends Board appointments for approval by the Board, taking into account the industry knowledge, skills, background, experience, professional qualifications, age and gender of the candidate and the needs of the Board;
- (c) Conducts an annual evaluation of the performance of the Board, the Board committees and the Directors;
- (d) Implements the Board Diversity Policy and reviews its effectiveness;
- (e) Exercises oversight of the induction programme and continuous development programme for Directors, and ensures that first-time directors with no prior experience as a director of a listed company in Singapore undergo relevant training;
- (f) Reviews and recommends to the Board the re-appointment of each Director having regard to his/her performance, commitment and ability to contribute to the Board as well as his/her age and skillset;
- (g) Assesses annually whether each Director has sufficient time to discharge his/her responsibilities; and
- (h) Reviews the Board's succession plans for Directors.

Board Executive Committee

The Board Executive Committee (the “EXCO”) is chaired by Mr. Peter Seah and its members are Mr. Olivier Lim and Mr. Anthony Lim. In accordance with the requirements of the Banking (CG) Regulations, a majority (two out of three members of the EXCO) are INEDs.

The EXCO’s responsibilities include:

- (i) Approves certain matters specifically delegated by the Board such as acquisitions and divestments up to a certain material limit, credit transactions, investments, capital expenditure and expenses that exceed the limits that can be authorised by the CEO;
- (ii) Reviews weak credit cases on a quarterly basis;
- (iii) Oversees the governance of strategic risks such as technology, artificial intelligence and data (including data privacy and appropriate use of data); and
- (iv) Reviews and provides recommendations on matters that will require Board approval, including acquisitions and divestments exceeding certain material limits.

Audit Committee

The Audit Committee (the “AC”) is chaired by Mr. Tham Sai Choy and its members are Dr. Bonghan Cho, Ms. Punita Lal, Ms. Judy Lee, Mr. Peter Seah and Mr. Chng Kai Fong. In accordance with the requirements of the Banking (CG) Regulations, a majority (four out of six members of the AC, including the AC Chairperson) are INEDs. Mr. Tham possesses an accounting qualification and was formerly the managing partner and Head of Audit of KPMG, Singapore. All members of the AC are Non-Executive Directors, and have recent and relevant accounting or related financial management expertise or experience.

The AC’s responsibilities in relation to **Financial reporting and disclosure matters** include:

- (i) Monitors the financial reporting process, significant financial reporting issues and judgements to ensure the integrity of the DBS Group’s consolidated financial statements;
- (ii) Reviews the DBS Group’s consolidated financial statements, other financial disclosures (including Basel Pillar 3 disclosures) and any announcements relating to the DBS Group’s financial performance prior to submission to the Board; and
- (iii) Provides oversight of external disclosure governance.

The AC’s responsibilities in relation to **Internal Controls** include:

- (i) Reviews (in parallel with the Board Risk Management Committee) the adequacy and effectiveness of internal controls, such as financial, operational, compliance and information technology controls, as well as risk management systems;
- (ii) Receives updates on significant incidents of non-compliance with laws and regulations, and reviews management’s investigations of such incidents;
- (iii) Reviews and monitors remedial action plans to address significant internal control deficiencies identified by management, the DBS Group’s internal audit function (“**Group Audit**”), the external auditor and/ or regulators;
- (iv) Ensures that there are policies and arrangements in place by which the DBS Group’s staff and any other persons may, in confidence, raise concerns about possible improprieties in matters of financial reporting or other matters and ensures that arrangements are also in place for such concerns to be independently investigated and for appropriate follow-up action to be taken;
- (v) Reviews the significant matters raised through the whistle-blowing channel; and

- (vi) Reviews all material related party transactions (including interested person transactions) and keeps the Board informed of such transactions, and the findings and conclusions from its review.

The AC's responsibilities in relation to the **Internal Audit** include:

- (i) Reviews at least annually, the independence, adequacy and effectiveness of the DBS Group's internal audit function (Group Audit) and processes, and ensures that Group Audit is adequately resourced and set up to carry out its functions, including approving its budget;
- (ii) Reviews Group Audit's audit plans, the proposed areas of audit focus, and results of audits;
- (iii) Ensures that an internal quality assurance review (QAR) of Group Audit is conducted annually, and that an independent QAR is conducted at least once every five years; and
- (iv) Approves the hiring, removal, resignation, evaluation and compensation of the Head of Group Audit.

The AC's responsibilities in relation to the **External Auditor** include:

- (i) Determines the criteria for selecting, monitoring and assessing the external auditor, and makes recommendations to the Board on the appointment, re-appointment and removal of the external auditor;
- (ii) Approves the remuneration and terms of engagement of the external auditor;
- (iii) Reviews and discusses the key audit matters (identified by the external auditor pursuant to auditing standards) with the external auditor and management, and ascertains if these matters are presented appropriately;
- (iv) Reviews the scope and results of the external audits and the independence, adequacy and objectivity of the external auditor;
- (v) Ensures that the external auditor promptly communicates to the AC any information regarding internal control weaknesses or deficiencies, and that significant findings and observations regarding weaknesses are promptly rectified; and
- (vi) Reviews the assistance given by management to the external auditor.

Board Risk Management Committee

The Board Management Risk Committee (the "**BRMC**") is chaired by Mr. Oliver Lim and its members are Mr. Tham Sai Choy, Mr. Anthony Lim, Ms. Judy Lee, Mr. Peter Seah and Mr. Ho Tian Yee. All BRMC members are Non-Executive Directors, which exceeds the requirements of the Banking (CG) Regulations. All BRMC members are appropriately qualified to discharge their responsibilities, and have the relevant technical financial expertise in risk disciplines or businesses.

The BRMC's responsibilities include:

- (i) Supports the Board and management in setting the tone from the top so as to embed and maintain appropriate risk culture;
- (ii) Guides the development of, and recommends for Board's approval, the risk appetite for various types of risk and exercises oversight on how this is operationalised into individual risk appetite limits;
- (iii) Approves the DBS Group's overall and specific risk governance frameworks;
- (iv) Has direct oversight of the CRO (jointly with the CEO);
- (v) Oversees the risk assessment framework established to manage the DBS Group's financial crime, cybersecurity, fair dealing and regulatory risks;

- (vi) Oversees an independent risk management system and adequacy of resources to identify and evaluate risks;
- (vii) Reviews the risks rising from new business activities, and the associated risk management and governance approach;
- (viii) Reviews (in parallel with the Audit Committee) the adequacy and effectiveness of the DBS Group's internal controls framework;
- (ix) Monitors market developments, such as macro-economic and country risks, financial and operational risks, risk concentrations, and stress tests related to these developments;
- (x) Monitors risk exposures and profile against relevant risk thresholds, and risk strategy in accordance with approved risk appetite and/ or guidelines;
- (xi) Discusses risk reporting requirements and reviews the risk dashboard to keep track of major risk positions and risk developments;
- (xii) Monitors the quarterly portfolio reviews of total exposures as well as large exposures and asset quality;
- (xiii) Discusses large risk events and subsequent remedial action plans;
- (xiv) Oversees the risk models governance approach, including approving risk models used for capital computation and monitoring the performance of previously approved models;
- (xv) Exercises oversight of the Internal Capital Adequacy Assessment Process (ICAAP) including approval of stress scenarios and commensurate results for capital, risk-weighted assets, profit and loss and liquidity;
- (xvi) Approves the Business Continuity Management attestation and Group Recovery Plan; and
- (xvii) Exercises oversight of regulatory requirements relating to risk management.

Compensation and Management Development Committee

The Compensation and Management Development Committee (the “**CMDC**”) is chaired by Mr. Anthony Lim and its members are Dr. Bonghan Cho, Ms. Punita Lal, Ms. Judy Lee and Mr. Peter Seah. In accordance with the requirements of the Banking (CG) Regulations, a majority (four out of five members of the CMDC, including the CMDC Chairperson) are INEDs.

The CMDC's responsibilities include:

- (i) Exercises supervisory oversight of the overall principles, parameters and governance of the DBS Bank Group's remuneration policy and ensures the alignment of compensation with prudent risk taking to build a long-term sustainable business;
- (ii) Oversees the remuneration of senior executives and directors, including making recommendations to the Board the remuneration of executive directors; and
- (iii) Exercises oversight on management development and succession planning of the DBS Bank Group and ensures that robust plans are in place to deepen core competencies and bench strength as well as strengthen leadership capabilities and talent pipeline for the continued success of the DBS Bank Group.

Board Sustainability Committee

The Board Sustainability Committee (the “**BSC**”) is chaired by Mr. Piyush Gupta and its members are Mr. Tham Sai Choy, Ms. Judy Lee and Mr. Chng Kai Fong. There are currently no specific composition requirements prescribed under the Banking (CG) Regulations. The BSC was established to better focus

on sustainability matters and to enhance the governance process in relation to climate impact as well as broader environmental, social and governance matters centred on the DBS Bank Group's sustainability pillars.

Management

The Group Executive Committee and the Group Management Committee are responsible for setting the strategy and direction of the DBS Bank Group, driving business performance and achieving organisational synergies and thereafter facilitating the execution of these decisions to deliver on planned outcomes and results. The Group Management Committee is also responsible for protecting and enhancing the DBS Bank Group's brand and corporate reputation. Other committees include:

- (i) the DBS Group's Risk Executive Committee;
- (ii) the DBS Group's Asset and Liability Committee;
- (iii) the DBS Group's Capital Committee;
- (iv) the DBS Group's Disclosure Committee;
- (v) the DBS Group's Fair Dealing and Conduct Committee; and
- (vi) the DBS Group's Human Capital Committee, among others.

Each committee comprises senior managers from across the DBS Bank Group's business and functional units. Meeting frequencies range from weekly to quarterly for these committees.

Group Executive Committee and Group Management Committee of the DBS Group

The following table sets forth the senior management who are members of the Group Executive Committee and Group Management Committee of the DBS Group.

Name	Responsibility
Mr. Piyush Gupta ⁽¹⁾	Chief Executive Officer
Mrs. Chng Sok Hui ⁽¹⁾	Chief Financial Officer
Ms. Eng-Kwok Seat Moey.....	Capital Markets
Mr. Philip Fernandez.....	Corporate Treasurer
Mr. Neil Ge.....	China
Mr. Derrick Goh.....	Audit
Mr. Han Kwee Juan ⁽¹⁾	Strategy & Planning
Mr. Lam Chee Kin.....	Legal, Compliance & Secretariat
Ms. Lee Yan Hong.....	Human Resources
Mr. Lim Him Chuan.....	Taiwan
Mr. Sim S Lim ⁽¹⁾	Consumer Banking/ Wealth Management
Mr. Andrew Ng ⁽¹⁾	Treasury & Markets
Mr. Jimmy Ng ⁽¹⁾	Chief Information Officer
Ms. Karen Ngui.....	Strategic Marketing & Communications
Mr. Sebastian Paredes ⁽¹⁾	Hong Kong
Mr. Sanjoy Sen.....	Consumer Banking
Mr. Shee Tse Koon ⁽¹⁾	Singapore

Name	Responsibility
Mr. Soh Kian Tiong ⁽¹⁾	Chief Risk Officer
Mr. Surojit Shome	India
Mr. Paulus Sutisna	Indonesia
Ms. Tan Su Shan ⁽¹⁾	Institutional Banking

Note:

(1) Members of the DBS' Group Executive Committee.

Mr. Piyush Gupta

Piyush has been the Chief Executive Officer and Director of DBS Group since 2009. Prior to joining DBS, Piyush had a 27-year career at Citigroup, where his last position was Chief Executive Officer for Southeast Asia, Australia and New Zealand. Piyush is Vice-Chairman of the Institute of International Finance, Washington, and the World Business Council for Sustainable Development (WBCSD) Executive Committee. In addition, he is a member of Singapore's Advisory Council on the Ethical Use of AI and Data, Singapore Management University's Board of Trustees, and Bretton Woods Committee's Advisory Council.

Piyush sits on the boards of Enterprise Singapore, National Research Foundation Singapore, and the Council for Board Diversity established by Singapore's Ministry of Social and Family Development. He is a term trustee of the Singapore Indian Development Association. Previously, he was a member of the Singapore Emerging Stronger Taskforce, aimed at defining Singapore's future in a post-Covid world, the UN Secretary General's Task Force on Digital Financing of the Sustainable Development Goals, and the McKinsey Advisory Council.

Piyush was named one of the world's top 100 best-performing chief executives in Harvard Business Review's 2019 edition of "The CEO 100". In 2020, he was awarded the Public Service Star by the President of Singapore for his meritorious service to the nation. He was named Global Indian of the Year by the Economic Times in 2021, Outstanding Chief Executive of the Year by Singapore Business Awards in 2016, and Singapore Business Leader of the Year by CNBC in 2014.

Mrs. Chng Sok Hui

Sok Hui is the Chief Financial Officer of the DBS Group. Prior to this appointment in October 2008, she was Group Head of Risk Management for six years. She is the Chairman of the DBS Bank India Board, a board member of the Singapore Exchange (Chair of Risk Committee) as well as Changi Airport Group (Chair of Audit Committee). Additionally, she serves as a member on the CareShield Life Council.

Sok Hui previously served, for six years each, on the boards of the Inland Revenue Authority of Singapore, Housing & Development Board, and the Accounting Standards Council. She was also the Supervisor of DBS China Board for 10 years and a past board member of the Bank of the Philippine Islands.

Sok Hui is a Chartered Financial Analyst, a Certified Financial Risk Manager, an IBF Distinguished Fellow and a Fellow Chartered Accountant of Singapore. She was the recipient of several awards including AsiaRisk's Risk Manager of the Year (2002), Asian Banker's Inaugural Risk Manager of the Year (2012), "Best CFO" at the Singapore Corporate Awards (2013) and "Accountant of the Year" at the inaugural Singapore Accountancy Awards (2014). She is a member of the International Women's Forum (Singapore).

Ms. Eng-Kwok Seat Moey

Seat Moey is Group Head of Capital Markets. With more than 30 years of experience in investment banking, she oversees and supervises several teams on advisory and corporate finance, as well as

structuring and execution of all equity transactions including corporate equity fund raising, REITs/ Business Trusts and IPOs. Seat Moey's extensive experience also includes structuring and originating debt and equity-linked debt issues and structured finance. She is the Chair of the DBS Digital Exchange which offers trading services for various digital assets, including security tokens and cryptocurrencies. She also has oversight of the bank's award-winning securities business, DBS Vickers Securities.

Seat Moey was instrumental in the development of the REITs industry in Singapore and the region, having advised on numerous industry-first structures. She also played an integral role in growing DBS' capital markets franchise beyond Singapore through a number of regional landmark transactions. Under her leadership, DBS continues to lead the market in Singapore and Asia ex-Japan, ranking first in regional and Singapore league tables.

Mr. Philip Fernandez

Philip is Group Corporate Treasurer, responsible for DBS' balance sheet, capital, wholesale funding, duration management and structural FX globally. He leads DBS Group's IBOR transition programme and chairs the corresponding ABS industry workgroup for corporate loans. He became Corporate Treasurer 13 years ago and in total has more than 30 years of experience in financial services in Singapore and London. Philip was awarded the Institute of Banking and Finance's Distinguished Fellow award for Financial Markets in 2021 and was previously named "Bank Treasurer of the Year" by The Asset. Prior to heading Corporate Treasury, he was DBS' co-head of Market Risk for five years. Philip is a Singaporean who holds an M.A. from Cambridge University where he studied Engineering and Management under a DBS scholarship. Previously, he was also an adjunct associate professor at the Singapore Management University for six years, where he specialised in quantitative finance.

Mr. Neil Ge

Neil is Chief Executive Officer of DBS Bank (China) Limited. A seasoned banker, he has more than 30 years of experience in corporate and investment banking, equities, fixed income and derivatives. He also has a breadth of international experience, having worked in a myriad of markets including Shanghai, Beijing, Hong Kong, Tokyo and New York. Prior to DBS, Neil was the Managing Director of Credit Suisse's Shanghai office.

Mr. Derrick Goh

Derrick is the Group Head of Audit, responsible for strengthening the bank's controls, risks and governance. Previously, Derrick led the Treasures and Treasures Private Client Wealth Management business regionally. He also led POSB where he helped to deepen its community outreach. His other previous roles at DBS include Regional Chief Operating Officer and Chief Financial Officer of Institutional Banking Group and Head of Finance, Group Planning and Analytics.

Derrick has 30 years of experience in finance and banking. Before DBS, he spent 11 years at American Express in senior finance roles in Paris, London, New York and Singapore. He currently serves the community as a Member of Parliament for Nee Soon GRC and on the Boards of GovTech Singapore and HomeTeamNS.

Mr. Han Kwee Juan

Kwee Juan is Group Head of Strategy and Planning. In this role, he works with the Group CEO and Group Management Committee to develop strategies to drive growth and valuation for shareholders. He also oversees strategic reviews and execution of these strategies across the Group.

Kwee Juan leads the bank's transformation agenda. He develops change management programmes to deliver transformation outcomes across the Group in data and artificial intelligence, managing through journeys, customer experience, innovation and future of work.

His portfolio also encompasses responsibility for developing and driving new business models through ecosystems partnerships for corporate and retail customers; identifying and creating new joint ventures to develop new revenue streams through banking solutions; and ultimately to grow value in the Group's joint venture investments.

Mr. Lam Chee Kin

Chee Kin oversees the legal and regulatory risk of DBS across legal entities, segments and geographies. A lawyer by profession, he has particular expertise in financial services regulation, and financial markets product and business structuring. Chee Kin has held legal and compliance portfolios in Standard Chartered, J.P. Morgan, Rajah & Tann, and Allen & Gledhill. He also had a stint as Chief Operating Officer for Southeast Asia at J.P. Morgan.

Chee Kin currently serves on the Advisory Board to the Singapore Management University School of Law and the Advisory Panel to the NUS Centre for Banking and Finance Law.

Ms. Lee Yan Hong

Yan Hong is Head of Group Human Resources at DBS Bank. Her human capital management experience spans over 30 years, across a spectrum of industries, specialisations, coverage and geographies. At DBS, Yan Hong drives the overall strategic people agenda of the Group and is recognised for taking a proactive approach in building best practices in human resources, setting the direction for various functions and spearheading various initiatives to further the organisational growth of the bank.

Under her leadership, DBS has won a number of global and regional accolades, including being certified by Kincentric as Regional Best Employer in Asia Pacific, as well as Country Best Employer in Singapore and other markets for several years. For the fifth year running, DBS has been named to the Bloomberg Gender-Equality Index. In addition, DBS has also been awarded by the Singapore Tripartite Alliance for Fair and Progressive Employment Practices (TAFEP) for fair and progressive employment practices as well as empowering employees to achieve work-life excellence. Yan Hong was a steering committee member for Applied Study in Polytechnics and ITE Review (ASPIRE) looking to enhance career and progression prospects for tertiary students in Singapore. She currently serves as committee member at the Human Resource Skills Council for Workforce Singapore and Human Capital Leadership Institute CHRO Advisory Panel.

Mr. Lim Him Chuan

Him Chuan is Chief Executive Officer of DBS Bank Taiwan. Prior to this, he was the Group Head of Product Management for DBS' Global Transaction Services, responsible for the bank's cash management and trade finance businesses. Under his leadership, the business registered robust growth with a strong focus on product digitalisation and significant improvements in the Greenwich Customer Satisfaction survey.

Prior to that, he was Chief Operating Officer for DBS' Institutional Banking Group and International Markets, leading various strategic business, customer and employee journey change programmes. He was also Head of Group Audit where he successfully transformed Group Audit into a multi-disciplinary professional services team, which won the "Singapore Internal Audit Excellence Award" in 2012. In recognition of his contributions to the Singapore financial services industry as well his industry thought leadership, Him Chuan was conferred the title of Singapore Institute of Banking and Finance Fellow in 2014.

Mr. Sim S Lim

Sim is Group Head of Consumer Banking and Wealth Management. Previously, he was DBS' first country head with dedicated oversight of Singapore for eight years. In the role, he focused on delivering greater synergy and value across the bank's Singapore franchise. Sim has been in the industry for over 38 years and has assumed career responsibilities in Asia, North America and the Middle East.

Before DBS, Sim was President and CEO of Nikko Citigroup Limited. During this time, Sim was also a board member of Nikko Citi Holdings Inc, and oversaw all corporate and investment banking, institutional brokerage, as well as fixed income and equity trading for Citigroup in Japan. In his time abroad, Sim also served as Chairman of Citibank Hong Kong, and non-executive Chairman of Citibank Berhad Malaysia.

He currently chairs DBS Vickers Securities, and was also appointed Chairman of Singapore's Building & Construction Authority in April 2021. He also sits on the boards of DBS Securities (Japan) Ltd and ST Engineering. In March 2018, he was appointed Singapore (Non-Resident) High Commissioner to Republic of Nigeria.

Mr. Andrew Ng

Andrew is Head of Treasury and Markets. He is also the Chairman and Director of DBS Bank Taiwan, and Director of DBS China. Andrew's experience in the treasury business spans over 34 years, comprising senior positions in Asia and Western markets. Since 2006, Andrew has been instrumental in leading DBS Treasury and Market's expansion in the region. In addition, he helped build a pan-Asia trading platform on different asset classes and established a region-wide local currencies derivative capability for the bank. He has also expanded DBS' capabilities in generic and exotic derivatives.

Prior to joining DBS, he was Executive Director at Canadian Imperial Bank of Commerce (CIBC) from 1995 to 1999 where he set up CIBC's trading platform and derivative capabilities on Asian currencies. He was also previously North Asia Head of Trading at Chase Manhattan Bank N.A. and Treasurer of Chase Manhattan Bank Taipei.

Mr. Jimmy Ng

Jimmy is Group Chief Information Officer and Head of Group Technology & Operations at DBS Bank. Managing more than 10,000 technology and 5,000 operations professionals globally, he plays a leading role in the development and execution of the bank's digital strategy.

Prior to this, Jimmy was Deputy Head of Group Technology & Operations, where he oversaw the bank's first technology development centre outside Singapore – DBS Asia Hub 2 in Hyderabad. He also oversaw DBS' Middle Office Technology and Enterprise Architecture/ Site Reliability Engineering. Jimmy was also previously DBS' Group Head of Audit, and before that, Head of Singapore Consumer Banking Operations where he harnessed state-of-the-art data analytics and machine-learning techniques to develop and implement new auditing approaches, and overhauled DBS' ATM/ Self Service Banking management.

Ms. Karen Ngui

Karen is Head of Group Strategic Marketing and Communications, and Board member of DBS Foundation. She is responsible for corporate communications, brand management, strategic marketing, internal communications and sponsorships. She also oversees the bank's sustainability efforts in corporate volunteerism and champions social enterprises through the DBS Foundation. She leads media and issues management efforts across the DBS Group. In addition, she is responsible for managing and enhancing the bank's brand positioning across all businesses and markets, including Singapore, Greater China, South and Southeast Asia.

She has over 30 years of experience in corporate branding, marketing and communications for financial institutions, and joined DBS from Standard Chartered Bank where she was Global Head, Brand Management and Strategic Marketing.

Mr. Sebastian Paredes

Sebastian is Chief Executive Officer of DBS Bank (Hong Kong) and Non-Executive Director of DBS Bank (China) Limited. With over 30 years of experience in the industry, Sebastian has found much success in building franchises across various markets. His experience in laying the groundwork across regions has led him to manage complex situations during times of economic volatility. Formerly President Director of

P.T Bank Danamon, Indonesia, Sebastian solidified the bank's position in retail, SME and commercial banking and created opportunities for new businesses in consumer finance and micro lending. Sebastian also spent 20 years at Citigroup as Country Head of Ecuador, Honduras, Turkey and Israel, and was also the Chief Executive Officer of Sub-Saharan Africa.

Mr. Sanjoy Sen

Sanjoy is Group Head of Consumer Bank. He oversees the Group's consumer banking franchise across the region, including its digital banking initiatives. With the successful amalgamation of Lakshmi Vilas Bank, and the recent acquisition of Citi Consumer Taiwan, he will expand the bank's regional footprint in Asia, which includes further bolstering DBS' offerings in China's consumer finance space through ecosystem partners.

Sanjoy has over 30 years of extensive international consumer banking experience. He spent the first 22 years of his career in Citibank, where he led diverse consumer and wealth businesses in Asia Pacific, Middle East & Africa. In 2012, he joined Australia and New Zealand Banking Group Limited (ANZ) to run their Retail, Private Banking and Wealth businesses in Asia, and served as a board director on ANZ's JVs/ subsidiaries in Philippines, Cambodia and Vietnam.

He then joined DBS Bank in 2018 as Head of Strategy and Finance for the Consumer Banking and Wealth Management Group, following the successful integration of ANZ's retail and wealth business.

Sanjoy currently serves on several advisory boards and committees of non-profit organisations in a pro-bono capacity. These include the International Relations Committee for Singapore Institute of Directors, the Digital Committee for National Volunteer & Philanthropy Centre (NVPC), and Visa's Senior Client Council for Asia Pacific. He also served on the Techskills Accelerator (TESA) Finance Sector Committee from 2016 to 2021, which aims to build and develop a skilled workforce for Singapore's digital economy by offering programmes for professionals to upgrade and acquire new skills and domain knowledge that are in demand. In 2019, he was conferred the IBF Fellow award for Consumer Banking.

Mr. Shee Tse Koon

Tse Koon is Country Head of DBS Singapore. Prior to this, he was Group Head of Strategy and Planning where he oversaw the regional strategy across the bank. Tse Koon has close to 30 years of experience in the banking industry. He started his career at Standard Chartered and has held senior positions in a diverse range of roles across various front and back office functions. He has worked in several countries in Asia, the Middle East and the United Kingdom. Prior to joining DBS, he was the CEO of Standard Chartered in Indonesia. Before that, he was Head of Governance (Europe, Middle East, Africa & Americas) and also Senior Executive Officer (Standard Chartered, Dubai International Financial Centre), based in the United Arab Emirates; as well as Chief Information Officer and Head of Technology and Operations for Standard Chartered in Singapore. He has also held the position of Regional Head of Trade, based in Singapore, and the role of Executive Assistant to one of Standard Chartered's Group Executive Directors, based in the UK. Tse Koon had also served as non-executive director on the boards of Standard Chartered Bank Zimbabwe and Standard Chartered Capital Saudi Arabia.

Tse Koon has been a member of the Board of Commissioners for PT Bank DBS Indonesia since May 2020. In addition, he currently serves as a member of the Board of Directors for NETS Pte Ltd as well as the Board of Governors for the Singapore International Foundation and Nanyang Polytechnic.

Mr. Soh Kian Tiong

Kian Tiong is the Chief Risk Officer of DBS Group and has more than 25 years of experience in the banking and finance industry. He was previously DBS' Chief Credit Officer for the bank's Greater China operations where he oversaw credit and risk functions in Hong Kong, Mainland China and Taiwan.

Prior to this, he was Group Head of DBS' Financial Institutions Group, responsible for relationships with banks and non-bank financial institutions, comprising insurance companies, funds, securities companies, supranationals and central banks, spanning US, Europe and most parts of Asia. He also oversaw the relationship coverage of Singapore government-related entities such as GIC, Temasek and Singapore universities, among others.

In recognition of his leadership and commitment in developing the financial industry, Kian Tiong was conferred the IBF Fellow award in 2017 by the Institute of Banking and Finance Singapore.

Mr. Surojit Shome

Surojit is the Chief Executive Officer of DBS Bank India Limited. Surojit has over 30 years of banking experience across corporate and investment banking, capital markets and consumer banking. Before he joined DBS, he was Chief Executive Officer of Rabobank in India. Prior to that, he worked for over 19 years at Citibank in various roles across consumer and wholesale banking. He subsequently headed the investment banking division at Lehman Brothers in India.

Surojit holds a post-graduate management degree in marketing and finance from Xavier School of Management (XLRI), Jamshedpur, and a Bachelor of Science degree in Economics, Mathematics and Statistics from Presidency College, Kolkata. Surojit has also attended the Executive Development Program at The Wharton School in 2004 and the Rabobank Senior Leadership Program at the Harvard Business School in 2011.

Mr. Paulus Sutisna

Paulus is President Director of PT Bank DBS Indonesia with more than 30 years of banking experience. He is responsible for driving business growth in Indonesia. Previously, he was Head of Client Management of Global Banking at HSBC Indonesia. Prior to that, he was at Citibank for 24 years in various roles, including Managing Director and Head of the Multinational Franchise in Indonesia. He also worked in Citi Amsterdam from 1999 to 2002.

Paulus completed his studies in Computer Science from University of Technology Sydney, Australia. He received SWA Magazine's "Best CEO Award" and Infobank Magazine's "Indonesia's Top 100 Bankers Award" in 2017. In 2019 and 2021, Warta Ekonomi named him one of "Indonesia's Most Admired CEOs". In 2020, he was also named by one of the leading business publications, Warta Ekonomi as "Indonesia Financial Top Leader". Infobank, a leading banking publication in Indonesia, named him "Banker of the Year 2021".

Ms. Tan Su Shan

Su Shan is Group Head of Institutional Banking at DBS and President Commissioner for PT Bank DBS Indonesia. She was previously Group Head of Consumer Banking and Wealth Management at DBS for almost a decade.

In 2019, The Asset named Su Shan as one of six women in Asia likely to influence and feature prominently in shaping the banking and associated financial services industry in Asia. In 2018, she was nominated by Forbes Magazine as a "Top 25 emergent Asian Woman Business leader". In 2014, she became the first Singaporean to be recognised as the world's "Best Leader in Private Banking" by The Banker/ Private Wealth Management, a wealth publication by the Financial Times Group. She has also served as a Nominated Member of Parliament in Singapore.

Su Shan is an independent board director of Mapletree North Asia Commercial Trust and Aetos Holdings, both Temasek Linked entities, as well as a board member of Central Provident Fund Board (CPF Board). On the education front, she is an advisor to Hwa Chong Institution and Lincoln College at Oxford University. She was also the Founder President of the Financial Women's Association in Singapore, a non-profit

organisation she founded and pioneered in 2001, to help develop and mentor women in the financial industry.

Remuneration

The DBS Bank Group's remuneration policy, which is applicable to DBS Bank and all its subsidiaries and overseas offices, seeks to ensure that the DBS Bank Group is able to attract, motivate and retain employees to deliver long-term shareholder returns, taking into consideration risk management principles and standards set out by the Financial Stability Board and the Code of Corporate Governance.

When formulating the remuneration strategy, consideration was given to aligning the DBS Bank Group's remuneration approach with "DBS PRIDE!" values in order to drive desired behaviours and achieve the objectives set out in the balanced scorecard.

The following shows the three main thrusts of the DBS Bank Group's remuneration strategy and how they are implemented within the DBS Bank Group:

Main thrusts	How
Pay for performance as measured against the balanced scorecard	<ul style="list-style-type: none"> • Instil and drive a pay-for-performance culture • Ensure close linkage between total compensation and the DBS Bank Group's annual and long-term business objectives as measured by the balanced scorecard • Calibrate mix of fixed and variable pay to drive sustainable performance that is aligned to DBS PRIDE! values, taking into account both "what" and "how" key performance indicators are achieved
Provide market competitive pay	<ul style="list-style-type: none"> • Benchmark DBS Bank Group's total compensation against other organisations of similar size and standing in the markets it operates in • Drive performance differentiation by benchmarking total compensation for top performing employees against the upper quartile or higher in each market
Guard against excessive risk-taking	<ul style="list-style-type: none"> • Focus on achieving risk-adjusted returns that are consistent with prudent risk and capital management, as well as emphasis on long-term sustainable outcomes • Design payout structure to align incentive payments with the long-term performance of the DBS Bank Group through deferral and clawback arrangements • Design sales incentives plans to encourage the right sales behaviour

Summary of current total compensation elements

The table below provides a description of total compensation elements, their purpose and implementation:

Elements	Purpose	Details
Salary	<ul style="list-style-type: none"> • Attract and retain talent by ensuring the DBS Bank Group's fixed pay is 	<ul style="list-style-type: none"> • Set at an appropriate level taking into account market dynamics, skills, experience,

Elements	Purpose	Details
	competitive against comparable institutions	responsibilities, competencies and performance of the employee <ul style="list-style-type: none"> Typically reviewed annually
Cash bonus and deferred awards	<ul style="list-style-type: none"> Provide a portion of total compensation that is performance-linked Focus employees on the achievement of objectives which are aligned to value creation for DBS Bank Group’s shareholders and multiple stakeholders Align to time horizon of risk 	<ul style="list-style-type: none"> Based on overall group, business or support unit, and individual performance Measured against a balanced scorecard which is agreed to at the start of the year Awards in excess of a certain threshold are subject to a tiered deferral rate that ranges from 20% to 60% with a minimum deferred quantum

Country variations to the threshold and the form of deferrals may apply to address statutory requirements.

Remuneration of Non-Executive Directors

The Board of Directors of DBS Bank and DBSH are comprised of the same persons. The Non-Executive Directors receive fees for acting as Directors of DBSH; no additional fees are payable to the Directors for acting as Directors of DBS Bank.

The CMDC reviews and recommends a framework to the Board for determining the remuneration of all Non-Executive Directors. The remuneration of Non-Executive Directors, including the Chairman, has been benchmarked against global and local financial institutions. Unless otherwise determined by the Board, Non-Executive Directors receive 70% of their fees in cash and the remaining 30% in share awards. The share awards are not subject to a vesting period, but are subject to a selling moratorium whereby each Non-Executive Director is required to hold the equivalent of one year’s basic retainer fees for his or her tenure as a Director and for one year after the date he or she steps down. The fair value of share grants to the Non-Executive Directors are based on the volume-weighted average price of the ordinary shares of DBSH over the 10 trading days immediately prior to (and excluding) the date of the Annual General Meeting. The actual number of ordinary shares to be awarded are rounded down to the nearest share, and any residual balance will be paid in cash. Other than these share awards, the Non-Executive Directors do not receive any other share incentives or securities under the DBSH share plans.

The table below sets out the remuneration of each Non-Executive Director for 2021. The remuneration of Non-Executive Directors (including the Chairman) does not include any variable components. Shareholders are entitled to vote on the remuneration of Non-Executive Directors at the Annual General Meeting of DBSH scheduled to be held on 31 March 2022 (the “2022 AGM”).

Name of Director	Directors’ Fees ⁽¹⁾	Share-based Remuneration	Others ⁽³⁾	Total
		⁽²⁾		
		(SGD)		
Mr Peter Seah.....	1,321,250	566,250	47,073	1,934,573
Dr Bonghan Cho	173,950	74,550	-	248,500
Ms Euleen Goh ⁽⁴⁾	69,863	-	963	70,826

Mr Ho Tian Yee.....	141,400	60,600	-	202,000
Mr Olivier Lim ⁽⁵⁾	292,729.50	125,455.50	-	418,185
Mr Andre Sekulic ⁽⁶⁾	59,363	-	-	59,363
Mrs Ow Foong Pheng ⁽⁷⁾	61,329	-	-	61,329
Mr Tham Sai Choy.....	248,500	106,500	-	355,000
Ms Punita Lal ⁽⁸⁾	188,559	80,811	-	269,370
Mr Anthony Lim ⁽⁹⁾	232,855.70	99,795.30	-	332,651
Mr Chng Kai Fong ⁽¹⁰⁾	179,171	-	-	179,171
Ms Judy Lee ⁽¹¹⁾	94,707.20	40,588.80	-	135,296

Notes:

- (1) Fees payable in cash, in 2022, for being a Director in 2021. This is 70% of each Director's total remuneration and is subject to shareholder's approval at the 2022 AGM.
- (2) This is 30% of each Director's total remuneration and shall be granted in the form of DBSH's ordinary shares. The actual number of DBSH's ordinary shares to be awarded will be rounded down to the nearest share, and any residual balance will be paid in cash. This is subject to shareholders' approval at the 2022 AGM.
- (3) Represents non-cash component and comprises (i) for Mr Peter Seah: car and driver, and (ii) for Ms Euleen Goh: season carpark fees.
- (4) Ms Euleen Goh, who stepped down as non-executive director, chairperson of BRMC and member of CMDC on 30 March 2021 will receive all of her Director's remuneration in cash.
- (5) Mr Olivier Lim was appointed as chairman of BRMC on 31 March 2021.
- (6) Mr Andre Sekulic, who stepped down as non-executive Director, Chairman of CMDC and member of AC on 30 March 2021 will receive all of his Director's remuneration in cash.
- (7) Director's remuneration payable to Mrs Ow Foong Pheng will be paid fully in cash to a government agency, the Directorship and Consultancy Appointments Council. Mrs Ow stepped down as non-executive Director and member of each of the AC and NC on 30 March 2021.
- (8) Ms Punita Lal was appointed as member of AC on 31 March 2021. Ms Lal attended all AC meetings after her appointment.
- (9) Mr Anthony Lim was appointment as chairman of CMDC on 31 March 2021. Mr Lim attended all CMDC meetings after his appointment.
- (10) Mr Chng Kai Fong was appointment as non-executive and non-independent Director and member of AC and NC on 31 March 2021. Mr Chng attended all the Board, AC and NC meetings following his appointment. Mr Chng attended the 2021 AGM as an invitee. His Director's remuneration will be paid fully in cash to DCAC.
- (11) Ms Judy Lee was appointed as non-executive and Independent Director and member of AC, BRMC and CMDC on 4 August 2021. Ms Lee attended all the Board, AC, BRMC and CMDC meetings following her appointment.

(Note: Directors are also paid attendance fees for Board and Board Committee meetings, as well as for attending the AGM and the annual Board offsite.)

Remuneration of Executive Director

Since becoming CEO in November 2009, Piyush Gupta has transformed the DBS Bank Group into a leading bank with multiple engines of growth, solid digital leadership, and a dynamic culture that embraces innovation.

This led the DBS Bank Group to deliver its best year ever in 2021, not only in terms of financial performance but also across a range of key scorecard goals. For the year, the DBS Bank Group had record net profit of SGD 6.80 billion, up 44%. Return on equity at 12.5% was the second-highest in more than a decade. This achievement was all the more remarkable given ongoing challenges in the operating environment. With

COVID-19 in the second year, global interest rates remained at rock-bottom levels. China idiosyncratic risks also increased, following moves by the government to temper exuberance in the property market. Against this backdrop, the DBS Bank Group's sterling financial performance underlined the strength of its board-based franchise and the success of multi-year transformation efforts. Over the past year, the DBS Bank Group executed several inorganic transactions, including acquiring the consumer banking business of Citigroup in Taiwan and investing in Shenzhen Rural Commercial Bank. These initiatives will strengthen its franchise, and enable DBS Bank Group to ride the crest of a structurally rising Asia. The DBS Bank Group also launched several new businesses such as DBS Digital Exchange, Partior and Climate Impact X, which harness emerging technologies, and will position it for the future.

Given the DBS Bank Group's belief that the successful organisation of the future will have to operate very differently, it launched new ways of working. This included having some of its people working horizontally across functions to better serve customers and being more data-driven. Recognising that DBS Bank Group's employees want greater flexibility, it also introduced hybrid work models and flexi-work arrangements. Employee engagement scores improved to 86%, outperforming the Kincentric benchmark for the APAC Financial Services Industry.

During the year, the DBS Bank Group also continued to advance the sustainability agenda, both in terms of tackling climate change and addressing the growing social issues in its midst.

The DBS Bank Group's efforts were well-recognised, with not one but two global publications naming DBS as best in the world.

In recognition of Mr Gupta's 2021 performance, his present-year remuneration is as outlined below:

Breakdown of remuneration for performance year 2021 (1 January – 31 December)

	Salary remuneration	Cash bonus⁽¹⁾	Share Plan⁽²⁾	Others⁽³⁾	Total⁽⁴⁾
			(SGD)		
Mr. Piyush Gupta	1,200,000	5,165,000	7,135,000	75,462	13,575,462

Notes:

- (1) The amount has been accrued in 2021 financial statements.
- (2) At the DBS Bank Group, ordinary dividends on unvested shares do not accrue to employees. For better comparability with other listed companies, this figure excludes the estimated value of retention shares amounting to SGD 1,427,000, which serve as a retention tool and compensate staff for the time value of deferral. This is also similar in nature to practices in those companies which provide accrual of dividends for deferred awards.
- (3) Represents non-cash component and comprises club, car and driver.
- (4) Refers to current year performance remuneration – includes fixed pay in current year, cash bonus received in following year and DBSH ordinary shares granted in following year.

Key executives' remuneration

While corporate governance guidelines recommend that at least the top five key executives' remuneration be disclosed, the Board believes that it would be disadvantageous to do so because of the constant battle of talent in a highly competitive industry. This is consistent with banking industry practice in the local market. The aggregate total remuneration for the DBS Bank Group's Senior Management (including the CEO) in 2021 amounted to SGD 79.4 million.

REGULATION AND SUPERVISION

Regulation and Supervision in Singapore

Introduction

Singapore licensed banks come within the ambit of the Banking Act and the MAS, as the administrator of the Banking Act, supervises and regulates the banks and their operations. In addition to provisions in the Banking Act and the subsidiary legislation issued thereunder, banks have to comply with notices, circulars and guidelines issued by the MAS from time to time.

A licensed bank's operations may include the provision of capital markets services and financial advisory services. A bank licensed under the Banking Act is exempt from holding a capital markets services licence under the Securities and Futures Act 2001 of Singapore (the "**SFA**") and from holding a financial adviser's licence under the Financial Advisers Act 2001 of Singapore (the "**FAA**"). However, the bank will nonetheless have to comply with the SFA and the FAA and the subsidiary legislation issued thereunder, as well as notices, circulars, guidelines, practice notes and codes issued by the MAS from time to time, as may be applicable to it in respect of these regulated activities, and its conduct of any other activities that fall within the ambit of the SFA and FAA.

The holding company of a Singapore licensed bank could also be subject to regulation if required to be approved as a financial holding company under Section 28 of the MAS Act. The requirements pertaining to financial holding companies will be enhanced when the Financial Holding Companies Act 2013 of Singapore ("**FHC Act**") becomes effective. The FHC Act was published in the Government Gazette on 11 April 2014. The FHC Act was introduced to establish the regulatory framework for designated Singapore-incorporated financial holding companies with one or more Singapore-incorporated bank or insurance subsidiaries. The salient provisions in the FHC Act relate to:

- (a) a requirement to provide the MAS with information requested by the MAS for supervision purposes;
- (b) restrictions on the use of the name, logo and trademark of a designated financial holding company;
- (c) restrictions on the activities of a designated financial holding company;
- (d) restrictions on the shareholding and control of a designated financial holding company;
- (e) limits on exposures and investments;
- (f) minimum asset requirements;
- (g) minimum capital and capital adequacy requirements;
- (h) leverage ratio requirements;
- (i) supervision and reporting requirements; and
- (j) approval requirements for the appointment of directors and chief executives.

Some of these requirements remain to be specified in subsidiary legislation or notices to be issued by the MAS, for instance, minimum liquid assets, capital adequacy and leverage ratio.

The FHC Act provides for transition periods for designated financial holding companies to comply with various provisions in the specific provisions and a general power for the Minister to prescribe by regulations, for a period of two years from the commencement of operation of any provision, transitional provisions consequent on the enactment of that provision.

The Monetary Authority of Singapore

The MAS is banker and financial agent to the Singapore government and is the central bank of Singapore. Following its merger with the Board of Commissioners of Currency, Singapore on 1 October 2002, the MAS has also assumed the functions of currency issuance. The MAS' functions include:

- (a) to act as the central bank of Singapore, including the conduct of monetary policy, the issuance of currency, the oversight of payment systems and serving as banker to and financial agent of the Singapore government;
- (b) to conduct integrated supervision of financial services and financial stability surveillance;
- (c) to manage the official foreign reserves of Singapore; and
- (d) to develop Singapore as an international financial centre.

The Regulatory Environment

COVID-19 Temporary Measures

On 7 April 2020, the MAS announced that it would adjust selected regulatory requirements and supervisory programmes to enable financial institutions to focus on dealing with issues related to the COVID-19 pandemic and supporting their customers during this difficult period. The MAS will take the following regulatory and supervisory measures:

- adjust banks' capital and liquidity requirements, to help sustain their lending activities;
- allow financial institutions to take into account the government's fiscal assistance and bank's relief measures in setting more realistic accounting loan loss allowances;
- defer institutions' implementation of the final set of Basel III reforms, margin requirements for non-centrally cleared derivatives, and other new regulations and policies, to ease a financial institution's operational burden;
- provide financial institutions with more latitude on submission timelines for regulatory reports and defer non-urgent industry projects; and
- suspend regular onsite inspections and supervisory visits till further notice.

For example, MAS Notice 637 has been amended to allow the full recognition of balances maintained in regulatory loss allowance reserve accounts as Tier 2 Capital between 31 March 2020 and 30 September 2021 (both dates inclusive) and MAS Notice 652 has been amended to:

- lower the required stable funding factors for all loans from a D-SIB to non-financial corporates, retail customers and small business customers, that have a residual maturity of less than six months, from 50% to 25% for the period between 8 April 2020 and 30 September 2021 (both dates inclusive); and
- gradually phase back the required stable funding factors referred to above from 25% to 50% by 1 April 2022.

MAS Notice 612A has also been introduced to set out the credit grading treatment for credit facilities granted support measures by banks in response to the COVID-19 outbreak for the period beginning on 1 January 2021 and ending on 31 December 2021 (both dates inclusive).

The COVID-19 (Temporary Measures) Act 2020 of Singapore (the "**Act**") passed on 7 April 2020 introduced various temporary relief measures for individuals and businesses in financial distress. The measures are in place for six months from the relevant commencement date of the COVID-19 (Temporary Measures) Act 2020 of Singapore i.e. 20 April 2020 to 19 October 2020, and may be subsequently

extended. For example, small and medium enterprises (namely businesses that are at least 30% owned by Singapore citizens and/or permanent residents, where the turnover of the enterprise group does not exceed SGD100 million) are given temporary relief from legal action over loan facilities that are secured against commercial or industrial immovable property, plant, machinery or other equipment used for business purposes in Singapore. A bank or finance company would be prohibited from instituting, among other things, court and insolvency proceedings and enforcing its security over such immovable property or movable property for the period prescribed under the Act. The prescribed period for loans by banks and finance companies to Singapore SMEs was extended from 19 October 2020 to 19 November 2020.

Other Special Financial Relief Programmes

On 31 March 2020, the Association of Banks in Singapore (“**ABS**”) issued an announcement introducing a Special Financial Relief Programme for individuals. Amongst other measures, this allows individuals with residential property loans to apply to their bank to defer either:

- principal payment; or
- both principal and interest payments,

up to 31 December 2020, with interest accruing only on the deferred principal amount. In order to be eligible for such relief, the individual must not have been in arrears for more than 90 days as at 6 April 2020. Further measures were provided for on 30 April 2020 and allow individuals with commercial and industrial property loans to apply to their bank to defer principal payments up to 31 December 2020, and individuals with mortgage equity withdrawal loans that were granted on or after 6 April 2020 to apply to their bank to defer either principal payment or both principal and interest payments up to 31 December 2020.

On 24 June 2021, the MAS, ABS and Finance Houses Association of Singapore announced an extension of support measures for individuals and SMEs, in certain sectors that continue to face financial difficulties due to the COVID-19 pandemic. This is expected to be the final extension of the industry-wide support measures.

Individuals with residential, commercial and industrial property loans who are unable to resume making full loan repayments from 1 January 2021 may apply to their respective bank or finance company to make reduced instalment payments pegged at 60% of their monthly instalment, for a period of up to 9 months but not exceeding 31 December 2021. Also, individuals with renovation and student loans may apply to their respective bank to extend their loan tenures by up to 3 years. The application window for these support measures was extended to 30 September 2021.

SMEs can seek relief under the Extended Support Scheme – Standardised (ESS-S), under which SMEs in certain sectors may opt to defer 80% of principal payments on their secured loans granted by banks or finance companies, as well as loans granted under Enterprise Singapore’s Enhanced Working Capital Loan Scheme and Temporary Bridging Loan Programme until 30 September 2021. In addition, the Extended Support Scheme - Customised (ESS-C), an industry programme to help SMEs with more than one lender restructure their credit facilities across multiple banks and finance companies, was launched on 1 November 2020. The application window for the ESS-C was extended to 31 December 2021.

In connection with these, MAS has released updates to certain MAS Notices to take into account such loans that have been deferred at the option of the borrower.

The special financial relief programmes which have expired over the course of 2021 are not expected to be extended.

Moderation of FY2020 Dividends

The MAS announced on 29 July 2020 that it has called on locally-incorporated banks headquartered in Singapore to cap their total dividends per share (“DPS”) for FY2020 at 60% of FY2019’s DPS, and offer shareholders the option of receiving the dividends to be paid for FY2020 in scrip in lieu of cash.

The dividend restriction is a pre-emptive measure to bolster the banks’ ability to continue to support the credit needs of businesses and consumers in the current business environment.

On 28 July 2021, the MAS announced that the dividend restrictions on locally-incorporated banks and finance companies headquartered in Singapore would not be extended.

Enhancing access to SGD and USD funding

On 3 September 2020, the MAS announced measures to enhance the banking system’s access to SGD and USD funding, which are intended to strengthen banking sector resilience, promote more stable SGD and USD funding conditions, and support credit intermediation amid continued economic headwinds from the COVID-19 pandemic.

A new MAS SGD Term Facility was launched in the week of 28 September 2020, to provide banks and finance companies an additional channel to borrow SGD funds at longer tenors and with more forms of collateral. The MAS SGD Term Facility will offer SGD funds in the 1-month and 3-month tenors, complementing the existing overnight MAS Standing Facility. In line with the MAS SGD Term Facility’s objective to serve as a liquidity backstop, pricing will be set above prevailing market rates. A wider range of collateral comprising cash and marketable securities in SGD and major currencies will be accepted. In particular, D-SIBs that are incorporated in Singapore will be able to pledge eligible residential property loans as collateral at the MAS SGD Term Facility.

Likewise, the range of collateral that banks in Singapore can use to access USD liquidity from the MAS USD Facility will also be expanded. Presently, banks in Singapore can borrow USD by pledging eligible SGD-denominated collateral. From 28 September 2020, banks are able to obtain USD liquidity by pledging a wider pool of cash and marketable securities, in line with what is accepted at the MAS SGD Term Facility.

The MAS also indicated that it will raise the asset encumbrance limit imposed on locally-incorporated banks under the Banking Act. The asset encumbrance limit will be increased to 10% of a locally-incorporated bank’s total assets, up from the current limit of 4%. This increase will give the locally-incorporated banks greater leeway to pledge residential property loans as collateral to access funding, so that they can support the financial needs of individuals and businesses that are affected by the COVID-19 pandemic.

The MAS announced on 5 July 2021 that it would extend the MAS SGD Facility for ESG Loans from 1 October 2021 to 31 March 2022. This Facility provides low-cost funding for banks and finance companies to grant loans under Enterprise Singapore’s Enterprise Financing Scheme - SME Working Capital Loan and Temporary Bridging Loan Programme. It was announced on 17 June 2021 that the MAS USD Facility would also be extended to 31 December 2021. On 18 February 2022, the MAS announced that it will further extend the MAS SGD Facility for ESG Loans from 1 April 2022 to 30 September 2022. A revised interest rate of 0.5 per cent. per annum will apply for funding provided from the May 2022 application window onwards to better reflect interest rates in Singapore.

Financial Holding Company

DBSH is approved as a financial holding company under Section 28 of the MAS Act and is subject to requirements imposed by the MAS. The FHC Act will be applicable to DBSH when it comes into operation.

Domestic Systemically Important Banks

The framework for D-SIBs is set out in the MAS’ monograph on the MAS’ Framework for Impact and Risk Assessment of Financial Institutions (revised in September 2015), and is aligned with the principles set out by the Basel Committee for determining banks that are of domestic systemic importance. D-SIBs are, *inter*

alia, subject to more intensive supervision by the MAS, and liquidity coverage ratio (“**LCR**”) and higher loss absorbency requirements, than banks which are not so designated. The applicable capital and liquidity requirements are incorporated under MAS Notice 637 and MAS Notice 649. DBS Bank was designated as a D-SIB by the MAS on 30 April 2015.

Capital Adequacy Ratios (“CAR”)

The DBS Bank Group is required to comply with MAS Notice 637 which implements the Basel III capital standards for Singapore-incorporated banks. The Notice sets out the capital adequacy ratio requirements and the range of approaches that banks could adopt, based on the complexity and sophistication of their businesses and operations, for calculating its RWA. MAS Notice 637 also sets out the expectations of the MAS in respect of the internal capital adequacy assessment process, the disclosure requirements in relation to capital adequacy and leverage ratio, and the submission and disclosure requirements for assessing G-SIBs.

Pursuant to MAS Notice 637, the MAS imposes CAR requirements on a Singapore-incorporated bank at two levels:

- (a) the bank standalone (“**Solo**”) level CAR requirements, which measure the capital adequacy of a Singapore-incorporated bank based on its standalone capital strength and risk profile; and
- (b) the consolidated (“**Group**”) level CAR requirements, which measure the capital adequacy of a Singapore-incorporated bank based on its capital strength and risk profile after consolidating the assets and liabilities of its subsidiaries and any other entities which are treated as part of the bank’s group of entities according to SFRS(I) (collectively called banking group entities), taking into account any exclusions of certain banking group entities or any adjustments pursuant to securitisation required under MAS Notice 637.

Where a Singapore-incorporated bank issues covered bonds (as defined in MAS Notice 648), the bank must continue to hold capital against its exposures in respect of the assets included in a cover pool (as defined in MAS Notice 648) in accordance with MAS Notice 637. In the case where covered bonds are issued via a special purpose entity or where the cover pool is held by a special purpose entity, the bank and the special purpose entity will be treated as a single entity for the purposes of MAS Notice 637.

Under MAS Notice 637, Singapore-incorporated banks which are designated by the MAS as D-SIBs are required to comply with a minimum Common Equity Tier 1 (“**CET1**”) CAR of 6.5%, Tier 1 CAR of 8% and Total CAR of 10%. These minimum ratios are two percentage points higher than those established by the Basel Committee, and are aimed to reduce the probability of failure of D-SIBs by increasing their going-concern loss absorbency.

In line with Basel III, the MAS has incorporated in MAS Notice 637 a capital conservation buffer (“**CCB**”) of 2.5% and a countercyclical buffer of up to 2.5%, both to be met fully with CET1 capital. These buffers have been fully phased in from 1 January 2019.

The countercyclical buffer is not an ongoing requirement, and is only applied as and when specified by the relevant banking supervisors. The applicable magnitude is the weighted average of the jurisdiction-specific countercyclical buffer requirements that are required by authorities in jurisdictions to which a bank has private sector credit exposures. The Basel Committee expects jurisdictions to implement the countercyclical buffer during periods of excessive credit growth.

The table below summarises the capital requirements under MAS Notice 637 for D-SIBs.

Minimum CAR (%)	From 1 January 2019 and beyond
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	From 1 January 2019 and beyond
CET1 (a).....	6.5
CCB (b)	2.5
CET1 including CCB (a) + (b).....	9.0
Tier 1 including CCB.....	10.5
Total including CCB.....	12.5
Maximum Countercyclical Buffer	2.5

Under MAS Notice 637, Singapore-incorporated banks are also required to maintain, at both the Solo and Group levels, a minimum leverage ratio of 3% at all times.

On 7 May 2019, the MAS released a consultation paper on “Proposed Implementation of the Final Basel III Reforms in Singapore”, seeking feedback on proposed revisions to the risk-based capital requirements and leverage ratio requirements for Singapore-incorporated banks to align with the Basel III reforms, and to implement these revisions from 1 January 2022. On 7 April 2020, the MAS announced that the implementation date of the Basel III reforms had been deferred by one year to 1 January 2023 to enable banks to prioritise their resources in response to COVID-19. On 17 December 2020, the MAS released its “Response to Feedback Received on the Proposed Implementation of the Final Basel III Reforms in Singapore – Operational Risk Capital and Leverage Ratio Requirements”. On 25 March 2021, the MAS released its “Response to Feedback Received on the Proposed Implementation of the Final Basel III Reforms in Singapore – Credit Risk Capital and Output Floor Requirements”. On the same day, the MAS also released a consultation paper on “Draft Standards for Credit Risk Capital and Output Floor Requirements for Singapore-incorporated Banks”, seeking feedback on proposed amendments to MAS Notice 637 in respect of credit risk capital and output floor requirements which take into account this Response. The revised standards are expected to take effect from 1 January 2023, with transitional arrangements provided for implementation of the output floor till 1 January 2028. On 13 September 2021, the MAS published its “Response to Feedback Received on the Proposed Implementation of the Final Basel III Reforms in Singapore – Market Risk Capital Requirements”. On the same day, the MAS also released a consultation paper on “Draft Standards for Market Risk Capital and Capital Reporting Requirements for Singapore-incorporated Banks” seeking feedback on draft standards relating to market risk capital and capital reporting requirements for Singapore-incorporated banks. Under this consultation paper, amendments have been proposed to MAS Notice 637 to take into account the aforementioned response as well as standards relating to market risk capital requirements in the consolidated Basel Framework published by the Basel Committee on Banking Supervision. The MAS intends to implement the revised standards for market risk capital for supervisory reporting purposes from 1 January 2023, and for the purposes of compliance with capital adequacy and disclosure requirements from 1 January 2023 or later.

On 31 March 2020, in light of the COVID-19 pandemic, MAS Notice 637 was amended to allow the full recognition of balances maintained in regulatory loss allowance reserve accounts as Tier 2 Capital between 31 March 2020 and 30 September 2021 (both dates inclusive). Further technical revisions to MAS Notice 637 were implemented with effect from 1 October 2020, including the capital treatment of public sector entities.

With effect from 1 July 2021, MAS Notice 637 was amended to specify that the transitional arrangements for the adoption of the standardised approach for counterparty credit risk (SA-CCR) and the revised capital requirements for bank exposures to central counterparties will cease on 31 December 2021. It also reflects amendments setting out an alternative treatment for the measurement of derivatives exposures for leverage ratio calculation, using a modified version of SA-CCR as well as other amendments to implement

technical revisions to the credit risk framework. Further amendments to MAS Notice 637 were made with effect from 18 August 2021 to implement the framework for the treatment of major stake investments in financial institutions at the Solo level.

With effect from 31 December 2021, MAS Notice 637 was amended to incorporate edits in relation to the insertion of a new charge to be held by the Housing and Development Board (“**HDB**”) under the Prime Location Public Housing (“**PLH**”) model. Further amendments effective from 1 January 2022 were also made to MAS Notice 637 to: (a) incorporate clarifications to the SA-CCR framework and the revised capital requirements for bank exposures to central counterparties, (b) implement revisions to the internal ratings-based approach application process and (c) implement technical revisions to the disclosure framework.

On 7 February 2022, the MAS imposed on DBS Bank Ltd. an additional capital requirement arising from the widespread unavailability of DBS Bank’s digital banking services during 23 to 25 November 2021. The MAS has required DBS Bank to apply a multiplier of 1.5 times to its risk-weighted assets for operational risk. This translates to an additional amount of approximately S\$930 million in regulatory capital (based on reported financial statements as at 30 September 2021). The MAS has directed DBS Bank to appoint an independent expert to conduct a comprehensive review of the incident, including DBS Bank’s recovery actions. The independent review is also required to assess how a similar incident can be prevented in future. DBS Bank is required to rectify all shortcomings identified from the review and implement measures to ensure that any future disruption to its digital banking services is resolved quickly and adequately. The additional capital requirement will be reviewed when the MAS is satisfied that DBS Bank has addressed the identified shortcomings.

Other Key Prudential Provisions

Liquidity Standards

MAS Notice 649 (as last revised on 27 September 2021) implements the Basel III LCR rules. Under MAS Notice 649, a D-SIB that is incorporated in Singapore and whose head office or parent bank is incorporated in Singapore must maintain at all times, a Singapore dollars LCR requirement of at least 100% and an all-currency LCR requirement of at least 100%.

MAS Notice 652 implements the Basel Committee’s standards on the Basel III Liquidity Rules - Net Stable Funding Ratio (“**NSFR**”). A D-SIB that is incorporated in Singapore and whose head office or parent bank is incorporated in Singapore must maintain a consolidated all-currency Group NSFR of at least 100% at all times.

MAS Notice 651 and MAS Notice 653 implement disclosure requirements for D-SIBs incorporated in Singapore and whose head office or parent bank is incorporated in Singapore or internationally active banks that are consistent with the Basel Committee’s revised standards on Pillar 3 disclosures under the Basel III framework. In particular, they concern disclosures of quantitative and qualitative information about LCR and NSFR respectively.

Maintenance of Cash

Under Section 39 of the Banking Act and MAS Notice 758 on Minimum Cash Balance (“**MAS Notice 758**”), a bank is also required to maintain, during a maintenance period, in its current account and custody cash account an aggregate minimum cash balance with the MAS of at least an average of 3% of its average Qualifying Liabilities (as defined in MAS Notice 613 on Minimum Liquid Assets (“**MAS Notice 613**”)) computed during the relevant two-week period beginning on a Thursday and ending on a Wednesday. The MAS had stated in November 2014 that MAS Notice 758 would be amended to include the definition of Qualifying Liabilities under MAS Notice 649 instead of referencing MAS Notice 613, which would be cancelled with effect from 1 January 2016. To-date, the MAS has neither amended the definition of Qualifying Liabilities in MAS Notice 758 nor cancelled MAS Notice 613 (as last revised on 27 September 2021).

Credit Losses and Provisioning

MAS Notice 612 on Credit Files, Grading and Provisioning concerns the recognition and measurement of allowance for credit losses introduced in FRS 109. Banks are required to measure and recognise loss allowances for expected credit losses in accordance with the requirements of FRS 109. In addition, Singapore-incorporated banks which are designated by the MAS as D-SIBs are to maintain a minimum level of loss allowances for their non-credit-impaired exposures, of 1% of the Minimum Regulatory Loss Allowance. Where the accounting loss allowance falls below the Minimum Regulatory Loss Allowance, a D-SIB is required to recognise the additional loss allowance by establishing a non-distributable regulatory loss allowance reserve account through an appropriation of its retained earnings.

Every bank in Singapore is required to make adequate provisions for bad and doubtful debts and before any profit or loss is declared, ensure that the provision is adequate.

Exposure limits

Under Section 29 of the Banking Act, the MAS may, by notice in writing to any bank in Singapore, or any class of banks in Singapore, impose such requirements as may be necessary or expedient for the purposes of:

- (a) identifying any person or class of persons, where exposure of the bank, or a bank within the class of banks, to the person or class of persons may result in concentration risk to the bank; or
- (b) limiting the exposure of the bank, or a bank within the class of banks, to any person or class of persons, where the exposure may result in concentration risk to the bank.

For the purposes of this paragraph, “exposure” means the maximum loss that a bank may incur as a result of the failure of a counterparty to meet any of its obligations.

On 3 January 2018, the MAS released a Consultation Paper on Proposed Revisions to the Regulatory Framework for Large Exposures of Singapore-incorporated Banks. The proposed revisions take into account relevant aspects of the “Supervisory framework for measuring and controlling large exposures” published by the Basel Committee in April 2014, and will apply only to Singapore-incorporated banks. The MAS released the Response to Feedback Received – Proposed Revisions to the Large Exposures Framework for Singapore-Incorporated Banks on 31 August 2018 and will, among other things, tighten the large exposures limit from 25% of eligible total capital to 25% of Tier 1 capital.

On 14 August 2019, the MAS issued MAS Notice 656 on Exposures to Single Counterparty Groups for Banks Incorporated in Singapore (“**MAS Notice 656**”) implementing the revised requirements. MAS Notice 656 provides that, among other things, a bank incorporated in Singapore must not permit: (a) at the Solo level, the aggregate of its exposures to any single counterparty group to exceed 25% of its Tier 1 capital; and (b) at the Group level, the aggregate of the exposures of the banking group to any counterparty, any director group, any substantial shareholder group or any connected counterparty group to exceed 25% of the Tier 1 capital of the banking group. On 1 July 2021, MAS Notice 656 was amended to, amongst others, reflect that the transitional arrangements for the adoption of the standardised approach for credit risk under MAS Notice 637 will cease on 31 December 2021 and to clarify the treatment for an exempt exposure that is secured by eligible financial collateral or eligible credit protection.

On 1 July 2021, a new Section 29A to the Banking Act intended to enhance the monitoring and control of the risk of conflict between the interests of a bank in Singapore and the interests of certain persons, branches or head offices that are related to the bank took effect. The new Section 29A provides that the MAS may, by written notice, impose requirements that are reasonably necessary for the purposes of identifying credit facilities from, exposures of and transactions of, the bank, to or with certain persons, branches, entities or head offices that may give rise to any conflict of interest, and for monitoring, limiting and restricting such credit facilities, exposures and transactions. Among other things, the notice may

prohibit the bank from granting any credit facility, creating any exposure or entering into any transaction to or with such a person, branch, entity or head office.

The MAS has issued MAS Notice 643 on Transactions with Related Parties (“**MAS Notice 643**”) pursuant to the new Section 29A(1) of the Banking Act. MAS Notice 643, which took effect on 1 July 2021, sets out requirements relating to transactions of banks in Singapore with related parties and the responsibilities of banks in relation to transactions of branches or entities in the bank’s group with related parties, which seek to minimise the risk of abuse arising from conflicts of interest in such transactions.

Anti-Commingling Framework

A bank in Singapore is prohibited from carrying on or entering into any partnership, joint venture or other arrangement with any person to carry on any business except:

- (a) banking business;
- (b) business which is regulated or authorised by the MAS or if carried on in Singapore, would be regulated or authorised by the MAS under any written law;
- (c) business which is incidental to (a) or (b);
- (d) business or a class of business prescribed by the MAS; or
- (e) any other business approved by the MAS (Section 30 of the Banking Act).

On 29 September 2017, the MAS released a Consultation Paper on the Review of Anti-Commingling Framework for Banks which proposes to refine the anti-commingling framework for banks in two key aspects, including streamlining the conditions and requirements under regulation 23G of the Banking Regulations so as to make it easier for banks to conduct or invest in permissible non-financial businesses that are related or complementary to their core financial businesses, and allowing banks to engage in the operation of digital platforms that match buyers and sellers of consumer goods or services, as well as the online sale of such goods or services.

In this connection, the MAS has also proposed amendments to regulations 23F and 23G of the Banking Regulations in the Consultation Paper on Proposed Amendments to Regulations, Notices and Guidelines Arising from the Banking (Amendment) Act 2020 and Other Changes published on 2 December 2020. Among other things, the MAS has prescribed a list of permissible non-financial businesses which banks may carry on if the business is related or complementary to any of the core financial business which is carried on by the bank, subject to conditions such as the requirement for the bank to put in place risk management and governance policies and procedures that are commensurate with the risks posed by such business, and obtain the approval of the board of directors (or an authorised person, in the case of a bank incorporated outside Singapore and its head office has carried on the business before) for such policies and procedures.

On 30 November 2020, the MAS issued Responses to Feedback Received on the Review of Anti-Commingling Framework for Banks. The responses reflect the MAS’ sustained intention of streamlining conditions and requirements under regulation 23G of the Banking Regulations, such as allowing banks individual discretion with regards to the determination of appropriate risk management and governance arrangements.

The revised anti-commingling policy measures and the amendments to regulations 23F and 23G of the Banking Regulations have been effected by way of the Banking (Amendment) Regulations 2021 which took effect on 1 July 2021.

Major stake and investment restrictions

A bank incorporated in Singapore cannot hold or acquire, directly or indirectly, a major stake in any entity (including unincorporated bodies) without first obtaining the approval of the MAS (Section 32 of the Banking Act). A “major stake” means:

- (a) any beneficial interest exceeding 10% of the total number of issued shares or such other measure corresponding to shares in a company as may be prescribed by the MAS;
- (b) control of over more than 10% of the voting power or such other measure corresponding to voting power in a company as may be prescribed by the MAS; or
- (c) any interest in the entity, by reason of which the management of the entity is accustomed or under an obligation, whether formal or informal, to act in accordance with the bank’s directions, instructions or wishes, or where the bank is in a position to determine the policy of the entity.

A bank incorporated in Singapore, either directly or through any subsidiary of the bank or any other company in the bank group, can hold any beneficial interest in the share capital of a company (and such other investment, interest or right as may be prescribed by the MAS) (“**equity investment**”), whether involved in financial business or not, so long as such equity investment does not exceed in the aggregate 2% of the capital funds of the bank or such other percentage as the MAS may prescribe. Such a restriction on a bank’s equity investment does not apply to any interest held by way of security in the ordinary course of the bank’s business or to any shareholding or interest acquired or held by a bank in the course of satisfaction of debts due to the bank, where such interest is disposed of at the earliest suitable opportunity. In addition, any major stake approved by the MAS under Section 32 of the Banking Act and any equity investment in a single company acquired or held by a bank when acting as a stabilising manager in relation to an offer of securities issued by the company will not be subject to the restrictions on equity investment described above.

No bank incorporated in Singapore shall hold or acquire, directly or through a subsidiary of the bank or any other company in the banking group, interests in or rights over immovable property, wherever situated, the value of which exceeds in the aggregate 20% of the capital funds of the bank or such other percentage as the MAS may prescribe (Section 33 of the Banking Act). The Banking Regulations further provide that the property sector exposure of a bank in Singapore shall not exceed 35% of the total eligible assets of that bank. Under the Banking Act and the Banking Regulations, a bank can invest in properties subject to an aggregate of 20% of its capital funds, but it is not allowed to engage in property development or management. However, a bank incorporated in Singapore such as DBS Bank is permitted to carry on property management and property enhancement services in relation to investment properties that are owned by any entity in its bank group, foreclosed properties that have been acquired or held by any entity in its bank group and buildings (the whole or any part of which is) occupied and used by any entity in its bank group for the carrying on of that entity’s business. For this purpose, “**bank group**”, in relation to a bank incorporated in Singapore, refers to the group of entities comprising (a) the bank; (b) every subsidiary of the bank; (c) every branch of the bank; and (d) every other entity that is treated as part of the bank’s group of entities for accounting purposes according to the Accounting Standards (as defined in the Banking Regulations).

Provisions relating to issuance of covered bonds

With effect from 31 December 2013, Singapore-incorporated banks are permitted to issue covered bonds subject to conditions under MAS Notice 648 (last amended on 27 September 2021). The aggregate value of assets in the cover pools for all covered bonds issued by the bank itself through special purpose vehicles, or both the bank and the SPV, and residential mortgage loans and assets eligible for inclusion in cover pools (but which have not been included) and which are transferred to the special purpose vehicles, must not exceed 10% of the value of the total assets of the bank at all times.

Designation of DBS Bank as a D-SIB

DBS Bank was designated as a D-SIB on 30 April 2015. The framework for D-SIBs is set out in the MAS' monograph on the MAS' Framework for Impact and Risk Assessment of Financial Institutions (revised in September 2015), which builds on the proposals set out in the MAS Consultation Paper on the Proposed Framework for Systemically Important Banks in Singapore dated 25 June 2014. The MAS has not published any further detailed requirements applicable to D-SIBs. Broadly, D-SIBs will be subject to more intensive supervision by the MAS than banks which are not so designated, and in particular certain higher loss absorbency (HLA) requirements and LCR requirements. However, designation as a D-SIB should not affect DBS Bank's HLA and LCR requirements. The proposed HLA and LCR requirements in respect of D-SIBs (which include the requirement to maintain minimum CET1 CAR requirements that are two percentage points higher than those already established by the Basel Committee) are already incorporated in existing capital and liquidity requirements applicable to Singapore-incorporated banks under MAS Notice 637 and MAS Notice 649. Accordingly, DBS Bank is already subject to these requirements.

Corporate Governance Regulations and Guidelines

The Banking (CG) Regulations 2005, as amended by the Banking (Corporate Governance) (Amendment) Regulations 2007 and as further amended by the Banking (Corporate Governance) (Amendment) Regulations 2010 and Banking (Corporate Governance) (Amendment) Regulations 2019, define what is meant by an independent director and set out the requirements for the composition of the board of directors and board committees, such as the Nominating Committee, Remuneration Committee, Audit Committee, Risk Management Committee and Board Executive Committee.

The Guidelines on Corporate Governance for Financial Holding Companies, Banks, Direct Insurers, Reinsurers and Captive Insurers which are Incorporated in Singapore (dated 3 April 2013) (the "**2013 Guidelines**") comprise the Code of Corporate Governance 2012 for companies listed on the SGX-ST and supplementary principles and guidelines from the MAS, to take into account the unique characteristics of the business of banking and insurance, given the diverse and complex risks undertaken by these financial institutions and their responsibilities to depositors and policyholders. For example, the 2013 Guidelines set out the principle that the board of directors of a bank should ensure that the bank's related party transactions are undertaken on an arm's length basis.

The Code of Corporate Governance 2012 was revised on 6 August 2018. The revised Code of Corporate Governance 2018 sets out, *inter alia*, the principles that there should be a clear division of responsibilities between the leadership of the board of directors and the management of the company, and no one individual has unfettered powers of decision making, and that there is an appropriate level of independence and diversity of thought and background in the composition of the board of directors of the company to enable it to make decisions in the best interests of the company. In addition, the Code of Corporate Governance 2018 sets the shareholding threshold in determining a director's independence at 5%, to align with the definition of "substantial shareholders" in the SFA. The Code of Corporate Governance 2018 also requires the separation of the roles of Chairman and CEO.

On 9 November 2021, the MAS published the Guidelines on Corporate Governance for Designated Financial Holding Companies, Banks, Direct Insurers, Reinsurers and Captive Insurers which are incorporated in Singapore (the "**2021 Guidelines**"), which supersedes and replaces the 2013 Guidelines. The revisions take into account international standards and industry good practices. The MAS has incorporated the Code of Corporate Governance 2018 into the 2021 Guidelines. The 2021 Guidelines also include additional guidelines added by the MAS to take into account the unique characteristics of the business of banking in light of the diverse and complex risks undertaken by financial institutions conducting banking business and the responsibilities to depositors and other customers. The guidelines that relate to disclosures are effective from 1 January 2022 and will apply to the annual reports covering financial years commencing from that date, with the bulk of the other guidelines becoming effective from 1 April 2022.

To further enhance the corporate governance of banks, the Banking Act:

- (a) requires a Singapore-incorporated bank to seek the MAS' approval before it appoints certain key appointment holders (including directors and chief executive officers), and in doing so, the MAS has the power to prescribe the duties of the appointment holders and to specify the maximum term of each appointment;
- (b) empowers the MAS to remove key appointment holders of banks if they are found to be not fit and proper. The grounds for removal of such key appointment holders will be aligned with the criteria for approving their appointment. A Singapore-incorporated bank must also immediately inform the MAS if a key appointment holder is (in accordance with the Guidelines on Fit and Proper Criteria (last revised on 1 July 2021)) no longer a fit and proper person to hold the appointment;
- (c) provides a provision to protect banks' external auditors who disclose, in good faith, information to the MAS in the course of their duties from any liability that may arise from such disclosure;
- (d) empowers the MAS to direct banks to remove their external auditors if they have not discharged their statutory duties satisfactorily; and
- (e) empowers the MAS to prohibit, restrict or direct a bank to terminate any transaction that the bank enters into with its related parties if it is deemed to be detrimental to depositors' interests.

Under MAS Notice 643, a bank in Singapore is also required to obtain the approval of a special majority of three-fourths of its board and ensure that every branch or entity in its bank group obtains the approval of a special majority of three-fourths of the entity's board before entering into related party transactions that pose material risks to the bank (unless otherwise exempt), or write off any of its exposure to any of the bank's related parties, in order to provide more effective oversight over banks' related party transactions. MAS Notice 643 (dated 28 June 2021) took effect on 1 July 2021.

Other Requirements

Licensing

The MAS issues licences under the Banking Act to banks to transact banking business in Singapore. Such licences may be revoked if the MAS is satisfied, that the bank holding that licence:

- (a) has ceased to transact banking business in Singapore;
- (b) has furnished information or documents to the MAS in connection with its application for a licence which is or are false or misleading in a material particular;
- (c) if it is a bank incorporated outside Singapore, has had its bank licence or authority to operate withdrawn by the supervisory authority which is responsible, under the laws of the country or territory where the bank is incorporated, formed or established, for supervising the bank;
- (d) proposes to make, or has made, any composition or arrangement with its creditors or has gone into liquidation or has been wound up or otherwise dissolved;
- (e) is carrying on its business in a manner likely to be detrimental to the interests of the depositors of the bank or has insufficient assets to cover its liabilities to its depositors or the public;
- (f) is contravening or has contravened any provision of the Banking Act;
- (g) has been convicted of any offence under the Banking Act or any of its directors or officers holding a managerial or executive position has been convicted of any offence under the Banking Act;
- (h) is contravening or has contravened any provision of the Deposit Insurance and Policy Owners' Protection Schemes Act 2011 of Singapore (the "**Deposit Insurance and Policy Owners' Protection Schemes Act**") or any Rules issued by the deposit insurance and policy owners'

protection fund agency under the Deposit Insurance and Policy Owners' Protection Schemes Act;
or

- (i) is contravening or has contravened any provision of the MAS Act, or any direction issued by the MAS under the MAS Act.

The MAS may also revoke an existing licence if, upon the MAS exercising any power under Section 49(2) of the Banking Act or the Minister exercising any power under Division 2, 3, 4 or 4A of Part 4B of the MAS Act in relation to the bank, the MAS considers that it is in the public interest to revoke the licence.

Priority of liabilities in winding up

In the event of the winding up of a bank, Section 62 of the Banking Act provides that the following liabilities in Singapore of the bank shall, amongst themselves, rank in the following order of priority:

- (a) firstly, any premium contributions due and payable by the bank under the Deposit Insurance and Policy Owners' Protection Schemes Act;
- (b) secondly, liabilities incurred by the bank in respect of insured deposits, up to the amount of compensation paid or payable out of the Deposit Insurance Fund by the Singapore Deposit Insurance Corporation Limited under the Deposit Insurance and Policy Owners' Protection Schemes Act in respect of such insured deposits;
- (c) thirdly, deposit liabilities incurred by the bank with non-bank customers, other than those specified in paragraph (b) above and paragraph (d) below which are incurred (i) in Singapore dollars; or (ii) on terms under which the deposit liabilities may be discharged by the bank in Singapore dollars;
- (d) fourthly, deposit liabilities incurred by the bank with non-bank customers other than liabilities referred to in paragraphs (b) and (c) above; and
- (e) fifthly, any sum claimed by the trustee of a resolution fund (within the meaning of Section 98 of the MAS Act) from the bank under Section 103, 104, 105 or 106 of the MAS Act.

As between liabilities of the same class referred to in each of the paragraphs (a) to (e) above, such liabilities shall rank equally between themselves. The liabilities specified above shall have priority over all unsecured liabilities of the bank other than the preferential debts specified in Section 203(1) of the IRDA.

Privacy of customer information

Unless otherwise expressly provided in the Banking Act, a bank in Singapore and its officers may not disclose customer information to any other person without the written consent of the customer. On 29 June 2021, the MAS published MAS Notice 657 Privacy of Customer Information – Conditions for Disclosure of Customer Information by Auditors ("**MAS Notice 657**") which applies to all banks and their external auditors. MAS Notice 657 sets out the conditions which an auditor must comply with before disclosing any customer information to an employee of the Accounting and Corporate Regulatory Authority referred to in the Third Schedule of the Banking Act.

Removal of Domestic Banking Unit and Asian Currency Unit

Banks in Singapore previously had to maintain separate accounting units for their domestic banking unit ("**DBU**") and their Asian currency unit ("**ACU**"). On 4 November 2019, the Banking (Amendment) Bill (B35/2019) was introduced in Parliament to (among other things) remove the DBU-ACU divide and make consequential amendments to regulatory requirements following the removal of the DBU-ACU divide.

The MAS has previously noted that the removal of the DBU-ACU divide would require significant amendments to changes in banks' regulatory reporting systems. In this regard, the MAS issued an updated MAS Notice 610 on "Submission of Statistics and Returns" ("**MAS Notice 610**") on 17 May 2018 that was intended to take effect from 1 October 2020. However, the MAS Notice 610 dated 17 May 2018 was

cancelled and superseded by a new MAS Notice 610 issued on 16 July 2019 (last revised on 18 August 2020) which took effect from 1 July 2021.

Resolution Powers

Under the MAS Act and the Banking Act, the MAS has resolution powers in respect of Singapore licensed banks. Broadly speaking, the MAS has powers to (amongst other things) assume control of a bank, impose moratoriums, temporarily stay termination rights of counterparties, order compulsory transfers of business or shares and impose requirements relating to recovery and resolution planning.

Under Division 4A of Part 4B of the MAS Act, the MAS has statutory bail-in powers to write down or convert a financial institution's debt into equity. The entities subject to the statutory bail-in powers of the MAS are presently limited to Singapore-incorporated banks and Singapore-incorporated bank holding companies (each a "**Division 4A financial institution**"). The classes of instruments subject to the statutory bail-in powers of the MAS are provided under regulation 23 of the Monetary Authority of Singapore (Resolution of Financial Institutions) Regulations 2018 (the "**RFI Regulations**") and include:

- (i) any equity instrument or other instrument that confers or represents a legal or beneficial ownership in the Division 4A financial institution, except an ordinary share;
- (ii) any unsecured liability or other unsecured debt instrument that is subordinated to unsecured creditors' claims of the Division 4A financial institution that are not so subordinated; and
- (iii) any instrument that provides for a right for the instrument to be written down, cancelled, modified, changed in form or converted into shares or another instrument of ownership, when a specified event occurs,

but do not include any instrument issued before 29 November 2018 or a derivatives contract as defined in regulation 9(2) of the RFI Regulations.

In the event of bail-in, all shareholders' voting rights on matters which require shareholders' approval will be suspended until the Minister has published a notice in the Gazette that the moratorium ceases to apply. In respect of any person who becomes a significant shareholder (i.e. if they have reached the relevant shareholding thresholds) as a result of the bail-in, the Minister may serve a written notice on that person if:

- (a) the MAS is not satisfied that:
 - (i) the person is, in accordance with the Guidelines on Fit and Proper Criteria, a fit and proper person to be a significant shareholder; and
 - (ii) having regard to the likely influence of the person on it, the Division 4A financial institution or an entity established or incorporated to do one or both of the following: (A) temporarily hold and manage the assets and liabilities of the Division 4A financial institution; and/or (B) do any act for the orderly resolution of the Division 4A financial institution ("**resulting financial institution**") will or will continue to conduct its business prudently and comply with the provisions of the MAS Act and the relevant Act applicable to it; or
- (b) the Minister is not satisfied that:
 - (i) in a case where the Division 4A financial institution or resulting financial institution is a bank incorporated in Singapore, it is in the national interest for the person to remain a significant shareholder of the Division 4A financial institution or resulting financial institution, as the case may be; or
 - (ii) in any other case, it is in the public interest for the person to remain a significant shareholder of the Division 4A financial institution or resulting financial institution, as the case may be.

Where the Minister has served such a notice, then, until the person has disposed of or transferred the shares specified in the notice and in accordance with the notice:

- (i) no voting rights are exercisable in respect of the specified shares except with the permission of the Minister, whether or not a notice under Section 77(2) is published that the provision has ceased to apply;
- (ii) no shares of the Division 4A financial institution or resulting financial institution (as the case may be) may be issued or offered (whether by way of rights, bonus or otherwise) in respect of the specified shares except with the permission of the Minister; and
- (iii) except in a liquidation of the Division 4A financial institution or resulting financial institution (as the case may be), the Division 4A financial institution or resulting financial institution may not make any payment (whether by way of dividends or otherwise) in respect of the specified shares except with the permission of the Minister.

This will ensure that only fit and proper persons can exercise voting rights attached to significant stakes in the financial institution. When exercising its bail-in powers, the MAS must have regard to the desirability of giving each pre-resolution creditor or pre-resolution shareholder of the Division 4A financial institution the priority and treatment the pre-resolution creditor or pre-resolution shareholder would have enjoyed had the Division 4A financial institution been wound up.

In addition, a Division 4A financial institution is required to insert contractual bail-in clauses into instruments which fall within the scope of the MAS' statutory bail-in powers but which are governed by foreign laws, to the effect that the parties to the contract agree that the instrument may be the subject of the MAS' bail-in powers.

On 1 November 2021, a new regulation 27A of the RFI Regulations took effect. Under regulation 27A of the RFI Regulations, a "qualifying pertinent financial institution" ("QPFI") and its subsidiaries will be required to include enforceable provisions in financial contracts governed by foreign law which contain termination rights to ensure that the exercise of the termination rights for such contracts will be subject to MAS' temporary stay powers under sections 83 and 84 of the MAS Act. A QPFI is defined as a bank that is incorporated in Singapore and to which a direction has been issued under section 43(1) of the MAS Act. A three-year transitional period has been provided from 1 November 2021 for QPFIs to implement the contractual recognition requirement.

Existing RFI regulations that safeguard set-off and netting arrangements in the event of a compulsory transfer of business during resolution, were also extended to reverse and onward transfers of business.

Examinations and Reporting Arrangements for Banks

The MAS conducts on-site examinations of banks. Banks are also subject to annual audit by an external auditor approved by the MAS, who, aside from the annual balance sheet and profit and loss account, must report to the MAS immediately if in the course of the performance of his duties as an auditor of the bank, is satisfied that:

- (a) there has been a serious breach or non-observance of the provisions of the Banking Act or that otherwise a criminal offence involving fraud or dishonesty has been committed;
- (b) in the case of a bank incorporated in Singapore – losses have been incurred which reduce the capital funds of the bank by at least 50%;
- (c) serious irregularities have occurred, including irregularities that jeopardise the security of the creditors of the bank;
- (d) the auditor is unable to confirm that the claims of creditors of the bank are still covered by the assets;
or

- (e) any development has occurred or is likely to occur which has materially and adversely affected, or is likely to materially and adversely affect, the financial soundness of the bank.

In the 7 February 2019 Banking Act Consultation Paper, as a consequence of the impending removal of the DBU-ACU divide, the MAS has proposed to introduce a new reporting benchmark wherein the auditor must report to the MAS immediately if he becomes aware of any development that has occurred or is likely to occur which he has reasonable grounds to believe has materially affected adversely, or is likely to materially affect adversely, the financial soundness of the bank. With the new reporting benchmark, limb (b) above would no longer apply to all banks, but only to banks incorporated in Singapore.

The MAS has discontinued the mandatory audit firm rotation policy for local banks. On 17 July 2018, the MAS issued MAS Notice 615 on Appointment of Auditors pursuant to which banks incorporated and headquartered in Singapore will have to conduct a public tender for the reappointment of an auditor who has been appointed for a period of 10 or more consecutive financial years following the last conduct of a public tender. The implementation timeline will be the financial year ending 31 December 2020 for banks with incumbent auditors for more than ten consecutive years; and the financial year ending 31 December 2022 or ten years after the commencement of the audit engagement, whichever is later, for banks with incumbent auditors for up to ten consecutive years as of 31 December 2017. Under Section 58 of the Banking Act, the MAS is empowered to direct banks to remove their external auditors if the MAS is not satisfied with the performance of any duty by the auditors of those banks.

All banks in Singapore are required to submit periodic statistical returns, financial reports and auditors' reports to the MAS, including returns covering minimum cash balances and liquidity returns, statements of assets and liabilities and total foreign exchange business transacted.

The MAS may also require ad hoc reports to be submitted.

Inspection and Investigative Powers

The MAS' inspection and investigative powers are set out under Section 43 to Section 44A of the Banking Act which allow the MAS to, under conditions of secrecy: (a) inspect the books of each bank in Singapore and of any branch, agency or office outside Singapore opened by a bank incorporated in Singapore; (b) inspect the books of each subsidiary incorporated in Singapore of a bank incorporated in Singapore, where the subsidiary is not regulated or licensed by the MAS under any other Act; and (c) investigate the books of any bank in Singapore if the MAS has reason to believe that the bank is carrying on its business in a manner likely to be detrimental to the interests of its depositors and other creditors, has insufficient assets to cover its liabilities to the public or is contravening the provisions of the Banking Act.

On 2 July 2021, the MAS published the Consultation Paper on Proposed Amendments to MAS' Investigative and Other Powers under the Various Acts proposing amendments under the Financial Institutions (Miscellaneous Amendments) Bill to various pieces of legislation including the Banking Act. The proposals aim to enhance the MAS' evidence-gathering powers and to facilitate greater inter-agency coordination. Amongst the proposed amendments to the Banking Act include according the MAS the power to require any person to provide information for the purposes of investigation, requiring any person to appear for examination, allowing the MAS to enter premises without warrant and be able to transfer evidence between the MAS and other agencies.

On 14 February 2022, MAS introduced a new Financial Services and Markets Bill ("**FSM Bill**") in the Singapore Parliament as a new omnibus Act for the financial sector aimed at enhancing MAS' agility and effectiveness in addressing financial sector-wide risks. The FSM Bill will, amongst others, introduce a harmonised and expanded power for the MAS to issue prohibition orders against persons who are not fit and proper from engaging in financial activities regulated by the MAS or performing any key roles of functions in the financial industry that are prescribed, in order to protect a financial institution's customers, investors or the financial sector. This broadens the categories of persons who may be subject to prohibition

orders and will allow the MAS to apply a consistent sector-wide approach when taking enforcement action against misconduct. These powers will apply to persons working in banks once passed.

Directors and Executive Officers of Banks

A bank incorporated in Singapore must not permit a person who is subject to certain circumstances set out in Section 54(1) of the Banking Act (for example where the person is an undischarged bankrupt, whether in Singapore or elsewhere) to act as its executive officer or director without the prior written consent of the MAS. The MAS may also direct the removal of a director of a bank in Singapore which is incorporated in Singapore or executive officer of a bank in Singapore if the MAS is satisfied that the director or executive officer (as the case may be) is not a fit and proper person under Section 54(2) of the Banking Act – this has been aligned with the criteria for approving their appointment. Banks are required under Section 53A of the Banking Act to notify the MAS of any development that could affect the fitness and propriety of their key appointment holders. Similar provisions apply to financial holding companies by virtue of the MAS Act where the MAS may direct the removal of a director of a financial holding company which is established or incorporated in Singapore or executive officer a financial holding company on the basis of three grounds set out in Section 40(2) of the MAS Act, (one of which is where the MAS is satisfied that the executive officer or director wilfully contravened or wilfully caused the bank to contravene any provision of the MAS Act) where the MAS thinks that such removal is necessary in the public interest or for the protection of persons that the MAS has prescribed for the purposes of Section 40(2) of the MAS Act.

Financial Benchmarks

The SFA regulates financial benchmarks by:

- (a) setting out specific criminal and civil sanctions for manipulation of any financial benchmark (including SIBOR and Singapore Dollar Swap Offer Rate); and
- (b) subjecting the setting of key financial benchmarks to regulatory oversight. The MAS regulates administrators and submitters of key financial benchmarks and such persons subject to regulatory requirements. To the extent SIBOR or SOR are subject to additional MAS or industry regulations which adversely affect the volatility or level of such benchmarks, Floating Rate Covered Bonds calculated with reference to such benchmarks could be adversely affected.

Security of Digital Banking

The MAS and the Association of Banking in Singapore introduced a set of additional measures to bolster the security of digital banking following a spate of SMS-phishing scams targeting bank customers. Banks were expected to put in place more stringent measures related to digital security, including but not limited to the removal of clickable links in emails or SMSes sent to retail customers, notification to existing mobile number or email address registered with the bank whenever there is a request to change a customer's mobile number or email address and the setting up of dedicated and well-resourced customer assistance teams to deal with feedback on potential fraud cases on a priority basis. DBS Bank has implemented these additional measures.

On 4 February 2022, the MAS announced that they will be developing a framework for equitable share of losses arising from scams. Under the framework, financial institutions and customers will have responsibilities to be vigilant and to take precautions against scams. It is proposed that under the framework, the proportion of losses each party bears will depend on whether and how the party has fallen short of its responsibilities. The MAS has said that it expects financial institutions to treat their customers fairly and bear an appropriate proportion of losses arising from scams. The MAS aims to publish the framework for public consultation in the second quarter of 2022.

Supervision by Other Agencies

The DBS Bank Group's overseas operations are also supervised by the regulatory agencies in their respective jurisdictions – in particular, DBSHK is supervised by the Hong Kong Monetary Authority

("HKMA"), DBS Indonesia is supervised by the Financial Services Authority of Indonesia ("OJK"), DBS India is supervised by the Reserve Bank of India ("RBI"), DBS China is supervised by the China Banking and Insurance Regulatory Commission ("CBIRC"), DBS Taiwan is supervised by the Financial Supervisory Commission ("FSC") and DBS Bank, Australia branch is supervised by the Australian Prudential Regulation Authority ("APRA").

Apart from being supervised by the MAS, DBS Vickers Securities (Singapore) Pte Ltd, the Singapore stockbroking and futures trading arm of the DBS Bank Group, is also required to comply with various rules issued by the Singapore Exchange Securities Trading Limited, The Central Depository (Pte) Limited, the Singapore Exchange Derivatives Trading Limited and the Singapore Exchange Derivatives Clearing Limited.

RELATED PARTY TRANSACTIONS

The DBS Bank Group conducts banking transactions with a number of related parties. Related parties of the DBS Bank Group as defined under SFRS(I) include associated companies, joint venture companies, Directors and management personnel of the DBS Bank Group. Related party transactions include deposit taking, loans and credit card facilities. All of the related party transactions undertaken by the DBS Bank Group parties are made in the ordinary course of business and are carried out on arm's length terms. For a more detailed description, see the DBS Bank Group's most recent annual consolidated financial statements which are set forth beginning on page F-2 of this Offering Circular.

THE COVERED BOND GUARANTOR

Introduction

The Covered Bond Guarantor was incorporated in Singapore on 9 April 2015 as a private limited company (registration number 201509506G). The shares in the Covered Bond Guarantor are held by Intertrust (Singapore) Ltd. on trust for charitable, benevolent or philanthropic purposes. The principal place of business of the Covered Bond Guarantor is at 77 Robinson Road, #13-00 Robinson 77, Singapore 068896 (telephone number: +65 6500 6400). The Covered Bond Guarantor has no subsidiaries.

Directors

The following table sets out the directors of the Covered Bond Guarantor and their respective business addresses and occupations.

Name	Business Address
Chow Hong Luen Irwin	77 Robinson Road #13-00 Robinson 77 Singapore 068896
Tang Edmund Koon Kay	77 Robinson Road #13-00 Robinson 77 Singapore 068896

The secretary of the Covered Bond Guarantor is Tan Hui Ying.

No potential conflicts of interest exist between any duties owed to the Covered Bond Guarantor by the Directors listed above, and their private interests or other duties.

Principal Activities

The Covered Bond Guarantor has been established as a special purpose vehicle and its principal activities are set out in the Establishment Deed and include, *inter alia*, the business of acquiring the Loans and their Related Security (and any related Top-up Loans) from the Seller pursuant to the terms of the Mortgage Sale Agreement, acquiring the beneficial interest in the Trust Assets pursuant to the terms of the Declaration of Assets Trust, making Additional Contributions from time to time in accordance with the provisions of the Declaration of Assets Trust and to guarantee certain payments in respect of the Covered Bonds. The Covered Bond Guarantor will hold the Portfolio and the other Charged Property in accordance with the terms of the Transaction Documents.

Since its incorporation, the Covered Bond Guarantor has not engaged in any material activities other than those incidental to the matters contemplated in this Offering Circular, the authorisation of the Transaction Documents (including the Covered Bond Guarantee) referred to in this Offering Circular in connection with the issue of the Covered Bonds and other matters which are incidental or ancillary to those activities. The Covered Bond Guarantor has no employees.

Auditors

The independent auditor of the Covered Bond Guarantor is PricewaterhouseCoopers LLP whose office is located at 7 Straits View, Marina One, East Tower, Level 12, Singapore 018936.

The Covered Bond Guarantor's Accounting Reference Date is 31 December of each year. The Covered Bond Guarantor produced its first audited financial statements for the financial period from 9 April 2015 to 31 December 2015.

MACROECONOMIC CONDITIONS AND HOUSING MARKET IN SINGAPORE

The following is a brief summary of the macroeconomic conditions and the housing market of Singapore derived from publicly available information. While the Issuer is not aware of any misstatements in the information relied on in the preparation of this summary, this summary is not and does not purport to be a complete representation of the macroeconomic conditions and housing market of Singapore. The information (which includes estimates and projections) is also subject to change based on various factors, including those discussed under the section headed "Risk Factors" in this Offering Circular.

Singapore Macroeconomic Conditions

	2013	2014	2015	2016	2017	2018	2019	2020	2021
					(%)				
Real GDP growth ⁽¹⁾	4.8	3.9	2.9	3.0	3.7	3.1	1.35	4.1	7.6
Consumer price index growth ⁽²⁾	2.4	1.0	(0.5)	(0.5)	(0.6)	0.4	0.8	0.0	4.0
Unemployment rate ⁽³⁾ ...	1.9	2.0	1.9	2.1	2.2	2.1	2.3	3.3	2.4

Source: Department of Statistics Singapore, Ministry of Manpower Singapore

Notes:

- (1) Annual GDP at 2015 market prices, expressed as a percentage change from the previous year.
- (2) Expressed as a percentage change from the previous year.
- (3) Refers to the unemployed as a percentage of the labour force.

GDP growth

In February, the Ministry of Trade and Industry announced that Singapore's economy grew by 7.6% in 2021, rebounding from the 4.1% contraction in 2020. The manufacturing sector rose by 13.2% in 2021, driven primarily by the electronics, transport engineering and precision engineering clusters. The services producing industries grew by 5.6%, posting a broad-based rebound from 2020's pandemic shock. The construction sector expanded by 20.1%, supported by both public and private construction works.

Inflation

In 2020, consumer prices in Singapore rose to 4.0%, up from a 0.0% increase in the previous year. MAS Core Inflation which excludes "accommodation" and "private road transport" for 2020 was estimated at 2.1%, up from -0.3% a year ago.

Unemployment

The unemployment rate in Singapore fell to 2.4% in 2021, from 2020's 3.3%.

Monetary policy

Singapore has an exchange rate-centred monetary policy, under which the Singapore dollar is managed against a basket of currencies of Singapore's major trading partners and competitors under a managed float regime. The MAS tightened monetary in October 2021 and January 2022 as amidst inflationary pressure.

Singapore Private Residential Property Market

The following is a summary of the private segment of residential properties and their buyers in Singapore.

Housing stock

The overall residential housing stock in Singapore is skewed towards public housing, with more than 78% in public flats. As of 2021, according to Singapore statistics, there are an estimated 1.39 million units of housing in Singapore, of which 1.09 million units are public flats built by the Singapore Housing Development Board (“**HDB**”) and almost 0.3 million units are private residential properties.¹

Private residential property prices²

According to statistics from the Urban Development Authority (“**URA**”), private residential property prices, measured by the property price index (PPI), in 2021, was up by 10.6% in 2021, compared to the 2.2% increase in 2020. The strong rise in prices is noteworthy, unfazed by the economic downturn brought about by the COVID-19 pandemic. Homes in the Rest of Central Region (“**RCR**”) saw the highest jump in prices by 16.3% in 2021, followed by homes in the Outside of Central Region (“**OCR**”) of 8.8%, followed by Core Central Region, which increased by 3.8% in 2021. According to data from URA, we estimate that most buyers in the primary sales market are Singaporeans or HDB upgraders, suggesting the strong pent-up aspirational demand to upgrade to a private property. Key observations in 2021 include increasing transactions for bigger sized homes as more companies move to adopt work-from-home (“**WFH**”) or flexible working arrangements, implying that most homeowners are likely to spend more time at home, resulting in higher demand for bigger space.

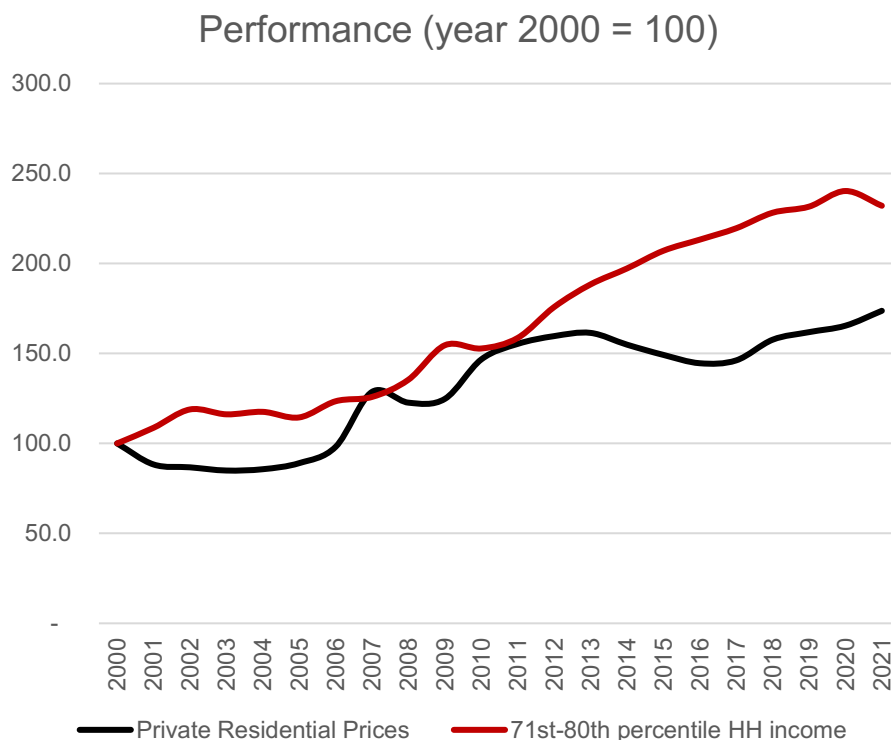
The strong buying activity drove overall transaction volumes to 32,989 units, which is circa 59% year-on-year increase. The improvement is seen in the primary sales which rose circa 30% year on year to 13,027 units while volumes in the resale market rose 86% year on year to 19,962 units. The strong sales in the property market have brought overall unsold inventory to close to circa 14,000 units as of the fourth quarter of 2021, representing an absorption rate of less than 2 years, based on DBS Group Research estimates.

With feverish buyer sentiment in the property market, the government introduced a series of cooling measures in the middle of December 2021, with an aim to prevent the property market from overheating, which will have a bearing on the property market performance in 2022. These measures include (i) reduction in total debt servicing ratio (“**TDSR**”) from 60% to 55% of one’s monthly income, (ii) hikes in additional buyer stamp duty (“**ABSD**”) rates for investors, (iii) reduction in loan-to-value for HDB mortgages and (iv) ramping up supply in the HDB and private market in year 2022 government land sales program. In addition, the government also hiked up property taxes for most owners of high-value homes and investors. We view that these measures, which are aimed at increasing the cost of ownership for properties in Singapore and at the same time, prevent households from over-leveraging as mortgage rates remain on the rise in 2022 will drive a moderation in transaction velocity and taper expectations of price increases in 2022.

The below chart uses the household income of the 71st to 80th percentile of the resident population as a rough representation of the income of the marginal buyers of private property. Using the median household income would show a similar, though less, marked outcome.

¹ Yearbook of statistics 2021

² Urban Redevelopment Authority (URA), real estate statistics for 4th Quarter 2020



Financial situation of households¹

According to the MAS, in its financial stability review released in December 2021, Singapore household balance sheets have been relatively resilient throughout the COVID-19 pandemic, despite the sharp fall in employment and wages income last year, owing to support from the government, MAS and the financial industry and accommodative financing conditions which have kept the household credit risk profile stable.

Leverage risk has effectively risen compared to pre-COVID levels as household sector debt increased as household debt grew by 6.8% over the past year. Higher household leverage was driven by growth of new housing loans underpinned by the robust residential property market in the past year. Maturity risk has increased over the past year. On an aggregate basis, Singapore's household balance sheets have remained resilient. Aggregate net wealth increased from 4.6 times of GDP from Q3 2020 to Q3 2021 as household net wealth increase on the back of higher value of financial and property assets, which offset the growth in liabilities. Liquid assets such as cash and deposits continue to exceed total household liabilities, providing households with a significant financial buffer against income shocks.

Household debt-to-GDP ratio has rose since the onset of COVID-19, reversing its pre-COVID decline, driven by increase in household debt. Since Circuit Breaker in Q2 2020, household debt-to-GDP ratio increased from 63.1% in Q1 2020 to 72% in Q1 2021. While this has eased to 70% in Q3 2021, this is 3 percentage points higher than pre-COVID levels of Q4 2019, as household debt rose by 3.7% while nominal GDP falling by 0.6% over the same period.

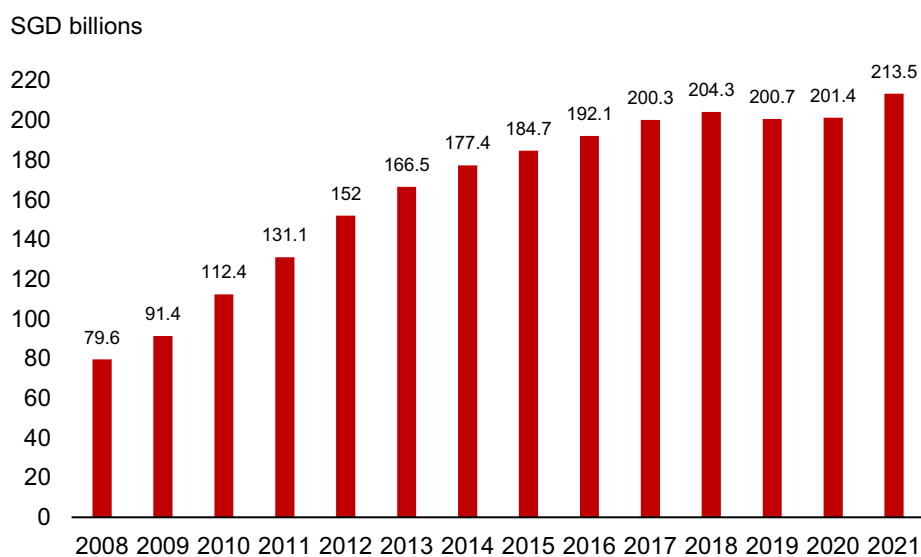
The residential mortgage market in Singapore¹

Bank mortgage lending activities was robust in 2021. Mortgage loans by banks stood at SGD 213 billion at the end of December 2021, 6.0% higher than the outstanding mortgage loans as at the end of 2020. These loans are secured by either mortgages over HDB flats or private residential properties, the latter of which form the majority. Separately, HDB provides concessionary mortgage financing directly to qualifying

¹ MAS Financial Stability Review, Dec 2020

buyers of its HDB flats who meet certain eligibility criteria, which according to HDB in its annual report ended 31 March 2021, amounted to approximately SGD 38 billion.

Mortgage Loans by Singapore banks (SGD billions)



Source: MAS, DBS Bank

The growth in housing loans since end-2019 (2.4 percentage points increase) has been underpinned by the robust residential property market despite the pandemic. Outstanding housing loans grew in tandem with rising property prices and higher transactions despite the pandemic in the past year. Housing loans accounted for about 15% of total non-bank loans in December 2021, largely stable from a year ago. The asset quality of housing loans continues to remain sound, with average loan-to-value (“LTV”) of outstanding housing loans easing further from about 53.5% in 2017 to 45.7% in Q3 2021. MAS and financial institutions in Singapore introduced measures in March 2020 to support individuals facing financial difficulties, including allowing for deferred repayment for residential property loans. These measures limited the extent of job losses, with credit quality of housing loans improved over the past year. Housing NPL ratios is broadly in-line with its 10-year historical average of 0.38% as of Q3 2021.

Cash-out Loans

A borrower has the option to apply for cash-out loans that are secured against a fully paid-up private residential property or against the existing mortgage that was granted to secure a housing loan in respect of private residential properties, provided the additional loans are within applicable LTV and TDSR guidelines.

REGULATION/LEGAL ASPECTS OF THE SINGAPORE RESIDENTIAL MORTGAGE MARKET

Regulation Aspects of the Singapore Residential Mortgage Market

Residential property loans are loans in respect of property in Singapore which is permitted under the Planning Act 1998 of Singapore for use solely or partly for residential purposes, including a HDB flat, or in accordance with its zoning in the Urban Redevelopment Authority Master Plan is permissible for use solely or partly for residential property (“**Residential Property**”). Residential Property loans issued by banks in Singapore are subject to regulation under the Banking Act, the Banking Regulations, and notices, circulars and guidelines issued by the MAS thereunder. In particular, Residential Property loans are subject to MAS Notice 632. MAS Notice 632 sets out criteria in respect of any credit facility for the purchase of Residential Property or any credit facility otherwise secured by Residential Property extended to a borrower or, in the case where the borrower is a vehicle set up for the purchase of Residential Property, the vehicle, and any credit facility otherwise secured by Residential Property extended to a borrower who is an individual or, in the case where the borrower is a vehicle set up for the purchase of Residential Property in Singapore, the vehicle. MAS Notice 632 prescribes, amongst other things, LTV ratios applicable to Residential Property loans, the proportion of the borrower’s minimum cash contribution towards the purchase of the Residential Property and prohibits interest-only loans and interest absorption schemes. Below is a summary of some of the more significant requirements of MAS Notice 632.

In addition, the MAS introduced a Total Debt Servicing Ratio (“**TDSR**”) framework in June 2013 for all property loans granted by banks to individuals (including sole proprietorships and vehicles set up for the purchase of property) pursuant to MAS Notice 645 on Computation of Total Debt Servicing Ratio for Property Loans and the Guidelines thereto. The TDSR framework requires banks to take into consideration borrowers’ other outstanding debt obligations when granting property loans. Banks are required to compute the TDSR, or the percentage of monthly total debt obligations to gross monthly income, on a consistent basis. On 16 December 2021, the MAS revised the TDSR threshold of 60% to 55% for all housing loans granted on or after the said date, which means, the individual’s monthly total debt obligations must not exceed 55% of his gross monthly income. Property loans in excess of the TDSR threshold of 55% should only be granted on an exceptional basis and banks should clearly document the basis for such loans. The revised threshold of 55% will also apply to new mortgage equity withdrawal loan (MWL) applications made on or after 16 December 2021 unless the LTV of the MWL when aggregated with any other loans secured on the same property, does not exceed 50%. In addition, processes should be in place to subject exceptional cases to enhanced credit evaluation and reporting to the MAS. From 11 March 2017, the TDSR framework was disapplied to credit facilities secured by property where the aggregate of the amount to be granted under the credit facility and the balance outstanding under any other credit facility or refinancing facility granted by any person for the purchase of that property or otherwise secured by that property does not exceed 50% of the current market valuation of the property. This latest disapplication does not apply to credit facilities and refinancing facilities for the purchase of property.

The MAS has also capped the mortgage servicing ratio for housing loans granted by banks for the purchase of HDB flats and executive condominium units where the minimum occupancy period of the executive condominium has not expired at 30% of a borrower’s gross monthly income. The TDSR framework was also fine-tuned from 1 September 2016 to allow borrowers more flexibility in managing their debt obligations.

Loan-to-value ratios and borrower’s contribution

MAS Notice 632 sets out the maximum LTV ratios and the Minimum Cash Amount in respect of Residential Property loans. These figures vary depending on a number of factors, which include the date on which the option to purchase the Residential Property was granted (or the date of the sale and purchase agreement), whether the borrower is an individual and whether he or she has any other outstanding credit facility for

the purchase of another Residential Property, as well as the tenure of the credit facility. MAS Notice 632 provides that banks may not grant:

- (a) credit facilities for the purchase of Residential Property to a borrower (individual or non-individual) or, in the case where the borrower is a vehicle set up for the purchase of Residential Property, the vehicle; and
- (b) credit facilities otherwise secured by Residential Property to a borrower who is an individual or, in the case where the borrower is a vehicle set up for the purchase of Residential Property, the vehicle,

where the aggregate of (i) the amount granted under the credit facility, (ii) the balance outstanding under any other credit facility granted by any MAS-regulated financial institution or moneylender in respect of that Residential Property or secured by that Residential Property and (iii) the balance outstanding under any loan granted by the vendor to the borrower for the purchase of that Residential Property exceeds the “Relevant Amount” as defined in MAS Notice 632 (which is derived from a formula which takes into account, amongst other things, the adjusted purchase price or current market valuation of the property, the LTV ratio and/or the Minimum Cash Amount).

Restrictions on tenure

Generally, MAS Notice 632 also prohibits banks from granting any credit facility for the purchase of Residential Property, any credit facility secured by Residential Property or any refinancing facility for a credit facility otherwise secured by Residential Property, where the tenure of the relevant credit facility exceeds 35 years.

There are also restrictions on the tenure of refinancing facilities for the purchase of Residential Property.

Prohibition on interest-only loans and interest absorption schemes

Further, banks in Singapore are also prohibited from:

- (a) granting any credit facility for the purchase of Residential Property, or a refinancing facility (subject to certain exceptions), on terms where only the interest under the credit facility is payable and none of the principal amount is repayable for a certain period during the term of the facility;
- (b) granting any credit facility for the purchase of Residential Property where the vendor of the Residential Property, its agent, nominee or any other party by arrangement with the vendor has, under an interest absorption scheme, agreed to pay any of the interest which is payable in respect of the credit facility; and
- (c) entering into any agreement or arrangement with a vendor for the purposes of giving effect to an interest absorption scheme.

Borrower to be Mortgagor

There are also restrictions in MAS Notice 632 on granting credit facilities (including refinancing facilities) for the purchase of Residential Property where the borrower is not the mortgagor, either by himself or jointly, of the Residential Property.

Legal Aspects of the Singapore Residential Mortgage Market

The following discussion is a summary of the material legal aspects of the Singaporean residential mortgage market and is not an exhaustive analysis of the relevant law.

Singapore Land Registration System

In Singapore, most of the lands are governed by the Torrens title system, and administered in accordance with the Land Titles Act, and, in the case of land which has been strata subdivided, the Land Titles (Strata) Act (together with the Land Titles Act, the “**Land Related Acts**”).

One of the key features of the Land Titles Act is the principle of “title by registration”, which means that no instrument is effectual to pass any estate or interest in registered land until it is registered in accordance with the Land Titles Act. Further, under the said Act, interests appearing in the land register have priority only in accordance with their order of their registration or notification, without any regard to the dates of the instruments by which these interests were created.

The Singapore Land Authority, a statutory board under the Ministry of Law, is given the duty and power to administer the systems for the recording and registration of transactions relating to land in Singapore in accordance with the Land Related Acts. Presently, for private land, an electronic land register is maintained, and registration and public searches may be conducted electronically.

Torrens Title

The title to each type of interest or estate in a parcel of land (whether freehold or leasehold, and including any strata subdivided unit) is comprised in and represented by a specific folio created in the land register and each folio has a distinct reference allocated to it. The folio records, *inter alia*, the particulars of the land and the interest created, the name(s) of the registered owner(s) for the time being of that interest, and such other estates or interests that affect the land. The Registrar of Titles may, if he thinks fit, issue a certificate of title (“**CT**”) (in the case of landed property), a subsidiary strata certificate of title (“**SSCT**”) (in the case of a strata subdivided property), or a subsidiary certificate of title (“**SCT**”) (in the case of certain sublease interests), each bearing a serial number which shows clearly the distinctive reference allocated to the relevant folio. Where the CT, SCT or SSCT has been issued by the Land Titles Registry, a print-out of such title document will be delivered to the registered owner(s) or the registered mortgagee or chargee (as the case may be) in accordance with the Land Related Acts.

As part of the ongoing efforts to progress towards a fully electronic environment, the Singapore Land Authority is now working towards a paperless electronic title system, whereby the CT, SCT or SSCT (as the case may be) will not be printed by the Land Titles Registry after the registration of instruments, thereby dispensing with the need for print-outs of the relevant title documents to be safekept. Presently, the paperless title scheme is extended to all properties with mortgages granted to financial institutions licensed by the MAS, including DBS. Under the paperless title scheme, a prescribed online form of authorisation which has been digitally signed by an authorised officer of the mortgagee which is entitled to be in possession of the relevant title document is to be submitted electronically to the Land Titles Registry to authorise the registration of an instrument against the title of the relevant property (instead of producing the print out of the title document).

Only instruments or forms approved by the Registrar of Titles may be used to register any dealings affecting the registered land. Where the CT, SSCT or SCT has been issued, the relevant print-out of the title document (where such title document has been printed) or the prescribed authorisation form digitally signed by the relevant party (where such title document has not been printed) must be produced for the purpose of effecting the registration of any instrument lodged with the Land Titles Registry.

Under this Torrens registration system, the State guarantees the title to the registered land and an assurance fund is maintained pursuant to the Land Titles Act for the purposes of compensating any person who is deprived of land or sustains loss or damage through any omission, mistake or misfeasance of the Registrar of Titles or any member of his staff.

Strata Title

A building can be subdivided into different lots of delineated parcels of airspace and such parcels may be dealt with individually. For such strata subdivided airspaces or units, the Singapore Land Authority maintains a separate subsidiary strata land-register in accordance with the Land Titles (Strata) Act and the provisions of the Land Titles Act are applicable in all respects (unless they are inconsistent) to such land and strata subdivided airspaces or units. A folio is created in the land-register for the land pursuant to the

Land Titles Act and a separate folio is created in the subsidiary strata land-register pursuant to the Land Titles (Strata) Act in respect of the interest created for each strata subdivided airspace or unit.

For those parts of the land and the building which are outside the strata subdivided airspaces or units, such as the open space, lifts, lobbies, corridors, carparks and stairways, these are considered “common property” under the Land Titles (Strata) Act and are held by the owners for the time being of all the strata subdivided airspaces or units as tenants in common. Each owner is assigned a certain share value and the share value in turn determines, *inter alia*, the proportionate share of the common property owned by such owner.

The interest of the owner in the relevant strata subdivided airspace or unit and his share in the “common property” in accordance with the allotted share value are recorded in the relevant folio.

Under the Land Titles (Strata) Act, the owners of all the strata subdivided airspaces or units registered from time to time constitute the management corporation for that estate. The management corporation has the duty and power under the Building Maintenance and Strata Management Act to control, manage and administer the common property for the benefit of all owners.

Under the Building Maintenance and Strata Management Act, a management fund and a sinking fund are to be established and maintained by the management corporation, and the contributions by owners of the strata subdivided airspaces or units towards these funds are to be determined at general meetings of the management corporation from time to time. The management fund is generally for the purpose of discharging liabilities relating to the regular maintenance and upkeep of the common property and the sinking fund is generally for the purpose of meeting actual and future capital expenditures such as painting of the external façade of the buildings, major repairs and improvements of common property and boundary walls. Generally, the management corporation may levy such contributions by serving notices to the owners, and the contributions in respect of each unit must be in shares proportional to the share value of that unit. The foregoing general position is subject to certain exceptions set out in Section 41 of the Building Maintenance and Strata Management Act. If a mortgagee is in possession of the strata subdivided airspace or unit, the mortgagee is jointly and severally liable with the owner for such contributions.

Generally, the management corporation has the right to sue an owner or a mortgagee in possession for any unpaid contributions or levies. Under the Building Maintenance and Strata Management Act, if any contribution remains unpaid for a period of 30 days after the management corporation has served a written demand for the amount, the management corporation may also lodge an instrument of charge against the unit and the outstanding amount (including interest, if any) constitutes a charge on the unit. Upon registration of such a charge, the management corporation has the power to sell the strata subdivided airspace or unit as if such management corporation is a registered mortgagee, to recover such outstanding contributions. Further, it is provided in the Building Maintenance and Strata Management Act that such charge in favour of the management corporation cannot be over-reached by the exercise of the power of sale by a prior registered mortgagee or chargee of that unit.

Once the whole amount or contribution due (including interest thereon) and any necessary or incidental charges (including legal costs) are paid to the management corporation, the owner of such unit shall be entitled to an instrument of discharge executed and acknowledged by the management corporation as to the receipt of such payment. Upon registration of the instrument of charge, the unit shall be freed from the charge constituted under the Building Maintenance and Strata Management Act.

State Lands Act

Title to private residential properties in Singapore may be freehold or leasehold. Freehold interests may be in the form of an estate in fee simple or an estate in perpetuity, the latter being an interest granted by the State under the State Lands Act. As for leasehold interests, these may be comprised, *inter alia*, in a private lease or a State lease granted by the government pursuant to the State Lands Act.

A grant or lease pursuant to the State Lands Act must be in form prescribed under the State Lands Act and signed by the Collector of Land Revenue, setting out the terms of such grant or lease, including the rent payable, if any. For a grant issued under the State Lands Act, certain covenants are implied by virtue of the said Act to be included in the grant (unless there is an express provision to the contrary) and one of these covenants is that the relevant land may not be assigned or demised "in parcels or otherwise than the entirety thereof except in the case of a lease for a term not exceeding 7 years". Further, such grant or lease is subject to certain agreements and conditions stipulated in the State Lands Act (unless there is an express provision to the contrary), for example, the right of the officers of the government and their workmen to have free access to the land for laying of drains, sewers, water pipes, electric and telecommunication wires and the right of the State to re-enter the land upon the breach of covenants by the owner.

Land Acquisition Act

All land in Singapore may be acquired by the State under the Land Acquisition Act. Generally, a public purpose or a certain specified purpose, such as the building of transportation, infrastructure or public housing, must be present before the State may exercise its rights of compulsory acquisition in respect of such land. The declaration for the acquisition of land for such purpose is usually published by way of notification in the Government Gazette and such notification is conclusive evidence that the land is needed for the purpose specified in the notification.

Upon the publication of the notification, the Collector of Land Revenue will be directed to take proceedings for the acquisition of land. A notice will be published in the daily local newspapers circulating in Singapore stating, *inter alia*, that the State intends to acquire the land and that claims to compensation for all interests in the land may be made to the Collector of Land Revenue. Notices will also be served on every person known or believed to be interested in the land or any person known or believed to be entitled to act for a person so interested, to inform them of the same.

Thereafter, the Collector of Land Revenue shall proceed to inquire into any objections and as soon as possible after the conclusion of the inquiry make an award of the area of the land to be acquired, the compensation which in his opinion should be allowed for the land and the apportionment of compensation among all persons known or believed to be interested in the land. Presently, compensation will be based on the market value of the land to be acquired under the Land Acquisition Act.

After the award has been made, the Collector of Land Revenue may take possession of the land by serving a copy of the appropriate notice of taking possession on every person interested in the land or any person known or believed to be entitled to act for a person so interested.

Mortgages over Registered Land

Registered land may be mortgaged to secure payment of a debt. Typically, there are two parties to a mortgage. The first is the mortgagor, who is the property owner who grants the mortgage. The mortgagor may also be the borrower. Where the mortgagor is not the borrower, the borrower will be joined as a party to the mortgage. The second party is the mortgagee, who is the lender or security trustee of a lender. Generally, for private residential property, a housing loan is granted on the basis that it be secured by a mortgage, which mortgage has a first ranking priority over all other mortgages or charges granted by the mortgagor and over all unsecured creditors of the borrower, except for the statutory charges created in favour of the CPF Board and certain other statutory rights which are granted priority, for example a claim against the owner of a mortgaged property for property tax, etc.

For the mortgages over a property to be enforceable and conferred the requisite priority, such mortgage must be granted by way of an approved form of instrument of mortgage and registered with the Land Titles Registry. Where the CT, SCT or SSCT has been issued, the print-out of the title document of the relevant interest in the property must be produced to the Land Titles Registry for registration of such mortgage. Upon registration, a statement on the registration of the mortgage will be recorded on the folio and a new

edition of the CT, SCT or SSCT (as the case may be) with the relevant memorial of registration of the mortgage will be issued. A print-out of that new edition title document will be delivered to the mortgagee of a first ranking mortgage, unless such first ranking mortgagee agrees to some other arrangement. Under the paperless electronic title system, a prescribed online form of authorisation will have to be completed and submitted electronically by the holder of the title document to the Land Titles Registry (instead of producing the physical print-out of the title document) for registration of the mortgage. Upon registration, instead of a print-out of that new edition title document being issued, the Land Titles Registry will issue a land register search print-out which will show, *inter alia*, the relevant memorial of registration of the mortgage.

Under the Land Titles Act, a registered mortgage has effect as a security only and does not operate as a transfer of the title to the mortgaged land. The mortgagor remains the legal owner of the relevant estate or interest in the relevant mortgaged land. The mortgagee is given certain rights and powers under the Land Titles Act, such as (1) to effect the transfer of title to the mortgaged land by the mortgagee in exercising the power of sale, (2) the right to enter into possession of the mortgaged land after one month's written notice is given and (3) the right to foreclose the relevant mortgaged land. Except for the right of foreclosure, the rights in (1) and (2) are generally exercisable without the assistance of the court.

When the secured obligations under the mortgage are fulfilled, the mortgagor is entitled to obtain from the mortgagee an instrument of discharge of mortgage in the approved form prescribed by the Land Titles Act. Once the discharge instrument is registered, the land which is the subject of the mortgage will be freed from the mortgage and from all rights and powers of the mortgagee, either absolutely or to any lesser extent as expressed in the discharge.

Transfer of Registered Mortgages

A mortgagee of a registered mortgage may effect the transfer of its interest in the mortgage by registering an instrument of transfer of mortgage in the approved form with the Land Titles Registry. The particulars required for such instrument include the registration number of the relevant registered mortgage, the distinctive reference number of the CT, SSCT or SCT (as the case may be), and the particulars of the mortgaged land.

Once the instrument is registered with the Land Titles Registry, the transferee will be entitled to all of the mortgagee's rights, powers and remedies (both express or implied) in the mortgage. However, as a mortgagor is not bound under the Land Titles Act to account to the transferee if, *inter alia*, the mortgagor is not notified in writing of such transfer, it would be necessary for the transferee to ensure that appropriate written notice is given to the mortgagor as soon as possible.

Mortgagee's Power of Sale

When a registered mortgagee exercises its power to sell mortgaged land, the Land Titles Act specifically permits the Registrar of Titles to register any transfer of title to the mortgaged land by the registered mortgagee without having to inquire whether default has occurred, whether notice has been given or whether the power was otherwise properly or regularly exercised. Upon registration of such a transfer, it is expressly provided in the Land Titles Act that the interest of the mortgagor will pass to and vest in the transferee freed and discharged from all liability on account, *inter alia*, of that mortgage or any other interest registered or notified subsequent to the mortgage and which is not binding on the mortgagee.

Upon sale of the mortgaged land, the monies received by a mortgagee must first be applied towards discharge of all prior interests and encumbrances to which the sale is not made subject (if any) and all other statutory liabilities. Under the Land Titles Act, the mortgagee is required to apply the balance of such proceeds, firstly towards payment of all costs and expenses properly incurred as incidental to the sale or any attempted sale of the mortgaged land, secondly towards discharge of the mortgage money, interest and costs and other money and liability (if any) secured by the mortgage, thirdly towards payment of

subsequent mortgages and charges (if any) in the order of their priority, and the residue to be paid to the person appearing on the land-register to be entitled to the mortgaged land.

Residential Property Act

In Singapore, non-Singapore citizens, companies, limited liability partnerships and societies ("**Foreign Persons**") and each a "**Foreign Person**") are prohibited under the Residential Property Act 1976 of Singapore to purchase or acquire (whether by creation of a trust, by gift *inter vivos* or otherwise, or for consideration) certain types of residential properties or any interest therein without the prior approval of the Minister of Law, except by way of a mortgage or charge, and such dealings in contravention of the Residential Property Act shall be null and void. Under the Residential Property Act, a "Singapore company" means, *inter alia*, a Singapore-incorporated company where all its directors and members are Singapore citizens, and where any of its members is a company or limited liability partnership, such members must be a Singapore company or a Singapore limited liability partnership, and so must each of its direct and indirect holding entities.

These restricted residential properties include vacant residential land, landed property such as detached houses, semi-detached houses, terrace houses and landed dwelling houses within strata developments which development is not approved by the relevant competent authority as a "condominium".

Therefore, in respect of mortgaged land which is a restricted residential property under the Residential Property Act, a mortgagee when exercising its power of sale will similarly be prohibited from selling and transferring such mortgaged land to a Foreign Person unless the approval of the Minister of Law is obtained. Further, in the event the estate or interest in the mortgaged land (other than security interest) is vested in the mortgagee who is a non-Singapore company or entity (whether pursuant to an order of foreclosure or otherwise), the mortgagee must sell the restricted mortgaged land within a period of three years of the date of the order of foreclosure or of the date of the vesting of such interest in the mortgagee (unless an extension of time is granted by the Minister of Law), failing which the Minister of Law may issue a notice of attachment and sell the mortgagee's estate or interest in that restricted mortgaged land.

CPF Board

In Singapore, the CPF was established in 1955 pursuant to the CPF Act, primarily as a compulsory comprehensive savings plan for working Singapore citizens and permanent residents to fund their retirement, healthcare and housing needs. The CPF is administered by the CPF Board, a statutory board established under the CPF Act. All working Singapore citizens and permanent residents ("**CPF members**") and each a "**CPF member**") and their employers are required to contribute varying percentages of their monthly wages to the fund. Each monthly contribution will be credited into the three accounts of that employee, namely the ordinary account, the special account and the medisave account. The savings in each of the accounts earn interest at different rates guaranteed by the Singapore government.

Subject to certain terms and conditions, under the present approved schemes, a CPF member may apply to use monies standing to his credit in the CPF ordinary account (or in certain cases the CPF special account), *inter alia*, to buy a private residential property or to repay (whether on a monthly basis or otherwise) the housing loan taken up for the acquisition of such private residential property and/or (where applicable and approved by the CPF Board) the loan taken up to finance the costs of construction of a new dwelling house on the property. On withdrawal of such monies, a charge over the private residential property is automatically created under the CPF Act to secure the repayment of the withdrawn CPF Funds together with interest that would have accrued if the withdrawal had not been made. For private residential property, the CPF Board requires a charge instrument to be registered against the title of the property before the registration of any mortgage, or, in the case of a mortgage which is already registered, such mortgage interest to be postponed after the charge in favour of CPF Board. On registration of such a charge, the CPF Board will have the power of sale and all other powers relating or incidental thereto as if it is a registered mortgagee.

Under the present regime, for a residential property bought on or after 1 September 2002 or where a contract or agreement for housing loan is signed with the mortgagee on or after 1 September 2002, when the property is sold (whether by the exercise of power of sale by the mortgagee or the CPF Board), or when the property is compulsorily acquired by the State, the proceeds (after deducting all costs and expenses incurred directly in connection with the sale of the property or in connection with the proceedings relating to the compulsory acquisition) are to be applied to repay the mortgagee (which in the case of the CPF Loans (as defined below in the section “*The Loans and the Portfolio — CPF Loans and Non-CPF Loans*”) is the Seller or the transferee of the relevant Mortgage, as the case may be) and the CPF Board in the following order of priority:

- (i) first, in payment to the mortgagee of an amount equivalent to the balance of the housing loan outstanding and remaining unpaid as at the date the borrower or mortgagor defaulted in the repayment of the housing loan or as at the date of publication of the gazette notification relating to such compulsory acquisition (as the case may be and whichever is earlier) together with the interest on the housing loan calculated on a day to day basis up to and remaining unpaid as at the date of such default or the date of such publication (as the case may be and whichever is earlier);
- (ii) second, in payment to the CPF Board of an amount equivalent to the aggregate of:
 - (a) the monies withdrawn from time to time up to 100% of the value of the property at the time of the agreement for purchase of the property by the mortgagor; and
 - (b) the monies withdrawn from time to time to pay the fees (including valuation and survey fees), stamp duties, charges and legal costs in connection, *inter alia*, with the purchase of the property, the CPF Board’s charge and the mortgage in favour of the mortgagee;
- (iii) third, in payment, *pro rata* and *pari passu*, to:
 - (a) the CPF Board of an amount equivalent to the aggregate of
 - (A) the monies withdrawn from time to time in excess of amount paid or payable under paragraph (ii) above; and
 - (B) the interest on the total amount of monies withdrawn that would have been payable if the withdrawal had not been made; and
 - (b) the mortgagee of the balance amount of interest on the housing loan still owing under the mortgage after taking into consideration the interest payments made under paragraph (i) above;
- (iv) fourth, in payment, *pro rata* and *pari passu*, to:
 - (a) the CPF Board towards satisfaction of all costs and expenses and other monies which the CPF Board is entitled to receive under the CPF Board’s charge; and
 - (b) the mortgagee of all costs and expenses which the mortgagee is entitled to receive under the mortgage; and
- (v) fifth, in payment to the mortgagee of all other monies owing and payable to the mortgagee under the mortgage, including such principal sums, interests and fees in connection with other credit or banking facilities granted by the mortgagee and which are not payable to the mortgagee under the paragraphs above.

For the avoidance of doubt, the amount equivalent to the True Balance of a CPF Loan (together with interest on the CPF Loan calculated on a day to day basis up to and remaining unpaid as at the date of the Borrower’s or the Mortgagor’s default in the repayment of the CPF Loan, or as at the date of publication of the relevant gazette notification relating to compulsory acquisition of the relevant Property) due to the

Covered Bond Guarantor ranks in priority to payments to the CPF Board (as described in paragraphs (i) and (ii) above). Any interest accrued on that CPF Loan on and from the date of default by the Borrower and/or the Mortgagor and certain non-sale related costs and expenses (such as insurance premiums payable in respect of the property) which the Covered Bond Guarantor is entitled to receive under the Mortgage will only be paid to the Covered Bond Guarantor after the refund of the withdrawn CPF Funds is made to the Mortgagor's CPF account(s). See also the section titled "*Risk Factors — Risks Relating to the Covered Bonds — The CPF Board and other creditors/third parties may have a statutory preference in priority to the Mortgage*".

The withdrawal of CPF Funds is subject to certain terms and conditions of the CPF Board and these include the following:

- (i) the instrument to notify the CPF Board's charge must be registered before the registration of any mortgage in favour of the financier;
- (ii) if a default by the borrower or the mortgagor occurs for a continuous period of more than seven days, the mortgagee must notify the CPF Board by registered post of such default within three months and seven days from the occurrence of such default;
- (iii) the mortgagee must not exercise its power of sale without the prior written consent of the CPF Board (such consent not to be unreasonably withheld);
- (iv) the mortgagee must not create any sub-mortgage or effect a transfer or assignment of the mortgage or make any application to Court for a foreclosure order without the prior written consent of the CPF Board;
- (v) the mortgagee shall ensure that every sub-mortgagee or transferee or assignee of the mortgagee has notice of the various requirements and agrees with the CPF Board to observe and comply with and be bound by such terms; and
- (vi) the mortgagee is entitled to have possession of the documents of title relating to the mortgaged property and is obliged to produce the same when required by the CPF Board.

Under the current policy of the CPF Board, if the property is sold at or above the fair market value and the proceeds are insufficient to (1) repay the outstanding housing loan together with interest calculated up to the date of default under the mortgage (or, if there is no such default, the date of disposal of the property) owing to the mortgagee and (2) refund such sums withdrawn from the mortgagor's CPF account(s) for the acquisition or financing of the property, the CPF Board does not require any top up of such shortfall owing to the CPF Board.

Other Statutory Charges, Property Tax and Estate Duty

Other statutory charges may exist in respect of the private residential properties, and these statutory charges have priority over the registered mortgage.

Property Tax

In Singapore, a yearly property tax is payable by the owner of a private residential property (which includes a mortgagee in possession who is entitled to receive rent from the property) in advance in January each year (unless the tax authority permits extension of time or payment by instalments). The amount of such yearly property tax is calculated based on a rate specified by the tax authority yearly upon the annual value of such property as assessed by the tax authority. Under the Property Tax Act 1960 of Singapore (the "**Property Tax Act**") such property tax constitutes a first charge on the relevant property.

The tax authority has several remedies against the owner under the Property Tax Act for failure to pay such property tax, including the power to impose a penalty for non-payment of such tax and the right to sue for the recovery of the tax and the penalty levied. For recovery of arrears, the tax authority is entitled

to seize and sell by public auction any movable properties found on the property in respect of which the arrears are due. If the value of the movable properties as estimated by the tax authority is insufficient to realise the sum required to satisfy the arrears and costs, the tax authority may also sell by public auction the property in respect of which the arrears are due after having served or published notice of its intention to sell and after the expiration of three months from the date of such notice. Under the Property Tax Act, the title conferred on a purchaser acquiring the property from the tax authority is deemed to be free from all encumbrances and from all subordinate interests deriving from it, including the registered mortgage, unless expressly reserved by the Comptroller of Property Tax at the time of the sale.

If the property is sold, the arrears of property tax together with interest thereon at such rate as may be prescribed by the tax authority and the costs of recovery will be satisfied first. The tax authority will pay any surplus remaining thereafter to all such persons who have made claims on such surplus if the tax authority is satisfied as to the right of each such person.

However, the tax authority must desist from proceeding further with the sale of the property if a person who has interest in the property settles all arrears with interests and costs with the tax authority.

Estate Duty

Singapore abolished the levy of estate duty with effect from 15 February 2008, and the Estate Duty Act 1929 of Singapore (the "**Estate Duty Act**") will apply only in relation to persons who died before 15 February 2008.

Under the Estate Duty Act, estate duty is payable in respect of any property passing on the death of a person and such duty constitutes a first charge on the immovable properties of such deceased person. However, after the expiration of 12 years from the death of the deceased person, such immovable property will not be charged with such estate duty as against a purchaser for valuable consideration or a mortgagee.

The tax authority is empowered under the said Act to impose interest and penalty in respect of any outstanding estate duty and is entitled to recover the same under the Estate Duty Act. Upon full settlement of the estate duty, the tax authority must, when required by the person accounting for the estate duty, give a certificate confirming the full settlement of such duty, which certificate shall discharge the property from any further claim of estate duty.

DESCRIPTION OF THE SINGAPORE COVERED BOND REGIME

The issuance of covered bonds is subject to requirements prescribed by the MAS, as set out in MAS Notice 648, which was issued on 31 December 2013 and revised on 27 September 2021.

MAS Notice 648 prescribes various requirements relating to, among other things, pool assets, cover pool monitors and risk management processes. In this regard, banks have various initial and ongoing obligations under MAS Notice 648 and are responsible for ensuring they comply with them.

In particular, MAS Notice 648 includes requirements:

- (i) that the aggregate value of assets in cover pools for all covered bonds issued by a bank itself, through a special purpose vehicle (an “**SPV**”). Or both the bank and the SPV, and assets transferred to the SPV that are capable of being included in the cover pool but do not in fact form part of the cover pool shall not exceed 10% of the value of the total assets (subject to certain deductions) of that bank at all times;
- (ii) that the cover pool asset class may only include:
 - (a) residential mortgage loans;
 - (b) any other loans secured by the same residential property as the residential mortgage loans;
 - (c) assets, including intangible properties that form part of all the security provided for the residential mortgage loans (such as guarantees and indemnities);
 - (d) any interest held by the bank as trustee or replacement trustee for the SPV in relation to the residential mortgage loans or the assets referred to in (ii)(b) to (ii)(c);
 - (e) derivatives held for the purpose of hedging risks arising from the particular issuance of covered bonds;
 - (f) cash (including foreign currency);
 - (g) Singapore Government Securities (as defined in MAS Notice 648); and
 - (h) MAS Bills (as defined in MAS Notice 648).

The Notice also provides that the aggregate value of the cash (including foreign currency), Singapore Government Securities and MAS Bills in the cover pool cannot exceed 15% of the aggregate value of all the assets in the cover pool (subject to certain exceptions for example where such cash and securities are held in view of payment obligations due and payable within the next 12 months). A bank incorporated in Singapore is also required to use only its own assets, and not that of other entities in the banking group, to form the cover pool;

- (iii) on minimum overcollateralisation (the aggregate value of assets in a cover pool must be at least 103% of the outstanding nominal amount of the covered bonds secured by the assets at all times). The Notice specifies certain haircuts on valuation of residential mortgage loans included in the cover pool when calculating such overcollateralisation;
- (iv) on the bank to conduct valuations on the residential properties used to secure the loans, on an annualised basis at the minimum;
- (v) on the bank to put in place adequate risk management processes and internal controls to manage the risks arising from the issuance of covered bonds. This includes:
 - (a) having in place appropriate governance arrangements (such as identifying the approval authority within the bank (or the SPV, where the bank uses an SPV to issue covered bonds) with respect to the covered bond programme), performing regular (and in any case, annually)

asset coverage tests to ensure collateral quality and the proper level of overcollateralisation, conducting regular stress tests on risks arising from issuing covered bonds such as default, pre-payment, currency, interest rate, counterparty and liquidity risks. The bank or SPV is required to ensure that its board and senior management or trustee, as the case may be, are responsible for conducting due diligence in assessing the risks associated with issuing covered bonds and ensuring that risk management processes that are put in place for covered bonds are adhered to. The bank or the SPV is required to disclose to the covered bondholders results of the asset coverage tests performed and cover pool characteristics on a regular basis (and in any event, quarterly); and

- (b) appointing a cover pool monitor (being a qualified external auditor) for the programme to, among other things, verify annually that the bank or the SPV has complied with the requirements on the composition of the assets in the cover pool and keeps an accurate register of the assets in the cover pool, assess the adequacy of the bank's or the SPV's risk management process and internal controls relating to the covered bond programme annually, submit a certified report annually to the MAS and report to the MAS immediately if it becomes aware that the bank or the SPV has breached any of the conditions imposed by the MAS;
- (c) obtaining a legal opinion that the assets in the cover pool are beyond the bank's reach and the reach of the bank's creditors, even in insolvency; and
- (d) when transferring the legal right to, or perfecting the assignment of assets comprising the cover pool, disclosing the consequences of such transfer or assignment to each borrower whose residential mortgage loan or asset is transferred.

Covered bond issuers are also subject to various information requirements *vis-à-vis* the MAS.

THE LOANS AND THE PORTFOLIO

The Loans sold to the Covered Bond Guarantor pursuant to the Mortgage Sale Agreement or, as the case may be, the Declaration of Assets Trust will consist of Loans originated by the Seller. The types of Loans, their key features and the origination, approval, underwriting and enforcement processes of the Seller are summarised below. The features of the Loans and these processes may change from time to time. See also the sections “*Risk Factors — Risks Relating to the Covered Bond Guarantor — The constitution of the Portfolio will frequently change*” and “*Risk Factors — Risks Relating to the Covered Bond Guarantor — The Lending Criteria may be revised by the Seller*”.

Types of Loans offered by the Seller to Borrowers and/or Mortgagors

The Seller offers a variety of Loans to Borrowers and/or Mortgagors. Subject to the Loan satisfying, *inter alia*, the Eligibility Criteria (as defined below), the Seller may assign to the Covered Bond Guarantor any of the following types of Loans which have been previously offered or are currently on offer, as well as any New Loan Types (subject to obtaining a Rating Agency Confirmation) that may be offered in future:

- (a) Loans which interest rates are indexed to any of the Singapore Interbank Offer Rate (“**SIBOR**”), the Singapore Overnight Rate Average (“**SORA**”), the Singapore Central Provident Fund Ordinary Account Rate (“**CPF-OA Rate**”) or one of several internally-set rates, including but not limited to rates referencing the Seller’s fixed deposit rates (collectively “**Board Rates**”), with a spread over the index rate which may be fixed or varying over the life of the Loan (“**Standard Variable Rate Loans**”);
- (b) Loans which interest rates are indexed to any of the rates referred to in paragraph (a) above, with a spread over the index rate which may be fixed or varying over the life of the Loan, and further subject to a cap on the interest rate (which may be fixed or otherwise) for a specified period of time (usually the first three years);
- (c) Loans which are subject to a fixed interest rate for a specified period of time (usually a period of one, two, three or five years) and at the expiration of that period are generally subject to an interest rate indexed to the rates referred to in paragraph (a) above, with a spread over the index rate which may be fixed or varying over the remaining life of the Loan (“**Standard Fixed Rate Loans**”); and
- (d) Loans which are subject to a fixed interest rate for a specified period of time (usually a period of one or two years) following which the Borrower and/or the Mortgagor has the choice of extending the same fixed interest rate for another specified period of time (usually another one or two years). The Loan is converted to a Standard Variable Rate Loan if the extension option is not taken up, or, if the extension option is taken, after the second fixed rate period expires.

Certain Loans have a combination of features of Standard Variable Rate Loans and Standard Fixed Rate Loans, that is, flexible payment plans that allow the Borrower and/or the Mortgagor to opt for the periods and/or amounts on which variable rates and fixed rates apply.

Key features of the Loans

The key commercial features of the Loans are as follows:

- (a) they may be advanced or granted by the Seller to the Borrower and/or the Mortgagor for financing or refinancing the purchase or acquisition of a Property and/or (where applicable and approved by the CPF Board) the costs of construction of a new dwelling house thereon;
- (b) they are available to owner occupiers or investors;

- (c) they are each secured by a mortgage over a private residential property only (which includes bungalows, detached houses, semi-detached houses, terrace houses, apartments, cluster housing, town houses and other types of residential properties that are not managed by HDB);
- (d) certain Loans enable a Borrower and/or a Mortgagor to take out a further advance up to the then-permitted LTV per cent (when aggregated with the then True Balance of the Loan), subject to the Seller's discretion and evaluation of the Borrower's and/or the Mortgagor's status, lending and product criteria;
- (e) for certain types of Loans, Early Repayment Charges may be applicable;
- (f) overpayments may be made on any portion of a Loan either regularly or as a lump sum;
- (g) some Loans allow for lump sum payments to be made which may be capped at a specific annual amount or multiple amounts, depending on the type of Loan;
- (h) interest on the Loans accrues daily; and
- (i) the Seller reserves the right to amend the Mortgage Conditions from time to time.

Repayment terms of the Loans

Borrowers and/or Mortgagors typically make monthly payments of interest and repay principal on their Loans so that the Loan will be fully repaid on its maturity date. The Seller does not currently offer interest-only Loans but had done so in the past. For interest-only Loans, Borrowers and/or Mortgagors make monthly payments of interest but not of principal for a certain stipulated period after which the outstanding principal amount of the Loan is amortised and payable in monthly instalments (together with interest accrued therein) over the remaining period of the Loan.

The required payment due on each monthly payment date in respect of a Loan may vary from month to month for various reasons, including changes in interest rates.

Early Repayment Charges

Certain Loans in the Portfolio have a specified time period in the applicable Mortgage Conditions, during which if a Loan is partially or fully repaid, the relevant Borrower and/or Mortgagor will be subject to an Early Repayment Charge.

Security in respect of the Loans

Each Loan is secured by a charge by way of a first ranking legal mortgage (save for (a) any charge registered or notified by the CPF Board in respect of the withdrawal of CPF Funds from the relevant Mortgagor's account(s) with the CPF Board, (b) any statutory charge in favour of the tax authority in respect of unpaid property taxes, (c) any charge registered in favour of the relevant management corporation in connection with the Property in respect of unpaid amounts or contributions, (d) any statutory charge in favour of the tax authority in respect of unpaid estate duty (where applicable) and (e) any other charges arising under any written law) over a private residential property located in Singapore and is governed by a Loan Agreement which is subject to Singapore law.

Insurance policies relating to the Loans

The Mortgage Conditions require that property insurance policy be arranged by or on behalf of the Borrower or (if different) the Mortgagor for each Property. If the Borrower or Mortgagor fails to take up or maintain such insurance as required by the Seller, or fails to pay the premium of any such insurance, the

Seller may at its discretion effect, take up or maintain such insurance at the cost and expense of the Borrower or Mortgagor.

The Seller may apply any monies received under any such insurance in or towards the repair or reinstatement of the Property, as the case may be, or towards payment of the Loan secured by the Mortgage whether or not due.

Investment Properties

As stated above (see “*The Loans and the Portfolio — Key Features of the Loans*”), the Loans are available to owner occupiers or investors. Pursuant to the terms of the relevant Mortgage Conditions (which are applicable to Loans in respect of both owner-occupied and investment Properties), Borrowers or Mortgagors may, with the consent of the Seller and subject to conditions as may be imposed by the Seller, lease out the relevant Property or part thereof. In the event the Seller (i.e. the mortgagee) exercises its power of sale in respect of such Property, the sale may be subject to such tenancies and the Property may therefore have to be sold without vacant possession.

The following are examples of conditions which may be imposed (as of the date of this Offering Circular) by the Seller in respect of any proposed leasing of an investment Property:

- (a) The tenant of the Property uses the Property for residential use only; or, in the case where the tenant is a company, the Property is used as residence of the tenant’s employees only;
- (b) The Property is not used for running a business as a boarding house, and that borrowers or mortgagors comply with all applicable laws and regulations relating to the leasing of the Property by them; and
- (c) The term of the lease not exceeding three years and with no automatic right of renewal by the tenant.

Origination of the Loans

The Seller currently derives its mortgage lending business from the following sources:

- (a) mortgage intermediaries; and
- (b) directly from Borrowers or Mortgagors.

In both cases, the Seller performs the relevant evaluations on a potential Borrower or Mortgagor based on, *inter alia*, the Lending Criteria to determine whether or not to offer a Loan.

The Seller competes mainly in the private residential and resale HDB mortgage market. The Seller has no particular segment targets within these markets, though it continuously reviews its business strategy to suit economic or regulatory changes in the Singapore residential mortgage market and the broader economic environment. For the avoidance of doubt, Loans that are secured by a mortgage over HDB Property do not meet the Eligibility Criteria and are excluded from the Portfolio.

Approval and Underwriting

The Seller uses an automated rule-based loan origination system for all Loan applications to facilitate its loan approval processing. Loan applications are also reviewed manually by the Seller’s credit risk managers for applications that do not strictly qualify under the Seller’s standard acceptance criteria, and may be approved if doing so does not breach regulatory guidelines. The level of approval authority is established according to each credit risk manager’s rank and experience. Applications that are referred for

manual review are assessed by credit risk managers with delegated approving authority, including the authority to approve deviations from the Seller's standard acceptance criteria.

The Seller continually reviews the way in which it conducts its loan origination business in order to ensure that it remains up to date and cost effective in a highly competitive market. The Seller may therefore change its origination processes from time to time. However, the Seller will retain exclusive control over the approval and underwriting policies and the Lending Criteria to be applied to the origination of each Loan. The Seller's approval, underwriting and processing of Loans are independent from the process by which the Seller's Loans are originated.

Lending Criteria

Each Loan was, or as the case may be will be, originated according to the Seller's Lending Criteria applicable at the time the Loan was offered or will be offered. The Lending Criteria as of the date of this Offering Circular are the same as, or substantially similar to, the criteria described in this section. However, the Seller retains the right to revise its Lending Criteria from time to time as a Reasonable, Prudent Mortgage Lender would. Accordingly, the criteria applicable to future Loans may not be the same as those used as of the date of this Offering Circular.

When applying for a Loan, the applicant is required to provide certain information to the Seller, including information about the applicant's income, current employment details, current mortgage information, if any, and certain other personal information. In addition to credit checks against its own internal database, the Seller completes a credit bureau search (as at the date of this Offering Circular, provided by Credit Bureau (Singapore) Pte Ltd) in all cases against each applicant, which gives details of the relevant applicant's payment and delinquency history, if any.

Some of the factors currently used in making a lending decision are as follows:

Income details

In determining an applicant's income, the applicant's basic salary along with performance or profit related pay, allowances, mortgages subsidies, pensions, annuities, overtime, bonuses and commission may be included.

Evidence of an applicant's income such as pay slips, bank statements showing salary crediting or income tax notice of assessments are generally obtained to assess an applicant's debt-servicing ability. Where necessary or appropriate, information such as the assets-under-management of the applicant and/or know-your-client checks on the applicant's other source(s) of repayments are also obtained. In general, assessment of an applicant's repayment ability includes a review of the debt burden and income of a single borrower, or combined income of joint borrowers.

Valuation

A valuation of the property to be mortgaged is required from independent valuation companies selected from the Seller's panel of approved valuers. The Seller gets two indicative valuations for each loan application and the lower of the two is used. Upon acceptance of a Loan offer, the Seller obtains a formal valuation report from the valuer. This valuation report is required to have evidence of on-site inspection, and derivation of the current market value is to be based on the direct comparison method, with a minimum number of sales comparables required specified. A revaluation of the property generally does not occur after origination.

Property types

Under the criteria applied in determining the eligibility of properties to serve as security for Loans, both freehold and leasehold properties are included. In the case of leasehold properties, the unexpired term of the lease must generally be for at least 20 years after the end of the agreed mortgage term.

Loan-to-value limits

Please refer to the section titled “*Regulation/legal aspects of the Singapore residential mortgage market — Loan-to-value ratios and borrower’s contribution*”.

Term

A Loan term of up to 35 years, subject to regulatory requirements, may be extended.

Age of applicant

As per DBS Bank’s underwriting policy, all borrowers must be at least 21 years old.

Status of applicant(s)

When assessing a Loan application, the Seller’s key requirement is to establish that the applicant can afford to repay the proposed Loan. The Seller ensures that the proposed monthly payments are affordable from the applicant’s income, or other resources, and takes into account the applicant’s other financial commitments. The maximum loan amount is determined by a number of factors, including the total debt servicing ratio of the applicant (i.e. the ratio of the applicant’s total debt to the applicant’s income) and the LTV per cent of the Loan. The detailed requirements on the total debt servicing ratios and the LTV per cent are set out in MAS Notice 645 and MAS Notice 632 respectively. MAS Notice 632 also sets out tenure restrictions on Residential Property loans. For further information, see “*Regulation/Legal Aspects of the Singapore Residential Mortgage Market — Regulation Aspects of the Singapore Residential Mortgage Market*”, “*Regulation/Legal Aspects of the Singapore Residential Mortgage Market — Loan-to-value ratios and borrower’s contribution*” and “*Regulation/Legal Aspects of the Singapore Residential Mortgage Market — Restrictions on tenure*”.

Seller’s discretion to lend outside its Lending Criteria

On a case-by-case basis, and within approved limits as detailed in the “*Approval and Underwriting*” section above, the Seller may have determined an applicant that did not strictly qualify under its Lending Criteria at that time warranted an underwriting deviation. The Seller will take into account the extent of the deviation as well as compensating factors such as, but not limited to, LTV per cent, available assets-under-management of the applicant, the applicant’s profile and repayment history and the applicant’s past relationship with the Seller.

Collection and enforcement procedures

Pursuant to the terms of the Loan Agreements, Borrowers and/or Mortgagors must make the minimum repayment due on each monthly payment date applicable to the relevant Loan. A Loan is subject to collection action when the monthly repayment is not fully paid by the monthly payment date.

The Seller’s automated retail loan system identifies all Loan Accounts which are in arrears. These accounts are sent to the Seller’s collection system which allocates overdue loans to the Seller’s designated collection officers who take action in relation to the arrears.

Actions taken by the Seller in relation to delinquent accounts will vary depending on the number of days the Loan is in arrears. Initially, if a Borrower or a Mortgagor has not made a payment on the due date, that Borrower or that Mortgagor will receive reminder(s) from the Seller. If such arrears remain unpaid the Seller will attempt to contact the relevant Borrower by telephone and letter to establish the Borrower’s or the Mortgagor’s circumstances and to agree on an arrangement to return the Borrower’s or the Mortgagor’s account to order, where possible. Where a satisfactory arrangement cannot be reached or maintained, possession proceedings may be instigated to enable the Seller to enforce its security. This is typically initiated no later than the 120th day of delinquency. Recovery action is arranged by experienced collections staff in conjunction with external legal advisers. A number of sources of recovery are pursued, including a

voluntary sale of the Property by the Mortgagor, a repossession and subsequent sale of the property by the Seller (as mortgagee) and action against the Borrower and/or the Mortgagor personally.

Seller's historical loan performance

The following table summarises, in respect of the Seller's private residential property mortgage portfolio, the loans in arrears for 90 days and over as at the dates indicated. Loans sold into the Portfolio must meet the Eligibility Criteria (see "Summary of the Principal Documents — Mortgage Sale Agreement") on the Relevant Closing Date, including that such Loan must not be in arrears of 30 days or more.

	End		
	2019	2020	2021
Overall portfolio (SGD million)	45,751	44,289	44,646
Delinquent loans (SGD million)	34	17	25
Delinquent as % of portfolio	0.07%	0.04%	0.06%

CPF Loans and Non-CPF Loans

"**CPF Loan**" means all loans granted by the Seller to a Borrower or a Mortgagor (as the case may be) which are secured by the same Mortgage over a Property, in respect of which:

- (a)
 - (i) the CPF Withdrawal Approval has been obtained prior to the Closing Date in respect of such loans; or
 - (ii) such Borrower or Mortgagor (as the case may be) has indicated to the Seller prior to the Closing Date in respect of such loans that he intends to utilise CPF Funds in connection with the Property; and
- (b) the CPF Board's consent to the transfer or assignment of the Mortgage over such Property securing such loans is required (and such CPF Board's consent is not obtained prior to the Closing Date in respect of such loans) in order for the Covered Bond Guarantor and any transferee of such Mortgage (as may be contemplated under the terms of the Transaction Documents) to be accorded the priority of payments over the CPF Board in relation to the application of any proceeds from the realisation of such Property,

and which are sold by the Seller and purchased by the Covered Bond Guarantor from time to time and which are held on trust by the Assets Trustee under the terms of the Declaration of Assets Trust for the Covered Bond Guarantee Beneficiary, and comprise the aggregate of all principal sums, interest, costs, charges, expenses and other monies due or owing with respect to or apportioned to such loans under the relevant Mortgage Conditions by such Borrower or Mortgagor (as the case may be) on the security of the Mortgage over such Property from time to time outstanding, or, as the context may require, such Borrower's or Mortgagor's obligations in respect of the same but excluding any loan which is repurchased by the Seller or otherwise sold by the Covered Bond Guarantor and no longer beneficially owned by the Covered Bond Guarantee Beneficiary (including, for the avoidance of doubt, any loan in respect of which the Covered Bond Guarantee Beneficiary has assigned absolutely its beneficial interest pursuant to the provisions of the Declaration of Assets Trust). For the avoidance of doubt, no loan referred to above shall be construed or deemed to be a Top-up Loan.

“Non-CPF Loan” means:

- (a) all loans granted by the Seller to a Borrower or a Mortgagor (as the case may be) which are secured by the same Mortgage over a Property, in each case, in respect of which:
 - (i) there is no CPF Withdrawal Approval; and
 - (ii) such Borrower or Mortgagor (as the case may be) has not indicated to the Seller prior to the Closing Date in respect of such loans that he intends to utilise CPF Funds in connection with the Property; or
- (b) all loans granted by the Seller to a Borrower or a Mortgagor (as the case may be) which are secured by the same Mortgage over a Property, in respect of which:
 - (i) the CPF Withdrawal Approval has been obtained prior to the Closing Date in respect of such loans, or where such Borrower or Mortgagor (as the case may be) has indicated to the Seller prior to the Closing Date in respect of such loans that he intends to utilise CPF Funds in connection with the Property; and
 - (ii) the CPF Board’s consent to the transfer or assignment of the Mortgage over such Property securing such loans is not required (as at the Closing Date in respect of such loans) in order for the Covered Bond Guarantor and any transferee of such Mortgage (as may be contemplated under the terms of the Transaction Documents) to be accorded the priority of payments over the CPF Board in relation to the application of any proceeds from the realisation of such Property; or
- (c) all loans granted by the Seller to a Borrower or a Mortgagor (as the case may be) which are secured by the same Mortgage over a Property, in respect of which:
 - (i) the CPF Withdrawal Approval has been obtained prior to the Closing Date in respect of such loans, or where such Borrower or Mortgagor (as the case may be) has indicated to the Seller prior to the Closing Date in respect of such loans that he intends to utilise CPF Funds in connection with the Property; and
 - (ii) the CPF Board’s consent to the transfer or assignment of the Mortgage over such Property securing such loans is required (and such CPF Board’s consent is obtained prior to the Closing Date in respect of such loans) in order for the Covered Bond Guarantor and any transferee of such Mortgage (as may be contemplated under the terms of the Transaction Documents) to be accorded the priority of payments over the CPF Board in relation to the application of any proceeds from the realisation of such Property,

which, in each case, is sold and assigned by the Seller to the Covered Bond Guarantor from time to time under the terms of the Mortgage Sale Agreement and is purchased by the Covered Bond Guarantor, and comprises the aggregate of all principal sums, interest, costs, charges, expenses and other monies due or owing with respect to or apportioned to that loan under the relevant Mortgage Conditions by a Borrower or a Mortgagor (as the case may be) on the security of the Mortgage over such Property from time to time outstanding, or, as the context may require, the Borrower’s or the Mortgagor’s obligations in respect of the same but excluding any loan which is repurchased by the Seller or otherwise sold by the Covered Bond Guarantor and no longer beneficially owned by it. For the avoidance of doubt no loan referred to under limbs (a), (b) and (c) above shall be construed or deemed to be a Top-up Loan. Converted Loans shall be deemed to continue to be Non-CPF Loans, subject to certain provisions of the Transaction Documents dealing with such Converted Loans only.

SUMMARY OF THE PRINCIPAL DOCUMENTS

Introduction

The principal Transaction Documents described in this section are the:

- (a) Trust Deed;
- (b) Intercompany Loan Agreement;
- (c) Mortgage Sale Agreement;
- (d) Declaration of Assets Trust;
- (e) Servicing Agreement;
- (f) Asset Monitor Agreement;
- (g) Establishment Deed;
- (h) Cash Management Agreement;
- (i) Subordinated Loan Agreement;
- (j) Ancillary Intercompany Loan Agreement;
- (k) Interest Rate Swap Agreement(s) (if any);
- (l) Covered Bond Swap Agreement;
- (m) Bank Account Agreement;
- (n) Corporate Services Agreement; and
- (o) Deeds of Charge.

Trust Deed

The Trust Deed, made among the Issuer, the Covered Bond Guarantor, the Bond Trustee and the Security Trustee on the Programme Date, is the principal agreement governing the Covered Bonds. The Trust Deed contains provisions relating to, *inter alia*:

- (a) the constitution of the Covered Bonds and the terms and conditions of the Covered Bonds (as more fully set out under “Terms and Conditions of the Covered Bonds” above);
- (b) the covenants of the Issuer and the Covered Bond Guarantor;
- (c) the terms of the Covered Bond Guarantee (as described below);
- (d) the enforcement procedures relating to the Covered Bonds and the Covered Bond Guarantee; and
- (e) the appointment, powers and responsibilities of the Bond Trustee and the circumstances in which the Bond Trustee may resign, retire or be removed.

Covered Bond Guarantee

Under the terms of the Covered Bond Guarantee, if the Issuer defaults in the payment on the due date of any monies due and payable under or pursuant to the Trust Deed or the Covered Bonds or any Receipts or Coupons (subject to certain grace periods), if any other Issuer Event of Default occurs (other than by reason of non-payment) or if a Covered Bond Guarantor Event of Default occurs, the Covered Bond Guarantor has agreed (subject as described below) to pay or procure to be paid (following service of an Issuer Acceleration Notice and Notice to Pay or, if applicable, a Covered Bond Guarantor Acceleration

Notice) unconditionally and irrevocably to or to the order of the Bond Trustee (for the benefit of the Covered Bondholders), an amount equal to that portion of the Guaranteed Amounts which shall become Due for Payment but would otherwise be unpaid, as of any Original Due for Payment Date or, if applicable, Extended Due for Payment Date, by the Issuer. Under the Covered Bond Guarantee, the Guaranteed Amounts will become due and payable on any earlier date on which a Covered Bond Guarantor Acceleration Notice is served.

Following the occurrence of an Issuer Event of Default and after the Covered Bonds have been declared due and payable by the Bond Trustee as against the Issuer following service of an Issuer Acceleration Notice, the Bond Trustee will serve a Notice to Pay on the Covered Bond Guarantor. Payment by the Covered Bond Guarantor of the Guaranteed Amounts pursuant to the Covered Bond Guarantee will be made on the later of: (i) the day which is two Business Days following service of a Notice to Pay on the Covered Bond Guarantor; or (ii) the day on which the Guaranteed Amounts are otherwise Due for Payment.

All payments of Guaranteed Amounts by or on behalf of the Covered Bond Guarantor will be made without withholding or deduction for, or on account of, any present or future taxes, duties, assessments or other governmental charges of whatever nature, unless the withholding or deduction of such taxes, assessments or other governmental charges is required by law or regulation or administrative practice of Singapore or any political subdivision thereof or any authority therein or thereof having the power to tax. If any such withholding or deduction is required, the Covered Bond Guarantor will pay the Guaranteed Amounts net of such withholding or deduction and shall account to the appropriate tax authority for the amount required to be withheld or deducted. The Covered Bond Guarantor will not be obliged to pay any amount to the Bond Trustee or any holder of Covered Bonds in respect of the amount of such withholding or deduction. If any withholding or deduction arises under or in connection with FATCA, the Covered Bond Guarantor will not be required to pay any amount under the Covered Bond Guarantee on account of such withholding or deduction. Under the terms of the Covered Bond Guarantee, the Covered Bond Guarantor agrees that its obligations under the Covered Bond Guarantee shall be as principal debtor and not merely as surety and shall be absolute and unconditional, irrespective of, and unaffected by, any invalidity, irregularity or unenforceability of, or defect in, any provisions of the Trust Deed or the Covered Bonds or Receipts or Coupons or the absence of any action to enforce the same or the waiver, modification or consent by the Bond Trustee or any of the Covered Bondholders, Receiptholders or Couponholders in respect of any provisions of the same or the obtaining of any judgment or decree against the Issuer or any action to enforce the same or any other circumstances which might otherwise constitute a legal or equitable discharge or defence of a guarantor.

Subject to the grace period specified in Condition 9(b), failure by the Covered Bond Guarantor to pay the Guaranteed Amounts when Due for Payment will result in a Covered Bond Guarantor Event of Default.

The Trust Deed provides that the Excess Proceeds shall be paid by the Bond Trustee on behalf of the Covered Bondholders of the relevant Series to the Covered Bond Guarantor for its own account, as soon as practicable, and shall be held by the Covered Bond Guarantor in the Transaction Account and the Excess Proceeds shall thereafter form part of the Security and shall be used by the Covered Bond Guarantor in the same manner as all other monies from time to time standing to the credit of the Transaction Account. Any Excess Proceeds received by the Bond Trustee shall discharge *pro tanto* the obligations of the Issuer in respect of the Covered Bonds, Receipts and Coupons. However, the obligations of the Covered Bond Guarantor under the Covered Bond Guarantee are (following service of an Issuer Acceleration Notice and Notice to Pay or, if earlier, service of a Covered Bond Guarantor Acceleration Notice) unconditional and irrevocable and the receipt by the Bond Trustee of any Excess Proceeds shall not reduce or discharge any such obligations.

By subscribing for Covered Bond(s), each Covered Bondholder shall be deemed to have irrevocably directed the Bond Trustee to pay the Excess Proceeds to the Covered Bond Guarantor in the manner as described above.

The Trust Deed is governed by English law, save that defined terms incorporated by reference from the Master Definitions Agreement shall be governed by and construed in accordance with Singapore law.

Fees and expenses

The Issuer and, after the service of a Notice to Pay on the Covered Bond Guarantor, the Covered Bond Guarantor, will pay certain fees to the Bond Trustee and the Security Trustee and will reimburse them for all their costs and expenses properly incurred in acting as Bond Trustee or Security Trustee (as the case may be) and in addition shall indemnify them in respect of all claims, actions, proceedings, demands, liabilities, losses, damages, costs and expenses suffered as a result of the Issuer (or, following service of a Notice to Pay on the Covered Bond Guarantee, the Covered Bond Guarantor) failing to perform any of its obligations under the Transaction Documents.

Any remuneration, costs and expenses paid by the Covered Bond Guarantor to the Bond Trustee and the Security Trustee shall be paid subject to and in accordance with the Guarantee Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

The Security Trustee may, in certain circumstances undertake duties of an exceptional nature or otherwise outside the scope of its normal duties as set out in the Deeds of Charge, in which case the Issuer or the Covered Bond Guarantor shall pay to the Security Trustee such additional remuneration as shall be agreed between the Security Trustee and the Covered Bond Guarantor.

Neither the Issuer nor the Covered Bond Guarantor will be responsible under the Deeds of Charge or the Trust Deed to the Bond Trustee or the Security Trustee for any liabilities, losses, damages, costs or expenses resulting from the fraud, gross negligence or wilful default on the part of the Bond Trustee or the Security Trustee or any of its officers and employees.

Intercompany Loan Agreement

General

Under the terms of the Intercompany Loan Agreement, the Issuer as intercompany loan provider (the “**Intercompany Loan Provider**”) agrees to make available to the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary, on a secured basis, an intercompany loan facility in an aggregate amount equal to the Intercompany Loan Facility Amount, subject to increases and decreases as described below. The initial Advance will be an amount sufficient to acquire the Non-CPF Loans and their Related Security in the Initial Portfolio and an interest in the Trust Assets comprising CPF Loans and their Related Security in the Initial Portfolio. The Intercompany Loan comprises a guarantee loan portion (the “**Guarantee Loan**”) and a demand loan portion (the “**Demand Loan**”) and is denominated in Singapore dollars. The interest rate on each Advance under the Intercompany Loan is such rate of interest per annum to be determined by the Intercompany Loan Provider from time to time. The aggregate amount of interest payable under the Intercompany Loan in respect of any interest period will not exceed: (a) the aggregate of (i) the sum of all Revenue Receipts received by the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary and/or the amount payable by the Interest Rate Swap Provider (if any) to the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary (after any netting or set-off) under the Interest Rate Swap Agreement (if any) (without any double counting), (ii) all Revenue Receipts received by the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary in respect of Defaulted Loans and Loans in respect of which there have been missed payments and (iii) the interest received on the Covered Bond Guarantor Accounts, Authorised Investments and Substitution Assets, for the corresponding calendar month; less (b) an amount equal to the amount of the Covered Bond Guarantor expenses without double counting any amount payable by the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary to the Interest Rate Swap Provider (if any) under the Interest Rate Swap Agreement (if any), other than: (i) interest payable under the Intercompany Loan; and (ii) any interest

amounts due and payable in respect of Subordinated Advances to the Intercompany Loan Provider, pursuant to the terms of the Subordinated Loan Agreement, for the corresponding calendar month.

Calculation of the Demand Loan and Guarantee Loan

The Guarantee Loan, at any relevant time, is in an amount equal to (A) (a) the SGD Equivalent of the outstanding nominal amount of the Covered Bonds at that time, plus (b) an amount equal to the aggregate principal amount outstanding (or, in the case of assets in the form of Loans (other than Converted Loans), the True Balance) of additional assets in excess of (a) above, as required to satisfy (and determined in accordance with) the Asset Coverage Test, minus (B) the outstanding principal amount of the Subordinated Loan (excluding, for the avoidance of doubt, interest and other non-principal amounts thereunder). The Guarantee Loan will be repaid in accordance with the applicable Priority of Payments and at all times repayment of the Demand Loan is provided for in priority to repayment of the Guarantee Loan, as described below. Following service of a Notice to Pay or Covered Bond Guarantor Acceleration Notice, repayment of the Guarantee Loan is subordinated in the applicable Priority of Payments to payments in respect of the Covered Bond Guarantee in accordance with such Priority of Payments.

The Demand Loan at any relevant time will be equal to the difference between the outstanding principal amount of the Intercompany Loan and the principal amount of the Guarantee Loan at that time. Except as described below, the respective balances of the Guarantee Loan and the Demand Loan will fluctuate according to the requirements of the Asset Coverage Test (see “*Establishment Deed — Asset Coverage Test*”) and with the issuances and redemptions of Covered Bonds.

If a Notice to Pay or a Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor or a Demand Loan Repayment Event occurs, then the amount of the Demand Loan and the Guarantee Loan will be fixed as described in “*Summary of the Principal Documents — Intercompany Loan Agreement — Repayment of the Demand Loan*”.

Purpose

The Covered Bond Guarantor or, as the case may be, the Covered Bond Guarantee Beneficiary will use the initial Advance to acquire (i) the Non-CPF Loans and their Related Security in the Initial Portfolio from the Seller in accordance with the terms of the Mortgage Sale Agreement and (ii) an interest in the Trust Assets comprising CPF Loans and their Related Security contributed by the Seller in accordance with the terms of the Declaration of Assets Trust, and will use additional Advances:

- (a) to purchase New Loans which are Non-CPF Loans and their Related Security from the Seller, from time to time in accordance with the terms of the Mortgage Sale Agreement; and/or
- (b) towards Additional Contributions to the Assets Trustee to acquire New Loans which are CPF Loans and their Related Security from the Seller pursuant to the terms of the Declaration of Assets Trust; and/or
- (c) to invest in Authorised Investments and/or Substitution Assets, in each case in accordance with the Establishment Deed; and/or
- (d) subject to written confirmation from the Cash Manager that the Asset Coverage Test is met on the relevant drawdown date (both before and immediately following the making of the relevant Advance), to repay Subordinated Advances, if any, under the Subordinated Loan Agreement; and/or
- (e) to make a deposit of the proceeds in the Transaction Account (including, without limitation, to fund the Reserve Fund and/or the Pre-Maturity Liquidity Ledger, in each case in accordance with the Establishment Deed).

At any time prior to an Issuer Event of Default, a Covered Bond Guarantor Event of Default or a Demand Loan Repayment Event, the Covered Bond Guarantor may re-borrow any amount repaid by the Covered Bond Guarantor under the Intercompany Loan for a permitted purpose.

Deemed advances (“**Deemed Advances**”) will also arise under the Intercompany Loan if, as at any Calculation Date:

- (a) the True Balance of a Loan in the Portfolio increases as a result of Capitalised Interest accruing on that Loan or any other increase in the True Balance of that Loan; or
- (b) there is a Deemed Subordinated Advance outstanding,

and, in each case, the Deemed Advance Preconditions are satisfied on the relevant Calculation Date.

The “**Deemed Advance Preconditions**” are:

- (a) the aggregate outstanding principal amount of Advances after giving effect to such Deemed Advance does not exceed the Intercompany Loan Facility Amount; and
- (b) no Issuer Event of Default, Covered Bond Guarantor Event of Default or Demand Loan Repayment Event has occurred and is outstanding on the relevant Calculation Date or Covered Bond Guarantee Payment Date (as applicable) or would result from the Deemed Advance.

If any of the Deemed Advance Preconditions have not been satisfied on the relevant Calculation Date or Covered Bond Guarantee Payment Date (as applicable), then the amount that would otherwise have constituted a Deemed Advance will, instead, constitute a Deemed Subordinated Advance under the Subordinated Loan Agreement. If, however, as of a subsequent Calculation Date, any Deemed Subordinated Advance(s) satisfies the Deemed Advance Preconditions as of that Calculation Date, such Deemed Subordinated Advance(s) will be deemed to be a Deemed Advance(s) under the Intercompany Loan.

Unless otherwise agreed by the Intercompany Loan Provider, no Advances will be made to the Covered Bond Guarantor following the occurrence of an Issuer Event of Default, a Covered Bond Guarantor Event of Default or a Demand Loan Repayment Event.

The Servicer and the Cash Manager shall maintain accurate and up-to-date registers (collectively, the “**Asset Registers**”) in respect of:

- (a) assets in the cover pool (as defined in MAS Notice 648) of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary (including, for the avoidance of doubt, its interest in the Assets Trust); and
- (b) other assets of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary securing the liabilities of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary to the Secured Creditors,

and such other registers as the Intercompany Loan Provider may request from time to time.

The Servicer and the Cash Manager will notionally allocate the assets of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary to the Asset Registers, at such times as the Servicer and the Cash Manager determine is necessary or as may be required for the purposes of any determination, calculation or compliance with any obligation in relation to the repayment of the Demand Loan, on the following basis:

- (a) Loans and their Related Security will be allocated on a Random Basis; and
- (b) all other assets of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary (including Authorised Investments and Substitution Assets) will be allocated on such basis as the Servicer and the Cash Manager shall determine.

The Servicer and the Cash Manager have agreed that, upon request from the Intercompany Loan Provider and at the cost of the Intercompany Loan Provider, it will provide the Intercompany Loan Provider with

copies of the Asset Registers and such other information in respect of the Asset Registers as the Intercompany Loan Provider may require.

Repayment of the Demand Loan

The repayment of principal in respect of the Demand Loan may (at the discretion of the Intercompany Loan Provider) (and, following the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, shall only) be satisfied by payment in kind to the Intercompany Loan Provider of Loans and their Related Security, Authorised Investments and/or Substitution Assets (other than cash) held by the Covered Bond Guarantor (collectively, the “**Demand Loan Repayment Assets**”). Upon the Covered Bond Guarantor being required to repay all or part of the Demand Loan, the Servicer and the Cash Manager will deliver a notice (the “**Demand Loan Repayment Notice**”) to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee, the Security Trustee and the Intercompany Loan Provider which (if the Demand Loan is being repaid prior to a Notice to Pay or a Covered Bond Guarantor Acceleration Notice) will specify (at the discretion of the Intercompany Loan Provider) whether the Demand Loan is to be repaid in cash, the transfer of Authorised Investments or Substitution Assets or in kind, and if the Demand Loan is to be repaid in kind, will specify the Demand Loan Repayment Assets that will satisfy the repayment obligation. Where any amount of the Demand Loan is to be repaid in kind, such Loans and their Related Security which are to comprise the relevant Demand Loan Repayment Assets will be selected by the Servicer and the Cash Manager on a Random Basis, subject to the following:

- (a) no Loans and their Related Security shall form part of the Demand Loan Repayment Assets to the extent necessary to ensure that the Asset Coverage Test is satisfied and, if necessary to satisfy or cure a breach of the Asset Coverage Test, Loans and their Related Security forming the Demand Loan Repayment Assets shall be selected by the Servicer and the Cash Manager on a Random Basis and be so removed, such that the aggregate True Balance of such Loans as at the relevant Demand Loan Repayment Date together with the aggregate principal amount of such Authorised Investments and/or Substitution Assets (other than cash) forming part of the Demand Loan Repayment Assets is as close as reasonably possible to, and in any event less than or equal to, the principal amount of the Demand Loan requested or required to be repaid under the Intercompany Loan Agreement; and
- (b) to the extent there are any Converted Loans in the Portfolio, the portion of the Demand Loan equal to the aggregate True Balance thereof may only be repaid in kind by way of such Converted Loans (and may not be repaid in cash).

On the Covered Bond Guarantee Payment Date immediately following the delivery of the Demand Loan Repayment Notice, or, in the case of service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, the Covered Bond Guarantee Payment Date following the date on which the Asset Percentage was fixed (as described below) (the “**Demand Loan Repayment Date**”), the Demand Loan will be repaid and/or, as the case may be, in respect of any Loans and their Related Security comprising the relevant Demand Loan Repayment Assets:

- (i) (in the case of Non-CPF Loans and their Related Security) where the Seller and the Intercompany Loan Provider are the same entity and if the sale of such Non-CPF Loans and their Related Security has not been perfected:
 - (A) the Covered Bond Guarantor’s rights, estate, title, interests, benefits and remedies in such Non-CPF Loans and their Related Security will be reassigned, released and surrendered and will vest completely in favour of the Intercompany Loan Provider, free from the Security Interest created by the Singapore Deed of Charge; and
 - (B) the Covered Bond Guarantor shall cease to have any interest in, or right to, such Non-CPF Loans and their Related Security;

- (ii) (in the case of Non-CPF Loans and their Related Security) if sale of such Non-CPF Loans and their Related Security has been perfected, the Covered Bond Guarantor shall transfer its rights, estate, title, interests, benefits and remedies in such Non-CPF Loans and their Related Security to the Intercompany Loan Provider;
- (iii) (in the case of CPF Loans and their Related Security which are subject to an Assets Trust) where the Assets Trustee and the Intercompany Loan Provider are the same entity, and the Covered Bond Guarantee Beneficiary has not surrendered its beneficial interest in such CPF Loans and their Related Security:
 - (A) the Covered Bond Guarantee Beneficiary's rights, estate, title, interests, benefits and remedies in such CPF Loans and their Related Security (which are subject to an Assets Trust) shall be released and surrendered such that they vest completely in favour of the Intercompany Loan Provider, free from the Security Interest created by the Singapore Deed of Charge; and
 - (B) the Covered Bond Guarantee Beneficiary shall cease to have any interest in, or right to, such CPF Loans and their Related Security, and such CPF Loans and their Related Security shall cease to be Trust Assets; and/or
- (iv) (in the case of CPF Loans and their Related Security which are subject to an Assets Trust) if legal title to such CPF Loans and their Related Security has been transferred to a Replacement Assets Trustee (such transfer to be subject to any one of the Requisite CPF Loan Legal Title Transfer Approvals being obtained), the Covered Bond Guarantee Beneficiary shall transfer its rights, estate, title, interests, benefits and remedies in, and the Replacement Assets Trustee shall transfer (at the direction of the Covered Bond Guarantee Beneficiary) the legal title to, such CPF Loans and their Related Security to the Intercompany Loan Provider (provided all relevant consents required thereto are obtained).

On or before the second Covered Bond Guarantee Payment Date following the relevant Demand Loan Repayment Date (where applicable), the Intercompany Loan Provider shall pay to the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary an amount equal to the Arrears of Interest and Accrued Interest on the relevant Loans and their Related Security comprising the relevant Demand Loan Repayment Assets in respect of which the Covered Bond Guarantor's (or, as the case may be, the Covered Bond Guarantee Beneficiary's) rights, estate, title, interests, benefits and remedies are reassigned, released and surrendered, or transferred (as applicable), on that Demand Loan Repayment Date, as at (but excluding) that Demand Loan Repayment Date.

All payments in respect of principal in respect of any Demand Loan Repayment Assets (whether as all or part of a payment on a Loan) which are received immediately following service of a Demand Loan Repayment Notice will belong to the Intercompany Loan Provider and are not Principal Receipts and the Cash Manager on behalf of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary agrees to remit such amounts to the Intercompany Loan Provider on or before the second Covered Bond Guarantee Payment Date following such receipt.

Prior to service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice, a Notice to Pay or a Covered Bond Guarantor Acceleration Notice or following revocation of an Asset Coverage Test Breach Notice, the Intercompany Loan Provider may, by notice in writing to the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary, demand repayment of all or any part of the outstanding principal amount of the Demand Loan (or any part thereof) either in cash or Authorised Investments or Substitution Assets or in kind with Demand Loan Repayment Assets (and, in the case of Demand Loan Repayment Assets, outside the Priorities of Payments) on each Covered Bond Guarantee Payment Date immediately following the last day of the Calculation Period in which the demand is made.

Prior to service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, no principal amount of the Demand Loan will be repaid in cash or in kind as required above unless the Cash Manager has determined that the Asset Coverage Test will continue to be met after giving effect to the repayment in question.

Following the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, the Asset Percentage shall be fixed at a percentage number equal to the number calculated and applied for the purposes of determining the Adjusted Aggregate Loan Amount on the Test Date immediately preceding the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice and the amount of the Demand Loan calculated on such basis will be repayable by the Covered Bond Guarantor in kind with Demand Loan Repayment Assets (and outside the Priorities of Payments).

As soon as possible following service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, the Servicer and the Cash Manager will select the initial Demand Loan Repayment Assets ("**Initial Demand Loan Repayment Assets**") to be reassigned, released and surrendered in favour of or transferred (as applicable) to the Intercompany Loan Provider with an aggregate True Balance ("**Initial Demand Loan Repayment Asset Amount**") as close as reasonably possible to the principal amount of the Demand Loan (as most recently calculated by the Cash Manager and notified to the Servicer). The Cash Manager will specify such Demand Loan Repayment Assets in an initial Demand Loan Repayment Notice (the "**Initial Demand Loan Repayment Notice**") delivered to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee, the Intercompany Loan Provider and the Security Trustee.

On the first Covered Bond Guarantee Payment Date following the Calculation Date after the fixing of the Asset Percentage, the Covered Bond Guarantor's rights, estate, title, interests, benefits and remedies in the Demand Loan Repayment Assets specified in the Initial Demand Loan Repayment Notice will be transferred to the Intercompany Loan Provider or, (in respect of Non-CPF Loans and their Related Security) where the Seller and the Intercompany Loan Provider are the same entity and the sale of the relevant Non-CPF Loans and their Related Security has not been perfected, the Covered Bond Guarantor's rights, estate, title, interests, benefits and remedies to such Non-CPF Loans and their Related Security will be reassigned, released and surrendered such that the Covered Bond Guarantor's rights, estate, title, interests, benefits and remedies to such Non-CPF Loans and their Related Security vest completely in favour of the Intercompany Loan Provider or (in respect of CPF Loans and their Related Security) where the Assets Trustee and the Intercompany Loan Provider are the same entity and the Covered Bond Guarantee Beneficiary has not surrendered its beneficial interest in such CPF Loans and their Related Security to the Intercompany Loan Provider, the Covered Bond Guarantee Beneficiary will direct the Assets Trustee to accept the surrender of its beneficial interest in the relevant CPF Loans and their Related Security (which are subject to an Assets Trust) such that they vest completely in favour of the Assets Trustee in its capacity as the Intercompany Loan Provider, in repayment of the Demand Loan.

The Demand Loan Repayment Assets will not form part of the assets that are applied by the Security Trustee in accordance with the Post-Enforcement Priority of Payments following delivery of a Covered Bond Guarantor Acceleration Notice.

In order to provide sufficient time to the Cash Manager to select and transfer or reassign, release and surrender the Covered Bond Guarantor's rights, estate, title, interests, benefits and remedies in the relevant Demand Loan Repayment Assets to the Intercompany Loan Provider in accordance with the terms of the Intercompany Loan Agreement, the terms of the Singapore Deed of Charge provide that the Security Trustee may only apply amounts in accordance with the Post-Enforcement Priority of Payments on and after the first Covered Bond Guarantee Payment Date following the earlier of:

- (a) 30 days following the service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor; and

- (b) the date the Asset Percentage is fixed as described above following the service of a Covered Bond Guarantor Acceleration Notice.

If:

- (i) an Interest Rate Swap Agreement has been entered into and the Intercompany Loan Provider (in its capacity as the Interest Rate Swap Provider) is required to novate the Interest Rate Swap Agreement to a third party; or
- (ii) the Intercompany Loan Agreement is terminated,

(each of paragraphs (i) and (ii) above, a “**Demand Loan Repayment Event**”), the Asset Percentage shall be fixed at a percentage number equal to the number calculated and applied for the purposes of determining the Adjusted Aggregate Loan Amount on the Test Date immediately preceding the occurrence of such Demand Loan Repayment Event and the amount of the Demand Loan calculated on the basis of such Asset Percentage will be repayable in kind with Demand Loan Repayment Assets selected by the Servicer and the Cash Manager. The Demand Loan will be repayable by the Covered Bond Guarantor on the first Covered Bond Guarantee Payment Date following the first Calculation Date after the fixing of the Asset Percentage.

If a Notice to Pay or a Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor or a Demand Loan Repayment Event occurs, then the amount of the Guarantee Loan and the Demand Loan will be fixed as at the date on which the Asset Percentage is fixed and will thereafter only be adjusted to reflect permitted repayments (which will be deducted first from the Demand Loan), further Advances or Deemed Advances (which will be added to the Guarantee Loan) and any reduction in the Set-off Amount as a result of the occurrence of any of the events set out in paragraph (c) of the definition of “Set-off Amount” (which will be deducted from the Guarantee Loan and added to, and constitute, the Demand Loan on the Covered Bond Guarantee Payment Date following written notification from the Cash Manager to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Security Trustee of the occurrence of any of the events set out in paragraph (c) of the definition of “Set-off Amount”).

Other

The Issuer will not be relying on repayment of the Intercompany Loan in order for it to meet its repayment obligations under the Covered Bonds.

Any failure by the Covered Bond Guarantor to pay any amounts due on the Intercompany Loan will not affect the liability of the Issuer to pay the relevant amount due on the Covered Bonds.

The Intercompany Loan Agreement is governed by Singapore law.

Mortgage Sale Agreement

General

Non-CPF Loans and their Related Security (and any related Top-up Loans) will be sold to the Covered Bond Guarantor from time to time pursuant to the terms of the Mortgage Sale Agreement entered into on 16 June 2015 (as amended, restated, supplemented or novated from time to time) among the Issuer (in its capacity as Seller and Assets Trustee), the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the All Monies Trustee and the Security Trustee.

Sale by the Seller of Loans and their Related Security

The Portfolio will consist of Non-CPF Loans and their Related Security sold from time to time by the Seller to the Covered Bond Guarantor in accordance with the terms of the Mortgage Sale Agreement and an interest in the Assets Trust held by the Assets Trustee in favour of the Covered Bond Guarantee Beneficiary, and which Trust Assets include CPF Loans and their Related Security (and any related Top-

up Loans) in accordance with the terms of the Declaration of Assets Trust as described below (and in respect of such CPF Loans, please see the section “*Summary of the Principal Documents — Declaration of Assets Trust*”). The types of Loans forming part of the Portfolio will vary over time, *provided that*, at the time the relevant Loans are sold (or a trust is declared over, as applicable) to the Covered Bond Guarantor, the Eligibility Criteria (as described below) in respect of such Loans are met on the relevant Closing Date. Accordingly, the Portfolio may, at any time, include Loans with characteristics that were not being offered to Borrowers or Mortgagors (as the case may be) on previous Closing Dates.

Prior to the occurrence of an Issuer Event of Default or a Covered Bond Guarantor Event of Default, the Covered Bond Guarantor will acquire Loans and their Related Security (or an interest in the Assets Trust thereto) from the Seller in the three circumstances described below.

- (a) First, in relation to the issue of Covered Bonds from time to time in accordance with the Programme, the Issuer may make Advances under the Intercompany Loan Agreement to the Covered Bond Guarantor, the proceeds of which may be applied in whole or in part by the Covered Bond Guarantor to acquire Loans and their Related Security (or an interest in the Assets Trust thereto) from the Seller. In exchange for the sale of the Non-CPF Loans and their Related Security to the Covered Bond Guarantor or a declaration of trust in respect of the CPF Loans and their Related Security in favour of the Covered Bond Guarantee Beneficiary, the Seller will receive an amount equal to the True Balance of those Loans sold by it as at the Closing Date, which will be satisfied by a combination of:
 - (i) a cash payment (if any) made by or on behalf of the Covered Bond Guarantor (in the case of Non-CPF Loans) or the Covered Bond Guarantee Beneficiary (in the case of CPF Loans) to the Seller from the proceeds of the relevant Advance and/or Subordinated Loan Advance or set-off against such Advance and/or Subordinated Advance and/or Available Principal Receipts in accordance with the relevant Priorities of Payments (unless an Asset Coverage Test Breach Notice has been served and remains outstanding);
 - (ii) Deferred Consideration (in respect of Non-CPF Loans) and Deferred Contribution Consideration (in respect of CPF Loans); and/or
 - (iii) Early Repayment Charge Receipts received by the Covered Bond Guarantor in respect of the Non-CPF Loans included in the Portfolio (in the case of Non-CPF Loans) or, as the case may be, the Covered Bond Guarantee Beneficiary (or the Assets Trustee on its behalf) in respect of the CPF Loans included in the Portfolio (in the case of CPF Loans).
- (b) Second, prior to service of an Asset Coverage Test Breach Notice on the Covered Bond Guarantor or following the revocation of an Asset Coverage Test Breach Notice, the Covered Bond Guarantor may use the Available Principal Receipts to acquire New Loans (which are Non-CPF Loans) and their Related Security from the Seller or make an Additional Contribution to the Assets Trustee to acquire New Loans (which are CPF Loans) and their Related Security from the Seller pursuant to the terms of the Declaration of Assets Trust on any Singapore Business Day (including a Covered Bond Guarantee Payment Date).
- (c) Third, the Covered Bond Guarantor and the Seller are required to ensure that the Portfolio is maintained at all times in compliance with the Asset Coverage Test (as determined by the Cash Manager on each Calculation Date). If as of any Calculation Date there is a breach of the Asset Coverage Test, the Covered Bond Guarantor shall at its sole discretion within three Singapore Business Days of receiving notice that the Adjusted Aggregate Loan Amount does not comply with the Asset Coverage Test, request the Seller to offer to sell to the Covered Bond Guarantor sufficient New Loans and their Related Security (and any related Top-up Loans) on or before the next Calculation Date so that the Adjusted Aggregate Loan Amount is in compliance with the Asset Coverage Test. If any New Loans are Non-CPF Loans, the Seller undertakes to use all reasonable

endeavours to offer to sell to the Covered Bond Guarantor by complying with the procedure in the Mortgage Sale Agreement and the Covered Bond Guarantor undertakes to use all reasonable endeavours to acquire from the Seller sufficient New Loans (which are Non-CPF Loans) and their Related Security (and any related Top-up Loans) in accordance with the provisions of the Mortgage Sale Agreement together with any New Loans (which are CPF Loans) and their Related Security (and any related Top-up Loans) offered to be sold by the Seller to the Covered Bond Guarantor under the Declaration of Assets Trust, so that the Adjusted Aggregate Loan Amount is maintained at all times in compliance with the Asset Coverage Test as determined by the Cash Manager as of each Calculation Date, *provided that* the Seller shall not be obliged to sell to the Covered Bond Guarantor New Loans and their Related Security (and any related Top-up Loans) if in the reasonable opinion of the Seller the sale to the Covered Bond Guarantor of such New Loans and their Related Security (and any related Top-up Loans) would adversely affect the business or financial condition of the Seller. In the case of a sale of CPF Loans and their Related Security (and any related Top-up Loans) by the Seller to the Covered Bond Guarantor pursuant to the Declaration of Assets Trust, the relevant CPF Loans and their Related Security (and any related Top-up Loans) shall become Trust Assets (and be subject to the Assets Trust made in favour of the Covered Bond Guarantee Beneficiary) and the Covered Bond Guarantee Beneficiary shall make an Additional Contribution (which shall be funded in accordance with the terms of the Declaration of Assets Trust) to the Assets Trustee which shall be applied by the Assets Trustee towards payment to the Seller of the purchase consideration for the acquisition of the relevant CPF Loans and their Related Security (and any related Top-up Loans).

If Selected Loans are sold by or on behalf of the Covered Bond Guarantor (see "*Establishment Deed — Sale of Selected Loans following service of a Notice to Pay*"), the obligations of the Seller insofar as they relate to those Selected Loans will cease to apply.

The Seller will also be required to (in the case of Non-CPF Loans) repurchase Non-CPF Loans and their Related Security (and any related Top-up Loans) or (in the case CPF Loans) accept surrender of the Trust Assets relating to such CPF Loans and their Related Security (and any related Top-up Loans) sold to the Covered Bond Guarantor or to which a trust had been declared in favour of the Covered Bond Guarantee Beneficiary in the circumstances described below under "*Repurchase of Loans*".

Adjustment of the purchase price

In respect of a Closing Date and after receipt thereof, the Covered Bond Guarantor (or in the case of Trust Assets, the Covered Bond Guarantee Beneficiary or the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary) shall pay to the Seller the Accrued Interest Adjustment Amount as of such Closing Date in respect of the Loans and their Related Security comprised in the relevant Portfolio sold to the Covered Bond Guarantor or the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary on that Closing Date outside the Priorities of Payments and, if there is a shortfall in funds available to pay such Accrued Interest Adjustment Amount, the shortfall will be applied towards payment of the Accrued Interest Adjustment Amount prior to being applied as Revenue Receipts and will be payable on subsequent Covered Bond Guarantee Payment Dates outside the Priorities of Payments until such Accrued Interest Adjustment Amount is paid in full.

In respect of an acquisition of Top-up Loans by the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary (as the case may be), the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary or the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary shall pay to the Seller, after receipt thereof, any Accrued Interest Adjustment Amount in respect of the Top-up Loans outside the Priorities of Payments.

Conditions to Sale of Non-CPF Loans and their Related Security or declaration of trust in respect of CPF Loans and their Related Security and Eligibility Criteria

The sale of Non-CPF Loans and their Related Security to the Covered Bond Guarantor or a declaration of trust in respect of CPF Loans and their Related Security in favour of the Covered Bond Guarantee Beneficiary will be subject to various conditions and eligibility requirements (the “**Eligibility Criteria**”) being satisfied on the relevant Closing Date. The conditions include:

- (a) no Issuer Event of Default or Covered Bond Guarantor Event of Default or Insolvency Event in respect of the Seller shall have occurred which is continuing as at the relevant Closing Date;
- (b) such sale or declaration of asset is not contrary to any direction given by the MAS;
- (c) the Covered Bond Guarantor, acting on the advice of the Cash Manager, is not aware, and could not reasonably be expected to be aware, that the purchase of the New Portfolio on the relevant Closing Date would adversely affect the then current ratings of the Covered Bonds;
- (d) notice of the sale and purchase or inclusion in the Assets Trust in respect of the New Portfolio be given to the Rating Agencies on or prior to the relevant Closing Date in each case, as certified by an authorised signatory of the Issuer;
- (e) each New Loan is in compliance with the Eligibility Criteria; and
- (f) (i) the Issuer having furnished or caused to be furnished to the Relevant Dealer or Lead Manager(s), as the case may be, the Bond Trustee and the Security Trustee a solvency certificate of an authorised signatory of the Issuer in the agreed form; (ii) the Covered Bond Guarantor having furnished or caused to be furnished to the Relevant Dealer or Lead Manager(s), as the case may be, the Bond Trustee and the Security Trustee a solvency certificate of a duly authorised signatory of the Covered Bond Guarantor in the agreed form and (iii) the Seller having furnished or caused to be furnished to the Relevant Dealer or Lead Manager(s), as the case may be, the Bond Trustee and the Security Trustee a solvency certificate of an authorised signatory of the Seller in the agreed form.

The Eligibility Criteria require that each Loan:

- (a) is originated and booked after 1 January 2008;
- (b) is denominated and repayable in SGD;
- (c) is a mortgage loan which has been fully drawn (and where the Borrower or the Mortgagor (as the case may be) has no right to re-borrow any amount prepaid or repaid);
- (d) is secured by a mortgage over a residential property situated in Singapore and (1) title of the Mortgagor to such residential property must (i) have been separately issued and (ii) not be comprised in lease(s) granted by HDB, the Jurong Town Corporation or such other authorities/vendors as lessor, whereby consent of such lessor and/or such other relevant third party is required for the sale of such residential property or for the creation, assignment or transfer of such mortgage and (2) (if applicable) the leasehold interest of the Mortgagor in such residential property must not be for a term of less than 20 years after the latest maturity date of the relevant Loans secured by that Mortgage;
- (e) is repayable by the relevant Borrower and/or the relevant Mortgagor within 40 years of the relevant Closing Date;
- (f) has a True Balance not greater than SGD 4,000,000;
- (g) is a loan under which the Borrower or the Mortgagor (as the case may be) has made at least one monthly payment in respect thereof;

- (h) is not in arrears for more than 30 days;
- (i) is not a construction loan which has not been fully drawn down, renovation loan, overdraft or such other revolving facility;
- (j) is secured by a mortgage that constitutes a first ranking mortgage, save for (i) any charge registered or notified by the CPF Board in respect of the withdrawal of funds from the Mortgagor's account(s) with the CPF Board, (ii) any statutory charge in favour of the tax authority in respect of unpaid property tax, (iii) any charge registered in favour of the relevant management corporation of the estate comprising the Property in respect of unpaid amounts or contributions, (iv) any statutory charge in favour of the tax authority in respect of unpaid Estate duty (where applicable) and (v) any other charges arising under any written law; and
- (k) is not a Staff Mortgage Loan.

On the relevant Closing Date, the Representations and Warranties (described below in "*Representations and Warranties*") will be given by the Seller in respect of the Loans and their Related Security sold by the Seller to the Covered Bond Guarantor.

Transfer of title to the Non-CPF Loans to the Covered Bond Guarantor or a Purchaser

Non-CPF Loans and their Related Security (and any related Top-up Loans) will be sold by the Seller to the Covered Bond Guarantor pursuant to the terms of the Mortgage Sale Agreement. Such Non-CPF Loans and their Related Security (and any related Top-up Loans) will be sold by way of equitable assignment. As a result, legal title to all of the Non-CPF Loans and their Related Security (and any related Top-up Loans) will remain with the Seller until a notice of assignment is given by the Seller to the relevant Borrower, Mortgagor, surety, guarantor and/or any other relevant counterparty and the Non-CPF Loans and their Related Security (and any related Top-up Loans) are transferred by the Seller to the Covered Bond Guarantor (see below in relation to Converted Loans) and, where applicable, registered with the appropriate authority(ies). Legal assignment of the Non-CPF Loans and their Related Security (and any related Top-up Loans) (including, where appropriate, their registration or recording in the relevant property register) to the Covered Bond Guarantor will be deferred and will only take place in the limited circumstances described below.

The Seller shall, within 30 days after the earliest to occur of the following, submit or deliver all relevant documents, notifications, forms, instruments and applications to the relevant parties as may be necessary to effect the transfer of the legal title of the Non-CPF Loans and their Related Security (and any related Top-up Loans) (or, where specified, the Selected Loans) to (i) the Covered Bond Guarantor, or (ii) (where applicable) the Relevant Purchaser:

- (a) the occurrence of an Issuer Event of Default and service on the Issuer of an Issuer Acceleration Notice and the service on the Covered Bond Guarantor of a Notice to Pay (or, if earlier, following the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice), except that submission or delivery in respect of Selected Loans described in a Selected Loans Offer Notice is not required if the Seller has notified the Covered Bond Guarantor that it will accept the offer set out in the Selected Loans Offer Notice within the prescribed time;
- (b) in respect of Selected Loans only, at the request of the Covered Bond Guarantor following the acceptance of any offer to sell the Selected Loans to any Purchaser who is not the Seller;
- (c) the Seller and/or the Covered Bond Guarantor being required: (i) by law; (ii) by an order of a court of competent jurisdiction; (iii) by a regulatory authority which has jurisdiction over the Seller; or (iv) by any organisation of which the Seller is a member, or whose members comprise, but are not necessarily limited to, mortgage lenders and with whose instructions it is customary for the Seller to comply, to transfer legal title to the Non-CPF Loans;

- (d) the occurrence of an Insolvency Event in respect of the Seller;
- (e) the termination or resignation of the Seller as Servicer under the Servicing Agreement unless:
 - (i) at the relevant date of termination or resignation, any substitute servicer is a member of the DBS Group; or
 - (ii) the Security Trustee otherwise consents (such consent to be given if a Rating Agency Confirmation has been delivered by the Issuer to the Covered Bond Guarantor and the Security Trustee in respect of the termination or resignation of the Seller as Servicer);
- (f) the Seller requesting a transfer of legal title (i) to the Covered Bond Guarantor or (ii) (where applicable) the Relevant Purchaser, by giving notice in writing to the Covered Bond Guarantor and the Security Trustee; or
- (g) the Seller's long-term unsecured and unsubordinated debt obligations cease to be rated at least Baa3 by Moody's or BBB- by Fitch,

such events set out in (a) to (g) above, the "**Perfection Events**".

Where transfer of legal title is to be effected in respect of Non-CPF Loans and their Related Security (see below in relation to Converted Loans), a notice of assignment will be given by the Seller to the relevant Borrower, Mortgagor, surety, guarantor and/or any other relevant counterparty and the Non-CPF Loans and their Related Security (and any related Top-up Loans) will be transferred by the Seller to the Covered Bond Guarantor and, where applicable, registered with the appropriate authority(ies).

In respect of the transfer of title to CPF Loans and their Related Security (and any related Top-up Loans), please see the section "*Declaration of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee*".

Pending completion of the transfer, the right of the Covered Bond Guarantor to exercise the powers of the legal owner of the Mortgages will be secured by an irrevocable power of attorney granted by the Seller in favour of the Covered Bond Guarantor and the Security Trustee.

Except where any registration or recording may be pending at the Land Titles Registry, the Title Deeds and Loan Files relating to the Loans and their Related Security in the Portfolio (and any related Top-up Loans) will be held or controlled by or to the order of the Seller or the Servicer, as the case may be, or by solicitors acting for the Seller in connection with the creation of the Loans and their Related Security in the Portfolio (and any related Top-up Loans). The Seller or the Servicer, as the case may be, will undertake that all the Title Deeds and Loan Files relating to the Loans in the Portfolio which are at any time in their possession or under their control or held to their order will be held to the order of the Security Trustee or as the Security Trustee may otherwise reasonably direct.

Representations and Warranties

None of the Covered Bond Guarantor, the Assets Trustee, the Security Trustee or the Bond Trustee has made or has caused to be made on its behalf any enquiries, searches or investigations in respect of the Loans and their Related Security (and any related Top-up Loans) to be sold to the Covered Bond Guarantor. Instead, each is relying entirely on the Representations and Warranties by the Seller contained in the Mortgage Sale Agreement. The parties to the Mortgage Sale Agreement may waive or amend the Representations and Warranties, only if they have the prior written consent of the Security Trustee (which consent shall be given, amongst other things, if a Rating Agency Confirmation has been received). The Representations and Warranties include the following and are given on the relevant Closing Date in respect of the Loans and their Related Security to be sold to the Covered Bond Guarantor only on that date:

- (a) at the time the Seller entered into any Loan, it did so in good faith and for the purpose of carrying on its business and at the time it did so there were reasonable grounds for believing that the

transaction would benefit the Seller, and each loan was made substantially on the terms of the Standard Documentation without any material variation (subject only to exceptions as would be acceptable to a Reasonable, Prudent Mortgage Lender);

- (b) each Loan and its Related Security was originated in the Seller's ordinary course of business and, in all material respects, in accordance with the Seller's Lending Criteria in force at the time of its origination;
- (c) at the time the Seller entered into any Loan, it complied in all material respects with its internal "know your customer" requirements as applicable at the time of entry into such Loan;
- (d) if the Loan is a variable interest rate Loan, the terms of the Loan allow the Seller to change the applicable variable interest rate in accordance with the applicable Mortgage Conditions;
- (e) the Seller is under no obligation to make further amounts available under each Loan or its Related Security to any Borrower and/or any Mortgagor other than as required by applicable laws;
- (f) at the time the Seller entered into the Mortgage relating to each Loan, it complied in all material respects with MAS Notice 632 in effect at that point in time issued by the MAS to banks (as defined under the Banking Act) in respect of residential property loans from time to time;
- (g) each Loan is valid, binding and enforceable against the relevant Borrower(s), (if different) the relevant Mortgagor(s) and (if applicable) the relevant surety(ies) (except that enforceability may be limited by bankruptcy, insolvency, moratorium or other similar laws of general application relating to or affecting the rights of creditors and the court's discretion in relation to equitable remedies);
- (h) each Related Security secures the repayment of all advances, interest, costs and expenses payable by the relevant Borrower and/or Mortgagor in respect of the related Loan;
- (i) interest on each Loan is charged in accordance with the Mortgage Conditions applicable to the Loan;
- (j) prior to making a Loan, the Seller instructed or required to be instructed on its behalf solicitors to carry out all investigations and searches in relation to the relevant Property that would have been undertaken by the Seller acting in accordance with standards consistent with those of a Reasonable, Prudent Mortgage Lender lending to borrowers in Singapore;
- (k) prior to disbursing a Loan, an independent valuation may have been carried out or instructed by one of the then Seller's current panel managers (or, as applicable, an automated valuation was carried out as permitted under the lending criteria) on the relevant Property, and the results of any such obtained valuation would have been acceptable to a Reasonable, Prudent Mortgage Lender;
- (l) the Mortgage Conditions in respect of each Loan and Related Security require that a policy of fire insurance be arranged by or on behalf of the Borrower and (if different) the Mortgagor for each Property and such policy has actually been arranged;
- (m) at the time when a Loan was approved, to the best of the Seller's knowledge, the Seller had not received written notice of the bankruptcy, proceedings for bankruptcy, voluntary arrangement or similar insolvency process of the relevant Borrower, (if different) the relevant Mortgagor and/or the (if applicable) relevant surety(ies);
- (n) the Loans comply with the Eligibility Criteria;
- (o) no Loan constitutes a New Loan Type in respect of which no Rating Agency Confirmation has been received that such New Loan Type may be sold to the Covered Bond Guarantor;

- (p) each of the Borrowers is an individual and was (for Loans completed prior to 1 March 2009) at least 21 years of age or (for Loans completed on or after 1 March 2009) at least 18 years of age at the time of completion of the Loan;
- (q) each of the Mortgagors is an individual and was at least 21 years of age at the time of completion of the Loan;
- (r) each of the guarantor(s) of the Loan is an individual and was (for Loans completed prior to 1 March 2009) at least 21 years of age or (for Loans completed on or after 1 March 2009) at least 18 years of age at the time of completion of the Loan;
- (s) the Seller is the sole legal and beneficial owner of each Loan and its Related Security and no prior ranking security interest over any Loan or its Related Security exists other than the Seller's, save for (i) any charge registered or notified by the CPF Board in respect of the withdrawal of funds from the Mortgagor's account(s) with the CPF Board, (ii) any statutory charge in favour of the tax authority in respect of unpaid property tax, (iii) any charge registered in favour of the relevant management corporation of the estate comprising the Property in respect of unpaid amounts or contributions, (iv) any statutory charge in favour of the tax authority in respect of unpaid estate duty (where applicable) and (v) any other charges arising under any written law;
- (t) all approvals and consents necessary to permit an equitable or beneficial transfer of, or a declaration of trust over (i) the Loans and (ii) their Related Security to be sold under the Mortgage Sale Agreement (or in the case of CPF Loans and their Related Security, to be subject to the terms of the Assets Trust) have been obtained (including consents of insurers for assignment of rights and interests under relevant insurance policies), save for the consent from the CPF Board to the transfer of CPF Loans, Converted Loans and their Related Security to the Replacement Assets Trustee or a Relevant Purchaser;
- (u) the Seller holds in its possession or control the Title Deed in relation to the Property, the relevant Loan File and the Mortgage;
- (v) the Seller has, since the making of each Loan, kept or procured the keeping of full and proper accounts, books and records showing all material transactions and all material notices relating to such Loan;
- (w) all authorisations, approvals, licences or consents required as appropriate for the Seller to enter into or perform its material obligations under the Mortgage Sale Agreement have been obtained, save for the consent from the CPF Board to the transfer of CPF Loans, Converted Loans and their Related Security to a Purchaser(s) or the Replacement Assets Trustee;
- (x) the Seller has only agreed to revise the Loans interest rates to the extent that a Reasonable, Prudent Mortgage Lender would do so in similar circumstances; and
- (y) each of the Mortgages has been duly stamped.

If New Loan Types are to be sold to the Covered Bond Guarantor, then the Representations and Warranties in the Mortgage Sale Agreement will be waived or modified as required to accommodate these New Loan Types, *provided that* a Rating Agency Confirmation has been received in respect of any such modification and the Cash Manager has certified that such waiver or amendment will not have a material adverse effect. The prior consent of the Covered Bondholders to the requisite amendments will not be required to be obtained. In relation to the sale of New Loan Types to the Covered Bond Guarantor, the Seller shall procure that legal opinions opining on, amongst other things, the "true-sale" of such New Loan Types be provided to the Covered Bond Guarantor and the Security Trustee in such form as may be reasonably required by the Security Trustee and the Covered Bond Guarantor.

Repurchase of Loans

If the Seller receives a Loan Repurchase Notice from the Covered Bond Guarantor or the Cash Manager on behalf of the Covered Bond Guarantor identifying a Loan or its Related Security in the Portfolio which does not, as at the relevant Closing Date, materially comply with the Representations and Warranties set out in the Mortgage Sale Agreement, then the Seller will be required to (i) (in the case of Non-CPF Loans) repurchase such Non-CPF Loan (or, as the case may be, such Defaulted Loan and/or Converted Loan) and its Related Security (and any related Top-up Loans), or (ii) (in the case of CPF Loans) repurchase the relevant CPF Loans and their Related Security (and any related Top-up Loans) (including, for the avoidance of doubt, where legal title to such CPF Loans and their Related Security (and any related Top-up Loans) have been transferred to a Replacement Assets Trustee) that are included in the Portfolio.

The repurchase price payable upon the repurchase of any Loan (or, as the case may be, Defaulted Loan and/or Converted Loan) is an amount (not less than zero) equal to the True Balance of such Loan (or, as the case may be, Defaulted Loan and/or Converted Loan) and expenses as at the date of completion of such repurchase or re-transfer or purchase or transfer, such repurchase price to be subsequently adjusted to take into account Arrears of Interest and Accrued Interest received by the Seller under such Loan (or, as the case may be, Defaulted Loan and/or Converted Loan) in the period up to (but excluding) the relevant repurchase date in respect of such Loan (see "*Repurchase adjustment in respect of Non-CPF Loans*" and "*Summary of the Principal Documents — Declaration of Assets Trust — Repurchase adjustment in respect of CPF Loans and Top-up Loans*"). Any repurchase proceeds received from the sale of such Loan (or, as the case may be, Defaulted Loan and/or Converted Loan) and its Related Security by (in the case of Non-CPF Loans) the Covered Bond Guarantor or (in the case of CPF Loans) the Assets Trustee (or the Covered Bond Guarantor) will be applied in accordance with the relevant Priority of Payment. See "*Cashflows and Priorities of Payments*". The repurchase price payable upon the repurchase of any related Top-up Loan is an amount (not less than zero) equal to the outstanding balance of the Top-up Loan as at the relevant repurchase date, such repurchase price to be subsequently adjusted to take into account any accrued interest and any amounts due in respect of such Top-up Loan received by the Seller under such Top-up Loan in the period to (but excluding) the relevant repurchase date in respect of such Top-up Loan (see "*Summary of the Principal Documents — Declaration of Assets Trust — Repurchase adjustment in respect of CPF Loans and Top-up Loans*"). Any repurchase proceeds received from the sale of such Top-up Loan shall be applied outside the Priorities of Payments towards the repayment of the Ancillary Intercompany Loan.

Upon completion of the purchase or repurchase by the Seller of any CPF Loan and its Related Security (and any related Top-up Loans) in accordance with the Mortgage Sale Agreement and Declaration of Assets Trust, such CPF Loan and its Related Security (and any related Top-up Loans) shall thereupon be released and shall cease to form part of the Trust Assets.

General ability to repurchase

Prior to the occurrence of an Issuer Event of Default, the Seller may from time to time offer to (in the case of Non-CPF Loans) repurchase a Non-CPF Loan and its Related Security (and any related Top-up Loans) from the Covered Bond Guarantor for a purchase price of not less than the aggregate True Balance of the relevant Loan. The Covered Bond Guarantor may accept such offer at its discretion.

Prior to the occurrence of an Issuer Event of Default, the Seller may from time to time offer to (in the case of CPF Loans) repurchase a CPF Loan and its Related Security, as more particularly described in "*Summary of the Principal Documents — Declaration of Assets Trust — General Ability to Repurchase*".

Defaulted Loans

If a Seller receives a Defaulted Loans Notice from the Cash Manager identifying any Defaulted Loan, then that Defaulted Loan will be attributed a reduced weighting in the calculation of the Asset Coverage Test and the Amortisation Test as at the relevant Calculation Date. In addition, the Seller may, at its option, (in

the case of Non-CPF Loans) repurchase a Defaulted Loan and its Related Security (and any related Top-up Loans) or (in the case of CPF Loans) accept surrender of the Trust Assets relating to such CPF Loans and their Related Security (and any related Top-up Loans) from the Covered Bond Guarantor for an amount (not less than zero) equal to the True Balance of the Defaulted Loan and the outstanding balance of any related Top-up Loans as at the date of completion of such repurchase, such repurchase price to be subsequently adjusted to take into account, *inter alia*, arrears of interest and accrued interest received by the Seller under such Loan or Top-up Loan in the period up to (but excluding) the relevant repurchase date in respect of such Loan (see “*Repurchase adjustment in respect of Non-CPF Loans*” and “*Summary of the Principal Documents — Declaration of Assets Trust — Repurchase adjustment in respect of CPF Loans and Top-up Loans*”).

Converted Loans

A Non-CPF Loan becomes a Converted Loan in circumstances where a Mortgagor of a Non-CPF Loan has obtained the CPF Withdrawal Approval after the Closing Date but prior to the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice (whichever is earlier). The Seller (as legal mortgagee) is entitled to notice of such approval and may, at its option, offer to repurchase such Converted Loan and its Related Security (and any related Top-up Loans) from the Covered Bond Guarantor prior to such withdrawal. No consent from the CPF Board is required for such repurchase prior to withdrawal of CPF Funds (and the Seller is entitled to participate in the documentary process which is a pre-requisite for the Mortgagor making such withdrawal). The repurchase price shall be an amount (not less than zero) equal to the True Balance of the Converted Loan and any expenses as at the date of completion of such repurchase, such repurchase price to be subsequently adjusted to take into account, *inter alia*, Arrears of Interest and Accrued Interest received by the Seller under such Loan in the period up to (but excluding) the relevant repurchase date in respect of such Loan (see “*Repurchase adjustment in respect of Non-CPF Loans*” and “*Summary of the Principal Documents — Declaration of Assets Trust — Repurchase adjustment in respect of CPF Loans and Top-up Loans*”).

If the Seller does not repurchase such Converted Loan and its Related Security prior to such withdrawal of CPF Funds, the prior approval of the CPF Board would be required for a transfer of the legal title to a Purchaser or third party. As described below, Converted Loans are excluded from the Asset Coverage Test and the Amortisation Test.

Right of pre-emption

Under the terms of the Mortgage Sale Agreement, the Seller has a right of pre-emption in respect of any sale, in whole or in part, of Selected Loans (and any related Top-up Loans).

The Covered Bond Guarantor (in respect of Non-CPF Loans and their Related Security (and any related Top-up Loans)) and/or the Assets Trustee (in respect of CPF Loans and their Related Security (and any related Top-up Loans)) will serve on the Seller a Selected Loans Offer Notice offering to sell (or surrender as the case may be) Selected Loans at an offer price, in the case of the Selected Loans, equal to: (a) where the Selected Loans Offer Notice is given following a breach of the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds and the Pre-Maturity Liquidity Ledger is not funded by the required amount, the greater of the then True Balance of the Selected Loans and the Adjusted Required Redemption Amount; (b) where the Selected Loans Offer Notice is given following the service of an Asset Coverage Test Breach Notice but prior to the service of a Notice to Pay, the True Balance of the Selected Loans; or (c) where the Selected Loans Offer Notice is given following the service of a Notice to Pay, the greater of the True Balance of the Selected Loans and the Adjusted Required Redemption Amount, in each case subject to the offer being accepted by the Seller within 20 Singapore Business Days. The related Top-up Loans, if any, will be offered for an offer price equal to the outstanding balance of the related Top-up Loans, such offer price to be subsequently adjusted to take into account any accrued interest and any other amounts due in respect of such Top-up Loans received by the Seller under such Top-up Loans in the period up to (but excluding) the relevant transfer date in respect of such Top-up Loans (see “*Summary*

of the Principal Documents — Declaration of Assets Trust — Repurchase adjustment in respect of CPF Loans and Top-up Loans”).

If an Issuer Event of Default has occurred but no liquidator or judicial administrator has been appointed in respect of the Seller, the Seller’s right to accept the offer (and therefore its right of pre-emption) will be conditional upon the delivery by the Seller of a solvency certificate to the Covered Bond Guarantor and the Security Trustee. If the Seller rejects the Covered Bond Guarantor’s offer or fails to accept it in accordance with the foregoing, the Covered Bond Guarantor will offer to sell the Selected Loans to other Purchasers (see “Establishment Deed — Method of Sale of Selected Loans”).

If a Seller validly accepts the Covered Bond Guarantor’s and/or the Assets Trustee’s (as the case may be) offer to sell (or surrender as the case may be) the Selected Loans, the Covered Bond Guarantor and/or the Assets Trustee (as the case may be) shall within three Singapore Business Days of receipt of such acceptance, serve a Selected Loans Repurchase Notice on the Seller. The Seller shall promptly sign and return a duplicate copy of the Selected Loans Repurchase Notice and shall repurchase or accept surrender (as the case may be) from the Covered Bond Guarantor and/or the Assets Trustee (as the case may be), free from the Security created by and pursuant to the Singapore Deed of Charge, the relevant Selected Loans referred to in the relevant Selected Loans Repurchase Notice. The Covered Bond Guarantor shall direct the Assets Trustee to accept surrender of the beneficial interest of the Covered Bond Guarantee Beneficiary in the related Trust Assets in accordance with the Declaration of Assets Trust. Completion of the purchase of the Selected Loans by the Seller shall take place on the Covered Bond Guarantee Payment Date next occurring after receipt by the Seller of such Selected Loans Repurchase Notice or such date as the Covered Bond Guarantor and/or the Assets Trustee (as the case may be) may direct in the Selected Loans Repurchase Notice (*provided that* such date shall not be later than the earlier to occur of the date which is: (a) 10 Singapore Business Days after receipt by the Covered Bond Guarantor and/or the Assets Trustee (as the case may be) of the returned Selected Loans Repurchase Notice; and (b) the Maturity Date, as applicable, of the relevant Series of Hard Bullet Covered Bonds or of the Earliest Maturing Covered Bonds).

For the purposes hereof:

(a) **Adjusted Required Redemption Amount** means the SGD Equivalent of:

- (i) the Required Redemption Amount,
plus (if an amount is payable by the Covered Bond Guarantor) or minus (if an amount is payable to the Covered Bond Guarantor)
- (ii) any swap termination amounts (other than Excluded Swap Termination Amounts) payable to or by the Covered Bond Guarantor under the relevant Covered Bond Swap Agreement in respect of the relevant Series of Covered Bonds,
plus (if an amount is payable by the Covered Bond Guarantor) or minus (if an amount is payable to the Covered Bond Guarantor)
- (iii) any swap termination amounts (other than Excluded Swap Termination Amounts) payable to or by the Covered Bond Guarantor under the relevant Interest Rate Swap Agreement in respect of the relevant Series of Covered Bonds,

minus

- (iv) amounts standing to the credit of the Transaction Account and any Authorised Investments and/or Substitution Assets (excluding all amounts to be applied on the next following Covered Bond Guarantee Payment Date to pay or repay higher ranking amounts in the Guarantee Priority of Payments and those amounts that are required to repay any Series of Covered

Bonds which mature prior to or on the same date as the relevant Series of Covered Bonds);
and

- (b) **Required Redemption Amount** means, in respect of a Series of Covered Bonds, the outstanding nominal amount of the relevant Series of Covered Bonds:

Repurchase adjustment in respect of Non-CPF Loans

On or before the second Covered Bond Guarantee Payment Date falling after the relevant date of completion of any repurchase by the Seller of any Non-CPF Loans and their Related Security (and any related Top-up Loans) (such date, the **Non-CPF Loans Repurchase Completion Date**), the Seller shall pay to the Covered Bond Guarantor an amount equal to all the Arrears of Interest and Accrued Interest on the Non-CPF Loans and their Related Security, and any accrued interest and other amounts due in respect of the related Top-up Loans, repurchased from the Covered Bond Guarantor up to (but excluding) the relevant Non-CPF Loans Repurchase Completion Date. To the extent the Seller receives less interest in respect of the repurchased Non-CPF Loans and their Related Security (and any related Top-up Loans) than is scheduled to be received, the Seller shall apply the funds received first towards payment of Arrears of Interest and Accrued Interest on such repurchased Non-CPF Loans and their Related Security, and any accrued interest and other amounts due in respect of the related Top-up Loans, to the Covered Bond Guarantor ahead of distributing such funds for its own account.

Repurchase adjustments in respect of CPF Loans are more particularly described in “*Summary of the Principal Documents — Declaration of Assets Trust — Repurchase adjustment in respect of CPF Loans and Top-up Loans*”.

The Mortgage Sale Agreement is governed by Singapore law.

All Monies Mortgages and the Covered Bond Guarantor Declaration of Trusts

Some of the Mortgages for the Loans to be included in the Portfolio may constitute “all monies security” in that they stand as security for Associated Debt as well as for a Loan and any related Top-up Loans extended by the Seller to the Borrower or the Mortgagor (as the case may be) (each, an “**All Monies Mortgage**” and together, the “**All Monies Mortgages**”). An All Monies Mortgage will be enforceable on the occurrence of a default by a Borrower or a Mortgagor either under a Loan, Top-up Loan or any Associated Debt secured by the relevant All Monies Mortgage.

Pursuant to the terms of the Mortgage Sale Agreement, the Seller will transfer to the Covered Bond Guarantor all its rights under each of the All Monies Mortgages relating to Non-CPF Loans by way of equitable assignment and will procure that the proceeds of enforcement of each of the All Monies Mortgages are paid to the Covered Bond Guarantor by payment into an account to be specified by the Covered Bond Guarantor. Pursuant to the terms of the Declaration of Assets Trust, the Seller will transfer to the Covered Bond Guarantee Beneficiary all its rights under each of the All Monies Mortgages relating to the CPF Loans by way of declaration of trust and will procure that the proceeds of enforcement of each All Monies Mortgage are paid to the Covered Bond Guarantee Beneficiary by payment into an account to be specified by the Covered Bond Guarantee Beneficiary. The All Monies Trustee, pursuant to the declaration of trusts (the “**Covered Bond Guarantor Declaration of Trusts**”), will declare a separate trust over the All Monies Trust Property (as defined below) in favour of itself (or the Covered Bond Guarantee Beneficiary), as to the Covered Bond Guarantor Share, and the Seller, as to the Seller Share, absolutely as to both capital and income, as beneficial tenants in common.

“**All Monies Trust Property**” means (in respect of each All Monies Trust):

- (a) all rights, estate, title, interests, benefits and remedies of the Covered Bond Guarantor or, as the case may be, the Covered Bond Guarantee Beneficiary (both present and future) in and under the

All Monies Mortgage acquired under the terms of the Mortgage Sale Agreement or, as the case may be, the Declaration of Assets Trust;

- (b) the proceeds of enforcement of the All Monies Mortgage referred to in (a) above and the Related Security referred to in (d) below which secures sums due by the relevant Borrower and/or the relevant Mortgagor under the relevant Loan(s), the relevant Top-up Loan(s) and/or the relevant Associated Debt;
- (c) all amounts referable to the proceeds of enforcement of the relevant All Monies Mortgage and Related Security referred to in (b) above standing to the credit of the Covered Bond Guarantor Trust Account from time to time;
- (d) all rights, estate, title, interests, benefits and remedies of the All Monies Trustee (both present and future) in and under any Related Security acquired under the terms of the Mortgage Sale Agreement and the Declaration of Assets Trust which may respond to all liabilities of the relevant Borrower and/or Mortgagor incurred or to be incurred in relation to the relevant Loan(s), relevant Top-up Loan(s) and/or the relevant Associated Debt;
- (e) any additions to the All Monies Trust Property acquired after the date of the Covered Bond Guarantor Declaration of Trusts; and
- (f) all assets representing the above from time to time or derived therefrom or created or acquired by the All Monies Trustee in that capacity from time to time.

“All Monies Trust” means the separate trust of each All Monies Mortgage (and other All Monies Trust Property representing, derived from or relating to that All Monies Mortgage) declared by the All Monies Trustee in favour of the All Monies Beneficiaries pursuant to the Covered Bond Guarantor Declaration of Trusts.

“All Monies Beneficiaries” means in relation to an All Monies Trust, the Covered Bond Guarantor (or, as the case may be, the Covered Bond Guarantee Beneficiary) and the Seller as beneficiaries of such All Monies Trust.

The Covered Bond Guarantor Share of the principal of each separate All Monies Trust will be an amount of All Monies Trust Property equal to the True Balance of the Loan(s) plus any Accrued Interest and Arrears of Interest on those Loans and the outstanding balance of any related Top-up Loan(s), plus any accrued interest on those Top-up Loan(s), secured by the relevant All Monies Mortgage and any other Related Security held on that All Monies Trust and any other amounts due in respect thereof. The Seller Share of the principal of each separate All Monies Trust will be an amount of All Monies Trust Property equal to the outstanding balance of any relevant Associated Debt which the Seller is entitled to, plus any amount recoverable in respect of such Associated Debt (including but not limited to any accrued interest on such Associated Debt), secured by the relevant All Monies Mortgage and any other Related Security held on that All Monies Trust. The Covered Bond Guarantor Share and the Seller Share of any income of each All Monies Trust shall be in the same proportions which their respective shares of the principal of the relevant All Monies Trust bear to the total principal of the relevant All Monies Trust. In applying the proceeds of enforcement of the All Monies Trust Property, the All Monies Trustee shall ensure that (to the extent that a Mortgagor has utilised CPF Funds in connection with the Property) the relevant amount will be refunded to that Mortgagor’s CPF account(s) in accordance with the priority of distributions set out in the section *“Regulation/Legal Aspects of the Singapore Residential Mortgage Market — CPF Board”*. In any case, the Seller’s share of the All Monies Trust Property in respect of each All Monies Mortgage will be subordinated to the Covered Bond Guarantor’s share of the All Monies Trust Property in respect of each All Monies Mortgage.

The Seller may direct the Servicer in respect of the enforcement of the All Monies Mortgage relating to the Associated Debt. If in the reasonable opinion of the Seller it is necessary for any of the Associated Debt to

be assigned or transferred to the Covered Bond Guarantor so as to enable recovery of such Associated Debt under or in connection with the All Monies Mortgage and/or any other Related Security, the Seller may request and the Covered Bond Guarantor shall, subject to applicable laws and regulations (including MAS Notice 648), agree to purchase such Associated Debt. The purchase of an Associated Debt shall be funded by the Covered Bond Guarantor using Deemed Ancillary Intercompany Loan Advances and after such purchase, the Associated Debt shall be deemed to be a Top-up Loan and (if such Associated Debt is related to a CPF Loan) shall constitute new Trust Assets and the Covered Bond Guarantee Beneficiary shall on the completion date of such purchase make an Additional Contribution.

For the avoidance of doubt, All Monies Mortgages are administered by the Servicer in the same manner as are all other Mortgages.

The Covered Bond Guarantor Declaration of Trusts is governed by Singapore law.

Declaration of Assets Trust

Pursuant to the terms of the Declaration of Assets Trust between the Assets Trustee, the Security Trustee, the Seller, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the All Monies Trustee, the Assets Trustee established the Assets Trust. The Assets Trust is a trust formed under Singapore law with the Assets Trustee as trustee for the benefit of the Covered Bond Guarantee Beneficiary.

Trust Property

In accordance with and pursuant to the terms of the Declaration of Assets Trust, the Assets Trustee declares itself as trustee and that it holds and agrees to hold:

- (a) (in respect of the Initial Portfolio) all the Seller's present and future rights, estate, title, interests, benefits and remedies in and to each and every CPF Loan and Related Security comprised in the Initial Portfolio and any related Top-up Loans; and
- (b) (in respect of each New Portfolio) all the Seller's present and future rights, estate, title, interests, benefits and remedies in and to each and every CPF Loan and Related Security comprised in such New Portfolio and any related Top-up Loans,

on and from the First Closing Date on trust absolutely as to both capital and income for the Covered Bond Guarantee Beneficiary, upon, with and subject to the trusts, powers and provisions of the Declaration of Assets Trust (such trust, the "**Assets Trust**") and the Assets Trustee and the Covered Bond Guarantee Beneficiary agree that the Assets Trustee shall deal with all Principal Receipts and Revenue Receipts in respect of the CPF Loans and their Related Security comprised in the Portfolios (and any related Top-up Loans) and/or, as the case may be, receipts from the enforcement of any Related Security related to a CPF Loan and/or any other receipts from the Trust Assets (including any Top-up Loans) in accordance with the terms of the Declaration of Assets Trust.

The Covered Bond Guarantee Beneficiary has covenanted in the Singapore Deed of Charge that it shall not call, request or act in any manner to transfer legal title in any of the Trust Assets from the Assets Trustee to itself without the prior written consent of the Security Trustee. The Security Trustee has covenanted in the Singapore Deed of Charge that it shall not consent to any such transfer of legal title in the Trust Assets to the Covered Bond Guarantee Beneficiary in any circumstances.

In respect of any CPF Loan and any Top-up Loan which is at such time part of the Trust Assets, upon and after any increase in the True Balance in respect of such CPF Loan and/or any increase in the outstanding balance of such Top-up Loan after the relevant Closing Date, the increase in such True Balance of such CPF Loan and/or any increase in the outstanding balance of such Top-up Loan (and, for the avoidance of doubt, the rights to receive increased payment amounts from Borrowers, Mortgagors, sureties, guarantors

and/or any other relevant persons as a result thereof) shall automatically be added to and form part of the Trust Assets and be held on trust by the Assets Trustee. The Covered Bond Guarantee Beneficiary shall on each Covered Bond Guarantee Payment Date and by way of consideration in respect of such increase in the True Balance of such CPF Loan and/or any increase in the outstanding balance of such Top-up Loan during the immediately preceding Calculation Period, pay on such Covered Bond Guarantee Payment Date (as calculated on the immediately preceding Calculation Date by the Cash Manager) to the Assets Trustee an Additional Contribution equal to the amount of such increase in the True Balance or increase in the outstanding balance. The Seller, the Assets Trustee and the Covered Bond Guarantee Beneficiary acknowledge that in accordance with and subject to the fulfilment of the conditions set out in the Intercompany Loan Agreement, an increase in the True Balance of a CPF Loan comprised in the Portfolio shall be funded by the application of the relevant Deemed Advance. If the Deemed Advance Preconditions set out in the Intercompany Loan Agreement have not been satisfied on the relevant Calculation Date or Covered Bond Guarantee Payment Date (as applicable) then, in accordance with the terms of the Subordinated Loan Agreement, the amount that would otherwise have constituted a Deemed Advance will, instead, constitute a Deemed Subordinated Advance in accordance with the terms of the Subordinated Loan Agreement.

Contributions to the Assets Trust

Subject to compliance with the Eligibility Criteria (as defined in “*Summary of the Principal Documents — Mortgage Sale Agreement — Conditions to Sale of Non-CPF Loans and their Related Security or declaration of trust in respect of CPF Loans and their Related Security and Eligibility Criteria*”), the Covered Bond Guarantor will use part of the initial Advance to pay to the Seller as consideration for acquiring an interest in the CPF Loans and their Related Security contributed by the Seller on the First Closing Date to the Assets Trust in accordance with the terms of the Declaration of Assets Trust.

Subject to compliance with the Eligibility Criteria, the Covered Bond Guarantor will use additional Advances to make Additional Contributions to the Assets Trustee to acquire New Loans which are CPF Loans and their Related Security from the Seller. The Additional Contribution shall be an amount equal to the True Balance of such CPF Loans and the outstanding balance of such Top-up Loans comprising the New Portfolio. Any Additional Contributions shall be funded by the Covered Bond Guarantee Beneficiary from, as applicable, (i) Available Principal Receipts subject to and in accordance with the applicable Priority of Payments and/or (ii) the proceeds of any Advance pursuant to the Intercompany Loan Agreement and/or (iii) the proceeds of any Subordinated Advance pursuant to the Subordinated Loan Agreement and/or (iv) (if applicable due to the inclusion of any Top-up Loans (or any increase in the outstanding balance thereof)) the proceeds of any Deemed Ancillary Intercompany Loan Advances pursuant to the Ancillary Intercompany Loan Agreement, in each case subject to and in accordance with the provisions of the Declaration of Assets Trust and the Establishment Deed.

Pursuant to the terms of the Declaration of Assets Trust, the Covered Bond Guarantor has agreed from time to time to pay a Deferred Contribution to the Assets Trustee subject to Deferred Contribution Consideration being paid to the Seller in accordance with the relevant Priorities of Payment. Such Deferred Contributions shall be deemed to be paid to the Assets Trustee if Deferred Contribution Consideration is made to the Seller by the Covered Bond Guarantee Beneficiary (or the Assets Trustee on its behalf) in accordance with the relevant Priorities of Payments. Deferred Contributions will not form part of the Trust Assets on payment to the Seller.

Prior to the occurrence of a Covered Bond Guarantor Event of Default, in connection with the acquisition of CPF Loans and their Related Security, the Covered Bond Guarantor may acquire an interest in any related Top-up Loans from the Seller (such interest to form part of the Trust Assets and to take effect as of a subsequent Calculation Date, as agreed between the Seller and the Covered Bond Guarantor), such Top-up Loans to be funded by the Deemed Ancillary Intercompany Loan Advances under the Ancillary Intercompany Loan Agreement.

A Top-up Loan may be used by the Borrower and/or the Mortgagor for purposes other than the financing or refinancing the acquisition of a residential property the repayment of which is subordinated to such Loan and any CPF Funds withdrawn to finance or service such Loan in terms of priorities of repayment. Top-up Loans will not be taken into account in the calculation of the Asset Coverage Test.

The Assets Trustee makes the Representations and Warranties set out in the section above headed “*Summary of the Principal Documents — Mortgage Sale Agreement — Representations and Warranties*” as at each Closing Date to the Covered Bond Guarantee Beneficiary and the Security Trustee, and all subject to the repurchase provisions (see “*Summary of the Principal Documents — Mortgage Sale Agreement — Repurchase of Loans*”).

In respect of a Closing Date and after receipt thereof, the Covered Bond Guarantee Beneficiary or the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) shall make certain adjustments to the purchase price, (see “*Summary of the Principal Documents — Mortgage Sale Agreement — Adjustment of the purchase price*”).

The Seller will also be required to repurchase such CPF Loans and their Related Security (and any related Top-up Loans) sold to the Covered Bond Guarantor or to which a trust had been declared in favour of the Covered Bond Guarantee Beneficiary in the circumstances described above under “*Summary of the Principal Documents — Mortgage Sale Agreement — Repurchase of Loans*”.

Distributions of principal and interest

Pursuant to the terms of the Cash Management Agreement, the Cash Manager will be responsible for providing cash management services to the Assets Trustee in respect of the Assets Trust and the calculations and payments to be made pursuant to, and in accordance with, the Declaration of Assets Trust and shall be responsible for, *inter alia*, determining and distributing interest amounts, principal amounts and Top-up Receipts on behalf of the Assets Trustee on each Covered Bond Guarantee Payment Date.

General ability to repurchase

Prior to the occurrence of an Issuer Event of Default, the Seller may from time to time offer to (in the case of CPF Loans) repurchase a CPF Loan and its Related Security (and any related Top-up Loans) and/or a Defaulted Loan (which is a CPF Loan) and its Related Security (and any related Top-up Loans). The Covered Bond Guarantee Beneficiary may accept such offer at its absolute discretion, and if it does so, the Covered Bond Guarantee Beneficiary shall accordingly release and surrender to the Assets Trustee and shall direct the Assets Trustee to accept surrender, free from the Security created by or pursuant to the Deeds of Charge, its interest in the relevant CPF Loan (or, as the case may be, the relevant Defaulted Loan and/or Top-up Loan) and its Related Security (and any related Top-up Loans). For the avoidance of doubt, such CPF Loan (or, as the case may be, the relevant Defaulted Loan) and its Related Security (and any related Top-up Loans) shall only cease to be Trust Assets upon receipt by the Covered Bond Guarantee Beneficiary of the Distribution in accordance with the Declaration of Assets Trust and the Mortgage Sale Agreement. For the avoidance of doubt, the consent of the Security Trustee shall not be required in respect of any such repurchase.

Repurchase adjustment in respect of CPF Loans and Top-up Loans

On or before the second Covered Bond Guarantee Payment Date falling after the relevant date of completion of any:

- (a) repurchase by the Seller of any CPF Loans and their Related Security (and any related Top-up Loans); and/or
- (b) surrender by the Covered Bond Guarantee Beneficiary to the Assets Trustee of its beneficial interest to any CPF Loans and their Related Security (and any related Top-up Loans) (such date, the “**CPF Loans Repurchase Completion Date**”),

the Seller shall pay to the Assets Trustee, an amount equal to all the Arrears of Interest and Accrued Interest on the CPF Loans and their Related Security and any accrued interest and any other amounts due in respect of the related Top-up Loans repurchased from the Covered Bond Guarantor, in each case, up to (but excluding) the relevant CPF Loans Repurchase Completion Date. To the extent the Seller receives less interest in respect of the repurchased CPF Loans and their Related Security (and any related Top-up Loans) than is scheduled to be received, the Seller shall apply the funds received first towards payment of Arrears of Interest and Accrued Interest on such repurchased CPF Loans and Related Security and any accrued interest and any other amounts due in respect of the related Top-up Loans to the Assets Trustee ahead of distributing such funds for its own account.

Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee

In certain limited circumstances following the occurrence of a Replacement Assets Trustee Event (as defined below), legal title to the CPF Loans and their Related Security (and any related Top-up Loans) may be required to be transferred to effect an appointment of a Replacement Assets Trustee. In the case of the transfer of Mortgages relating to CPF Loans and their Related Security or Selected Loans (which are CPF Loans) to the Replacement Assets Trustee or a Relevant Purchaser, the transfer of such Mortgages, such CPF Loans and their Related Security or such Selected Loans (which are CPF Loans) shall be subject to the Assets Trustee or the Covered Bond Guarantee Beneficiary having procured or caused to be procured any one of the Requisite CPF Loan Legal Title Transfer Approvals (unless the consent of the CPF Board to the transfer of the Mortgages relating to CPF Loans is not required in order for the transferee of such Mortgages to be accorded the priority of payments over the CPF Board in relation to the application of any proceeds from the realisation of the relevant Property). Prior to any one of the Requisite CPF Loan Legal Title Transfer Approvals being obtained and unless the consent of the CPF Board to the transfer of the Mortgages relating to CPF Loans is not required, the Covered Bond Guarantee Beneficiary and the Assets Trustee shall use reasonable endeavours to concurrently seek all of the Requisite CPF Loan Legal Title Transfer Approvals (set out in paragraphs (a) to (c) of the definition of such term) that are necessary to effect such transfer and for this purpose, the party procuring a Requisite CPF Loan Legal Title Transfer Approval relating to a Section 55B/C Transfer, and/or a Sections 210/212 Scheme shall use reasonable endeavours to:

- (i) (if the transferee is licensed to carry on banking business in Singapore) obtain such consents and/or certifications (including ministerial consents and/or certifications) or waiver of the requirement for such consents and/or certifications (in granting his consent, the Minister is entitled to appoint an independent party to assess and produce a report on the proposed Sections 210/212 Scheme);
- (ii) prepare, file, publish, submit, lodge, register and/or serve such reports, notices, summaries, supporting documents and court applications; and
- (iii) convene or arrange for such creditors meeting(s),

in each case, as may be required to obtain such Requisite CPF Loan Legal Title Transfer Approval.

Prior to any Requisite CPF Loan Legal Title Transfer Approval being obtained and unless the consent of the CPF Board to the transfer of the Mortgages relating to CPF Loans is not required in order for the transferee of such Mortgages to be accorded the priority of payments over the CPF Board in relation to the application of any proceeds from the realisation of the relevant Property, such relevant CPF Loans and their Related Security (and any related Top-up Loans) shall continue to be held by the Assets Trustee pursuant to the terms of the Declaration of Assets Trust and subject to the terms of the Transaction Documents (including, but not limited to, the Servicing Agreement).

In the event that the Covered Bond Guarantee Beneficiary and the Assets Trustee fail to obtain any one of the Requisite CPF Loan Legal Title Transfer Approvals in respect of a proposed transfer of the legal title to all or any Selected Loans (which are CPF Loans) to a Relevant Purchaser, the Declaration of Assets Trust sets out certain provisions for the Covered Bond Guarantee Beneficiary to assign absolutely its

beneficial interest in all or any Selected Loans (which are CPF Loans) to a purchaser. Any purchaser (including any subsequent purchaser) may assign its beneficial interest in all or any such Selected Loans (which are CPF Loans) to another purchaser (each purchaser a “**Beneficiary Assignee**”). The Covered Bond Guarantee Beneficiary and each Beneficiary Assignee shall have all rights and remedies in relation to such Selected Loans (which are CPF Loans) under the Assets Trust which are beneficially owned by it (including, but not limited to, the right to sell its beneficial interest to such other party as it may select).

The Assets Trustee or, as the case may be, the Replacement Assets Trustee, shall at all times segregate and keep separately identifiable the Selected Loans (which are CPF Loans) held by the Covered Bond Guarantee Beneficiary and each Beneficiary Assignee(s) to the extent of each of their respective beneficial interests in the Selected Loans (which are CPF Loans) under the Assets Trust.

In respect of a sale of Selected Loans which are CPF Loans and their Related Security (and any related Top-up Loans) to a Purchaser, please see the section “*Summary of the Principal Documents — Establishment Deed — Method of Sale of Selected Loans*”.

The Assets Trustee and the Covered Bond Guarantee Beneficiary shall, upon the occurrence of any of the events set out in paragraphs (a) to (f) below, use reasonable endeavours to appoint a Replacement Assets Trustee:

- (a) the occurrence of an Issuer Event of Default and service on the Issuer of an Issuer Acceleration Notice and the service on the Covered Bond Guarantor of a Notice to Pay (or, if earlier, following the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice), except that the appointment of a Replacement Assets Trustee in respect of Selected Loans (which are CPF Loans) described in a Selected Loans Offer Notice is not required if the Seller has notified the Covered Bond Guarantor and/or the Assets Trustee that it will accept the offer set out in the Selected Loans Offer Notice within the prescribed time;
- (b) the Assets Trustee and/or the Covered Bond Guarantee Beneficiary being required (i) by law; (ii) by an order of a court of competent jurisdiction; (iii) by a regulatory authority which has jurisdiction over the Seller; or (iv) by any organisation of which the Seller is a member, or whose members comprise, but are not necessarily limited to, mortgage lenders and with whose instructions it is customary for the Seller to comply, to transfer legal title to the CPF Loans;
- (c) the occurrence of an Insolvency Event in respect of the Assets Trustee;
- (d) the termination or resignation of the Seller as Servicer under the Servicing Agreement unless:
 - (i) at the relevant date of termination or resignation, any substitute servicer is a member of the DBS Bank Group; or
 - (ii) the Security Trustee otherwise consents (such consent to be given if a Rating Agency Confirmation has been delivered by the Issuer to the Covered Bond Guarantor and the Security Trustee in respect of the termination or resignation of the Seller as Servicer);
- (e) the Assets Trustee requesting a transfer of legal title to the Replacement Assets Trustee by giving notice in writing to the Covered Bond Guarantee Beneficiary and the Security Trustee; or
- (f) the Assets Trustee’s long-term unsecured and unsubordinated debt obligations cease to be rated at least Baa3 by Moody’s or BBB- by Fitch,

the events in (a) to (f) above, the “**Replacement Assets Trustee Events**”.

In the case of the occurrence of a Replacement Assets Trustee Event or, in the case of Selected Loans only, at the request of the Covered Bond Guarantee Beneficiary following the acceptance of any offer to sell the Selected Loans to any Purchaser who is not the Seller, the Assets Trustee shall within 30 days after the appointment of the Replacement Assets Trustee or such request by the Covered Bond Guarantee

Beneficiary, submit or deliver all relevant documents, notifications, forms, instruments and applications to the relevant parties as may be necessary to effect the transfer of the legal title of the CPF Loans and their Related Security (and any related Top-up Loans) (or, where specified below, the Selected Loans (which are CPF Loans)) to the Replacement Assets Trustee or (where applicable) the Relevant Purchaser.

“Requisite CPF Loan Legal Title Transfer Approval” means, in relation to a proposed transfer of the legal title to any CPF Loans and their Related Security (and any related Top-up Loans) held by the Assets Trustee under the Declaration of Assets Trust either to a Replacement Assets Trustee or as part of a sale of Selected Loans to a Purchaser, the following:

- (a) where the proposed transferee is an entity licensed to carry on banking business in Singapore, obtaining a Section 55B/C Court Order (as defined below) approving the transfer of that part of the Assets Trustee’s banking business that comprises legal title to such CPF Loans and their Related Security (including any related Top-up Loans) (without any requirement to obtain prior consent from the CPF Board prior to implementing such court-sanctioned Section 55B/C Transfer);
- (b) (whether or not the proposed transferee is an entity licensed to carry on banking business in Singapore) the prior consent of the CPF Board to effect such transfer of the Mortgages relating to such CPF Loans; and
- (c) where the proposed transferee is not an entity licensed to carry on banking business in Singapore, (1) a Sections 210/212 Court Order (as defined below) approving the transfer of that part of the Assets Trustee’s banking business that comprises legal title to such CPF Loans and their Related Security (including any related Top-up Loans), and (2) the prior consent from the CPF Board to such transfer of the Mortgages relating to such CPF Loans (or a confirmation from the CPF Board that such consent is not required).

Section 55B of the Banking Act

Section 55B of the Banking Act provides a mechanism for a bank to voluntarily transfer the whole or part of its business (including its non-banking business) to a transferee which is licensed by the MAS to carry on banking business in Singapore, and such business that may be transferred by a bank under this section includes a transfer of the legal title to any of the CPF Loans and their Related Security (and any related Top-up Loans) held in the Assets Trust. Under such section, a transferor would seek an order of the High Court of Singapore (which the court has the power to grant) which would transfer that part of the Assets Trustee’s banking business that comprises legal title to such CPF Loans and their Related Security (and, where applicable, any related Top-up Loans) pursuant to Sections 55A to C of Part VIIA of the Banking Act (a **“Section 55B/C Transfer”**) and which is sufficiently wide to obviate any requirement to seek the prior consent of the CPF Board to the transfer of Mortgages related to any CPF Loans held under the Declaration of Assets Trust. Such powers of the High Court of Singapore in relation to Sections 55B and 55C of the Banking Act are broad enough to (a) enable the High Court of Singapore (if it is prepared to) to grant an order which would entitle the Replacement Assets Trustee to the same rights and priorities as the Assets Trustee would have been entitled to in relation to the CPF Loans and their Related Security (and any related Top-up Loans) if the transfer had not taken place and (b) enable a transfer to be made in the absence of the consent of the CPF Board.

A Section 55B/C Transfer procedure may be undertaken by DBS Bank itself (in its capacity as Assets Trustee) or, be effected by the Covered Bond Guarantee Beneficiary acting in the name of DBS Bank as the Assets Trustee under the Assets Trustee Power of Attorney (including in a post-insolvency situation of DBS Bank) after the occurrence of any Replacement Assets Trustee Event.

Whether an order will be made approving the Section 55B/C Transfer will depend on the circumstances of the case and there is no guarantee that such an order will be made. In summary, the procedural requirements for a Section 55B/C Transfer are as follows:

- (1) before an application is made to the High Court of Singapore for a Section 55B/C Court Order:
 - (a) the transferor obtaining the consent of the Minister (who is charged by the Prime Minister of Singapore with responsibility for banking matters) or his certification that such consent is not required. In this regard, such Minister will consider whether the MAS has been satisfied that the transferee is a fit and proper person who will conduct the business prudently and comply with the provisions of the Banking Act, and whether it is in the national interest to grant such consent. Such Minister is entitled, in considering such grant of consent, to appoint a party to independently assess and produce a report on the proposed Section 55B/C Transfer;
 - (b) the transferor lodging a report with the MAS ("**Section 55B MAS Report**") setting out details of the transfer (with supporting documentation);
 - (c) (if the transferor and the transferee intend to serve on their respective customers a summary of the transfer) the transferor and the transferee filing a summary ("**Section 55B Customer Summary**") of the proposed transfer which is to be sent to the affected customers (i.e. the Borrowers and/or Mortgagors, as the case may be, under the relevant CPF Loans) for prior approval by the MAS;
 - (d) the transferor publishing in the Gazette and in such newspapers as the MAS requires, a notice of its intention to make such application together with such other particulars as may be prescribed by the MAS (such notice to be published not less than 15 days before such application is made and not earlier than one month after the Section 55B MAS Report is lodged with the MAS);
 - (e) the transferor and the transferee keeping at their respective offices in Singapore a copy of the Section 55B MAS Report for a period of 15 days after the publication of the notice in the Gazette, for the inspection by any person who may be affected by the transfer; and
 - (f) the transferor and the transferee serving a copy of the Section 55B MAS Report and the Section 55B Customer Summary (as approved by the MAS) on the Borrowers of the relevant CPF Loans at least 15 days before such application;
- (2) the transferor obtaining an order made by the High Court of Singapore approving a Section 55B/C Transfer and which is sufficiently wide to obviate any requirement to obtain the consent of the CPF Board to the transfer of the Mortgages related to such CPF Loans held under the Declaration of Assets Trust (a "**Section 55B/C Court Order**");
- (3) the transferor and the transferee each lodging within seven days of the Section 55B/C Court Order:
 - (a) a copy of the Section 55B/C Court Order with the Registrar of Companies;
 - (b) a copy of the Section 55B/C Court Order with the MAS; and
 - (c) a copy of the Section 55B/C Court Order certified true by the High Court of Singapore with the Singapore Land Authority; and
- (4) the transferor and the transferee executing, stamping, lodging and registering appropriate instruments with the Singapore Land Authority for the transfer and/or vesting of the mortgages.

Third parties who may have an interest in the Trust Assets (including the CPF Loans and their Related Security (and any related Top-up Loans)) such as the MAS, the CPF Board and relevant Borrowers and/or Mortgagors of the CPF Loans, may be entitled to file objections and supporting evidence thereof in advance of the relevant decision hearing.

Sections 55B and 55C of the Banking Act have previously been used in Singapore to effect a transfer of businesses between banks. For example, they were used in the transfer of business of (1) The Royal Bank

of Scotland N.V., Singapore Branch (formally known as ABN AMRO Bank N.V., Singapore Branch) to ABN AMRO II N.V., Singapore Branch in 2010, (2) HSBC Private Bank (Suisse) SA, Singapore Branch to The Hongkong and Shanghai Banking Corporation Limited, Singapore Branch in 2013 and (3) Société Générale Bank & Trust, Singapore Branch to DBS Bank Ltd. in 2014.

Consent of the CPF Board

In the absence of a Section 55B/C Court Order approving a Section 55B/C Transfer, the prior consent of the CPF Board will be required for the transfer of the Mortgages related to the CPF Loans to a proposed transferee of a CPF Loan and its Related Security (and any related Top-up Loans) (whether or not such transferee is an entity licensed to carry on banking business in Singapore). In deciding whether to consent to such a transfer, the CPF Board may consider the following factors. First, there are statutory provisions that facilitate the transfer from the Assets Trustee to the Replacement Assets Trustee of the legal title to the CPF Loans and their Related Security (and, where applicable, any related Top-up Loans) under the Assets Trust. Section 41 of the Trustees Act provides, generally, for vesting of trust property in new or continuing trustees appointed by deed. Section 41, however, does not obviate the need for the CPF Board's consent. Second, where the Replacement Assets Trustee or the Purchaser is a financial institution, the CPF Board may consider that the Replacement Assets Trustee or such Purchaser has the ability to manage the CPF Loans and their Related Security (and any related Top-up Loans), which may be preferable to the management of the CPF Loans and their Related Security (and any related Top-up Loans) by the Seller which is in a distressed situation (such as an Insolvency Event).

Sections 210 and 212 of the Companies Act

Sections 210 and 212 of the Companies Act provide a mechanism for the whole or any part of the undertaking or the property of a banking corporation incorporated in Singapore to be transferred to any transferee, which includes a transfer of the legal title to any of the CPF Loans and their Related Security (and any related Top-up Loans) held in the Assets Trust (a "**Sections 210/212 Scheme**"). The proposed transferee (that is a Singapore-incorporated company) does not need to be an entity licensed to carry on a banking business in Singapore (though it may need to satisfy the relevant licensing requirements under the Moneylenders Act or be exempt from such licensing requirements). A Sections 210/212 Scheme may not obviate the contractual requirement to obtain the CPF Board's consent to the transfer of legal title of the Mortgages related to any CPF Loans held under the Declaration of Assets Trust, and hence (following the procurement of the requisite court and other approvals to the Sections 210/212 Scheme) consent from the CPF Board will also need to be obtained prior to the implementation of such Sections 210/212 Scheme. A Sections 210/212 Scheme procedure may be undertaken by DBS Bank itself (in its capacity as Assets Trustee) or, be effected by the Covered Bond Guarantee Beneficiary acting in the name of DBS Bank as the Assets Trustee under the Assets Trustee Power of Attorney (including in a post-insolvency situation of DBS Bank) after the occurrence of any Replacement Assets Trustee Event.

Whether an order will be made approving the Sections 210/212 Scheme will depend on the circumstances of the case and there is no guarantee that such an order will be made. In broad terms, the requirements for a Sections 210/212 Scheme are:

- (1) obtaining the consent of the Minister (who is charged by the Prime Minister of Singapore with responsibility for banking matters) or certification that his consent is not required;
- (2) obtaining a court order (by a summary application) to summon a meeting of the Covered Bondholders;
- (3) obtaining the approval of a requisite majority of Covered Bondholders (a majority in number representing three-fourths (75%) in value of the outstanding nominal amount of all Covered Bonds) voting at the meeting either in person or by proxy provided, however, that this requirement for a majority in number may be obviated if the court so orders;

- (4) based on the Covered Bondholder approval above, obtaining an order made by the High Court of Singapore sanctioning a Sections 210/212 Scheme pursuant to Sections 210 and 212 of the Companies Act whereby that part of the Assets Trustee's banking business which comprises legal title to the CPF Loans and their Related Security (and any related Top-up Loans) is approved to be transferred (a "**Sections 210/212 Court Order**"). In considering whether to approve the scheme, the court is likely to consider, *inter alia*, (A) whether the scheme is fair and reasonable to the Covered Bondholders as a whole, (B) whether the applicant (DBS Bank or the Covered Bond Guarantor acting under the Assets Trustee Power of Attorney) and the majority Covered Bondholders who granted their approval to the scheme are acting *bona fide*, and (C) whether the minority of Covered Bondholders are being coerced to promote the interest of the majority Covered Bondholders who granted their approval to the scheme;
- (5) the transferor or the transferee lodging within seven days of the Sections 210/212 Court Order:
 - (a) a copy of the Sections 210/212 Court Order with the Registrar of Companies of Singapore; and
 - (b) a copy of the Sections 210/212 Court Order certified true by the High Court of Singapore with the Land Title Registry of the Singapore Land Authority; and
- (6) the transferor and the transferee executing, stamping, lodging and registering appropriate instruments with the Singapore Land Authority for the transfer and/or vesting of the Mortgages.

The consent of the CPF Board to implement such Sections 210/212 Court Order will also be required (see "*Consent of the CPF Board*"). Further, if the transfer of legal title to the CPF Loans and their Related Security (and any related Top-up Loans) is effected by way of a Sections 210/212 Court Order, this will weigh in favour of the CPF Board granting its consent to the transfer of the Mortgages related to such CPF Loans, as the presence of the relevant Sections 210/212 Court Order means the CPF Board would not be called on to make any decision with regard to who is the rightful party to the CPF Loans and their Related Security (and any related Top-up Loans).

Sections 210 (and 212) of the Companies Act have previously been used in Singapore to effect a transfer of businesses. For example, they were used in the integration of banking businesses between (1) DBS Finance Limited and DBS Bank Ltd in 2001, (2) Keppel TatLee Finance Limited and OCBC Finance Limited in 2002, (3) OCBC Finance Limited and Oversea-Chinese Banking Corporation Limited in 2003, and (4) Overseas Union Trust Limited and United Overseas Bank Limited in 2003.

Assets Trustee Power of Attorney

The Assets Trustee has, in connection with the creation of the Assets Trust, granted by way of deed poll to the Covered Bond Guarantee Beneficiary a power of attorney (the "**Assets Trustee Power of Attorney**") to, following the occurrence of a Replacement Assets Trustee Event, permit each of the Covered Bond Guarantee Beneficiary, each Beneficiary Assignee, the Security Trustee and the Replacement Assets Trustee appointed from time to time in respect of the Trust Assets to take certain actions in the name of the Assets Trustee to ensure the performance by the Assets Trustee of its obligations under the Declaration of Assets Trust, including, among other things:

- (a) to exercise the Assets Trustee's rights, powers and discretions under or in relation to the Declaration of Assets Trust, the Trust Assets and/or the Loans and their Related Security (and any related Top-up Loans) comprising the Trust Assets;
- (b) to demand, sue for, enforce and receive all monies due and payable under the Assets Trust; and
- (c) to open and maintain new account or accounts (including directing Borrowers and/or Mortgagors to pay into, withdraw from or close any such account) relating to any monies due and payable under

the Assets Trust or any other related rights thereunder or (without double counting) under the Loans and their Related Security comprising the Trust Assets.

Under the terms of the Assets Trustee Power of Attorney, the Covered Bond Guarantee Beneficiary may appoint a delegate to exercise its rights, powers and discretions under the Assets Trustee Power of Attorney.

Any Replacement Assets Trustee appointed following the occurrence of a Replacement Assets Trustee Event will grant a power of attorney, equivalent to the Assets Trustee Power of Attorney, to the Covered Bond Guarantee Beneficiary as part of its appointment.

CPF consent no longer required in future

In circumstances where the approval of the CPF Board is no longer required for the transfer or assignment of the Mortgage over a Property in order for the Covered Bond Guarantor (and any subsequent transferees as contemplated under the Transaction Documents) to be accorded the priority of payments over the CPF Board, the Transaction Documents envisage mechanics for such CPF Loans to be surrendered by the Covered Bond Guarantee Beneficiary from the Assets Trust and equitably assigned to the Covered Bond Guarantor under the Mortgage Sale Agreement. Following such surrender and re-assignment, such loan will be considered a "Non-CPF Loan". The defined terms "CPF Loans", "Non-CPF Loans" and "Top-up Loans", and the Transaction Documents generally, have been structured to cater for such possibility.

The Declaration of Assets Trust is governed by Singapore law.

Servicing Agreement

Pursuant to the terms of the Servicing Agreement entered into on 16 June 2015 (as amended, restated, supplemented or novated from time to time) among the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, DBS Bank (in its capacity as the Seller, the Servicer and the Assets Trustee) and the Security Trustee, the Servicer has agreed to provide administration and management services to the Covered Bond Guarantor (in respect of Non-CPF Loans and their Related Security (and any related Top-up Loans)) and the Assets Trustee and Covered Bond Guarantee Beneficiary (in respect of CPF Loans and their Related Security (and any related Top-up Loans)).

The Seller in its capacity as Servicer will be required to administer the Loans and their Related Security (and any related Top-up Loans) sold by the Seller to the Covered Bond Guarantor (or, as the case may be, contributed to the Assets Trust):

- (a) in accordance with the Servicing Agreement and to the extent not otherwise provided for in the Servicing Agreement, the Seller's Policy;
- (b) as if the Loans and their Related Security (and any related Top-up Loans) sold by the Seller to the Covered Bond Guarantor (or, as the case may be, contributed to the Assets Trust) had not been, or were not to be, sold or contributed but had remained, or were to remain, on the books of the Seller; and
- (c) exercising the same level of skill, care and diligence as would a Reasonable, Prudent Mortgage Lender.

The Servicer's actions in administering the Loans in accordance with its procedures will be binding on the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee and the Secured Creditors.

The Servicer will have the power to exercise the rights, powers and discretions and to perform the duties of the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Assets Trustee in relation to such Loans and their Related Security pursuant to the terms of the Servicing Agreement, and to do anything which it reasonably considers necessary or convenient or incidental to the administration of

those Loans and their Related Security (and any related Top-up Loans), *provided that* at any time after the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, the Servicer will not agree to any request by a Borrower or a Mortgagor (as the case may be) to apply for CPF Withdrawal Approval without the prior consent of the Covered Bond Guarantor.

Undertakings of the Servicer

Pursuant to the terms of the Servicing Agreement, the Servicer will undertake in relation to such Loans and their Related Security, *inter alia*, to:

- (a) keep records and books of account on behalf of the Covered Bond Guarantor, the Assets Trustee and the Covered Bond Guarantee Beneficiary in relation to the Loans, the Top-up Loans and their Related Security comprised in the Portfolio (including, for the avoidance of doubt, CPF Loans and their Related Security (together with any related Top-up Loans) held under the Assets Trust);
- (b) keep the Loan Files and Title Deeds in its possession or under its control in safe custody and clearly identified and maintain records necessary to enforce each Mortgage and, subject to applicable laws and regulations, to provide the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee and the Security Trustee with access to the Title Deeds and other records relating to the administration of the Loans and their Related Security;
- (c) maintain a register in respect of the Portfolio;
- (d) subject to applicable laws and regulations, make available, upon request and upon transfer of the legal title of the Loans and their Related Security, to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee and the Security Trustee a report on a monthly basis containing information about the Loans and their Related Security comprised in the Portfolio;
- (e) comply with all relevant notices issued by the MAS;
- (f) assist the Cash Manager in the production of a monthly asset coverage report in accordance with the Cash Management Agreement;
- (g) take all reasonable steps to recover all sums due to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Assets Trustee, including without limitation instituting proceedings and/or enforcing any Loan comprised in the Portfolio or its Related Security, using the discretion of a Reasonable, Prudent Mortgage Lender in applying the enforcement procedures forming part of the Seller's Policy; and
- (h) enforce any Loan which is in default in accordance with the Seller's enforcement procedures or, to the extent that such enforcement procedures are not applicable having regard to the nature of the default in question, with the usual procedures undertaken by a Reasonable, Prudent Mortgage Lender on behalf of the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Assets Trustee.

Right of delegation by the Servicer

The Servicer may from time to time sub-contract or delegate the performance of its powers and obligations under the Servicing Agreement, *provided that* it will nevertheless remain liable at all times for servicing the Loans and their Related Security (and any related Top-up Loans) comprised in the Portfolio and for the acts or omissions of any delegate or sub-contractor. Any such sub-contracting or delegation may be varied or terminated at any time by the Servicer.

Arrears management and handling of complaints

Pursuant to the terms of the Mortgage Sale Agreement and in accordance with Mortgage Conditions applicable to certain Loans, the Seller has prescribed policies relating to arrears management and handling of complaints which the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets

Trustee (and any subsequent purchaser thereof) will be required to adhere to following the transfer of Loans and their Related Security. Such arrears management and handling of complaints policies are consistent with those to be applied by the Servicer under the terms of the Servicing Agreement.

Remittances

If the Servicer has a Servicer's Remittance Rating or undertakes any other action which is notified to the Rating Agencies which otherwise satisfies the criteria of each of the Rating Agencies and which would not cause a downgrading or withdrawal of the then current rating of any of the Covered Bonds, the Servicer shall pay an amount equal to the aggregate of (i) the Principal Receipts and Revenue Receipts received during the Calculation Period relating to that Remittance Date and (ii) an amount equal to the interest that would have been earned on such Principal Receipts and Revenue Receipts received by it if they had been deposited into the Transaction Account three Singapore Business Days following receipt by the Servicer in its relevant collection account, less an amount equal to any Taxes payable in relation to those Principal Receipts and Revenue Receipts and any other amount the Seller may retain in accordance with any Transaction Document, as received from Borrowers and/or Mortgagors during a Calculation Period on the Remittance Date for that Calculation Period into the Transaction Account.

If the Servicer does not have a Servicer's Remittance Rating and does not undertake any other action which otherwise satisfies the criteria of each of the Rating Agencies and which would avoid a downgrading or withdrawal of the then current rating of any of the Covered Bonds, then the Servicer must pay all Principal Receipts and Revenue Receipts in its possession or control into the Transaction Account no later than the later of (i) two Singapore Business Days following receipt of such Principal Receipts and Revenue Receipts by the Servicer in its relevant collection account and (ii) two Singapore Business Days following the date upon which the Servicer does not have a Servicer's Remittance Rating if, by that date, the Servicer has not undertaken action which otherwise satisfies the criteria of each of the Rating Agencies and avoids a downgrading or withdrawal of the then current rating of the Covered Bonds.

If the Transaction Account is not maintained with the Account Bank or a member of the DBS Bank Group, all Principal Receipts and Revenue Receipts must be deposited by the Servicer into the Transaction Account no later than two Singapore Business Days following receipt of them by the Servicer in its relevant collection account.

Re-pricing options

The Servicer may offer a re-pricing option to a Borrower or Mortgagor (in circumstances, *inter alia*, where the Borrower or the Mortgagor is able to refinance its Loan on cheaper terms in the market) during the life of a Loan. The Servicer has covenanted only to make such offers to the extent that a Reasonable, Prudent Mortgage Lender would do so in similar circumstances.

Compensation

As full compensation for its servicing duties and activities and as reimbursement for any expense incurred by it in connection therewith, the Servicer is entitled to receive the fees (exclusive of the Goods and Service Tax of Singapore ("GST")) from the Covered Bond Guarantor as set out in the Servicing Agreement.

Removal or resignation of the Servicer

The Covered Bond Guarantor, the Assets Trustee (with the consent of or as directed by the Covered Bond Guarantee Beneficiary) and the Covered Bond Guarantee Beneficiary (subject to the prior written consent of the Security Trustee) may, upon written notice (and in the case of (e) below, not less than 60 days' written notice) to the Servicer, terminate the Servicer's rights and obligations if any of the following events (each a "**Servicer Termination Event**" and, each of the first four events set out below, a "**Servicer Event of Default**") occurs:

- (a) the Servicer defaults in the payment on the due date of any payment due and payable by it under the Servicing Agreement and such default continues unremedied for a period of 10 Singapore

Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Security Trustee, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary or the Assets Trustee requiring the same to be remedied;

- (b) the Servicer fails to comply with any of its other obligations under the Servicing Agreement which failure in the reasonable opinion of the Security Trustee is materially prejudicial to the Covered Bondholders and either (i) does not remedy that failure within the earlier of 20 Singapore Business Days after becoming aware of the failure and receipt by the Servicer of written notice from the Security Trustee, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary or the Assets Trustee requiring the same to be remedied or (ii) the Servicer has not paid satisfactory compensation to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Assets Trustee for their losses from such breach;
- (c) the Servicer's long-term unsecured and unsubordinated debt obligations cease to be rated at least Baa3 from Moody's or at least BBB- from Fitch;
- (d) an Insolvency Event occurs in relation to the Servicer; or
- (e) the Covered Bond Guarantor, the Assets Trustee (with the consent of or as directed by the Covered Bond Guarantee Beneficiary) and the Covered Bond Guarantee Beneficiary resolve, after due consideration and acting reasonably, that the appointment of the Servicer should be terminated.

Subject to the fulfilment of a number of conditions, the Servicer may voluntarily resign by giving not less than 12 months' written notice to the Security Trustee, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Assets Trustee, *provided that, inter alia*, a substitute servicer qualified to act as such under the applicable law and regulation and with a management team with experience in administering mortgages of residential property in Singapore has been appointed and enters into a servicing agreement with the Covered Bond Guarantor, the Security Trustee, the Covered Bond Guarantee Beneficiary and the Assets Trustee substantially on the same terms as the Servicing Agreement. The resignation of the Servicer is conditional on the resignation having no adverse effect on the then current ratings of the Covered Bonds unless the Covered Bondholders agree otherwise by Extraordinary Resolution.

If the appointment of the Servicer is terminated, the Servicer must deliver the Title Deeds or the control thereof and Loan Files relating to the Loans administered by it to, or hold to the order of, the Covered Bond Guarantor, the Assets Trustee and the Covered Bond Guarantee Beneficiary, as applicable. The Servicing Agreement will terminate at such time as the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee and the Replacement Assets Trustee have no further interest in any of the Loans or their Related Security sold to the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary (and held on trust by the Assets Trustee) and serviced under the Servicing Agreement that have been comprised in the Portfolio.

Pursuant to the terms of the Servicing Agreement, the Servicer is not liable for a failure to perform its obligations if it is rendered unable to do so due to circumstances beyond its control, such as electricity power cuts, earthquakes, storms or acts of God.

Neither the Bond Trustee nor the Security Trustee is obliged to act as servicer in any circumstances.

The Servicing Agreement is governed by Singapore law.

Asset Monitor Agreement

Under the terms of the Asset Monitor Agreement entered into on 16 June 2015 (as amended, restated, supplemented or novated from time to time) between the Asset Monitor, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Seller, the Cash Manager, the Issuer, the Assets Trustee, the

Bond Trustee and the Security Trustee, the Asset Monitor has agreed, subject to due receipt of the information to be provided by the Cash Manager to the Asset Monitor, to conduct tests in respect of the arithmetical accuracy of the calculations performed by the Cash Manager in relation to the Asset Coverage Test, prior to service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, as soon as reasonably practicable following each Calculation Date immediately preceding the half-yearly and yearly anniversary of 16 June 2015 (and in any event not later than 20 Singapore Business Days following receipt of such information from the Cash Manager) with a view to confirmation of the arithmetic accuracy or inaccuracy of such calculations. If and for so long as the ratings in respect of the long-term unsecured and unsubordinated debt obligations of the Cash Manager (or if the Cash Manager is not independently rated and, as the case may be, is an affiliate of the Issuer, the ratings in respect of the long-term unsecured and unsubordinated debt obligations of the Issuer, such ratings, the “**Deemed Ratings**”) cease to meet the levels specified in the Asset Monitor Agreement or following the service of an Asset Coverage Test Breach Notice (which has not been revoked), the Asset Monitor will, subject to receipt of the relevant information from the Cash Manager, be required to conduct such tests following each Calculation Date. Following service of a Notice to Pay (but prior to service of a Covered Bond Guarantor Acceleration Notice), the Asset Monitor will also be required to test the arithmetical accuracy of the calculations performed by the Cash Manager in respect of the Amortisation Test with a view to confirmation of the arithmetic accuracy or inaccuracy of such calculations.

Following a determination by the Asset Monitor of any errors in the arithmetic accuracy of the calculations performed by the Cash Manager such that the Asset Coverage Test or the Amortisation Test was not satisfied on the relevant Calculation Date (where the Cash Manager had recorded it as being satisfied) or the reported Adjusted Aggregate Loan Amount or the reported Amortisation Test Aggregate Loan Amount was misstated by an amount exceeding 1% of the actual Adjusted Aggregate Loan Amount or the actual Amortisation Test Aggregate Loan Amount, as applicable (as at the date of the relevant Asset Coverage Test or the relevant Amortisation Test), the Asset Monitor will be required to conduct such tests in respect of each Calculation Date occurring during the period ending six months thereafter.

The Asset Monitor is entitled, except in certain limited circumstances, to assume that all information provided to it by the Cash Manager for the purpose of conducting such tests is true and correct and is complete and not misleading. The Asset Monitor Report will be delivered to each party to the Asset Monitor Agreement and the Servicer.

The Asset Monitor has also been appointed as the cover pool monitor in respect of the Covered Bond Guarantor, the Issuer and the Programme for purposes of MAS Notice 648. As soon as reasonably practicable following each Calculation Date immediately preceding each Accounting Reference Date of the Issuer and subject to receipt of certain information to be provided to the Asset Monitor by the Cash Manager and the Servicer, including the Asset Registers, the Investments Ledger, account statements and copies of New Portfolio Notices, Loan Repurchase Notices and Selected Loans Offer Notices, the Asset Monitor will:

- (a) assess the keeping by the Cash Manager and the Servicer on behalf of the Covered Bond Guarantor of an accurate register of the assets in the Asset Pool; and
- (b) assess compliance by the Issuer with MAS Notice 648.

The Asset Monitor may perform its obligations by sampling in accordance with applicable Singapore auditing standards. In the event that the Asset Monitor is unable to perform any such functions as prescribed by MAS Notice 648, it shall immediately notify the Issuer and the Covered Bond Guarantor.

The Covered Bond Guarantor will pay to the Asset Monitor a fee for the tests to be performed by the Asset Monitor.

The Cash Manager may, at any time, terminate the appointment of the Asset Monitor by giving at least 30 days' prior written notice to the Asset Monitor or immediately upon providing the Asset Monitor written notice where the Asset Monitor ceases to be an Eligible Asset Monitor, *provided that* such termination may not be effected unless and until a replacement asset monitor has been found by the Cash Manager in accordance with the replacement terms described below.

The Asset Monitor may, at any time, resign by giving at least 60 days' prior written notice to the Covered Bond Guarantor, the Issuer and the Security Trustee (copied to the Rating Agencies), and may resign by giving immediate notice in the event of a professional conflict of interest under the rules of the professional and/or regulatory bodies regulating the activities of the Asset Monitor and such professional conflict of interest is caused by the action of any recipient of its reports. The Asset Monitor will inform the recipients of its reports as soon as reasonably practicable of any action of which the Asset Monitor is aware that may cause a professional conflict of interest for the Asset Monitor which could result in such termination.

Upon the Asset Monitor giving notice of resignation or termination of the Asset Monitor's appointment, the Cash Manager shall immediately use all reasonable endeavours to appoint a substitute asset monitor, provided such substitute is an Eligible Asset Monitor that enters into an agreement substantially on the same terms as the terms of the Asset Monitor Agreement and the substitute Asset Monitor is a party that has been notified to the Rating Agencies by the Cash Manager and a Rating Agency Confirmation has been provided by the Cash Manager in respect of the appointment of the substitute Asset Monitor.

None of the Covered Bond Guarantor, the Bond Trustee or the Security Trustee will be obliged to act as Asset Monitor in any circumstances.

The Asset Monitor Agreement is governed by Singapore law.

Establishment Deed

Pursuant to the terms of the Establishment Deed entered into on 16 June 2015 (as amended, restated, supplemented or novated from time to time) among the Seller, the Assets Trustee, the Servicer, the Cash Manager, Covered Bond Guarantor, Covered Bond Guarantee Beneficiary, the Security Trustee and the Bond Trustee the parties agree the terms upon which the business of the Covered Bond Guarantor will be operated.

Asset Coverage Test

Under the terms of the Establishment Deed, for so long as any Covered Bonds remain outstanding, the Asset Coverage Test will be satisfied as of a Calculation Date if on that Calculation Date, the Adjusted Aggregate Loan Amount is at least equal to the SGD Equivalent of the aggregate outstanding nominal amount of all Covered Bonds as calculated on the relevant Calculation Date (the "**Asset Coverage Test**"). For a further discussion of the Asset Coverage Test, see "*Credit Structure including Asset Tests — Asset Coverage Test*".

On or prior to each Test Date, the Cash Manager must calculate the Adjusted Aggregate Loan Amount and the aggregate SGD Equivalent of the outstanding nominal amount of all Covered Bonds as of the immediately preceding Calculation Date.

If on any Test Date, the Adjusted Aggregate Loan Amount is less than the SGD Equivalent of the aggregate outstanding nominal amount of all Covered Bonds, each calculated as of the relevant Calculation Date immediately preceding that Test Date, then the Cash Manager shall notify the Covered Bond Guarantor, the Seller, the Issuer, the Rating Agencies, the Bond Trustee and the Security Trustee thereof and the Covered Bond Guarantor (at the direction of the Cash Manager) will use all commercially reasonable endeavours to acquire further Loans and their Related Security from the Seller and/or obtain an Advance or a Subordinated Advance to ensure that the Asset Coverage Test is met as of the next Calculation Date.

If on the next following Test Date, the Adjusted Aggregate Loan Amount remains less than the SGD Equivalent of the aggregate outstanding nominal amount of all Covered Bonds (each calculated as of the Calculation Date immediately preceding that Test Date), the Asset Coverage Test will be breached and the Cash Manager shall notify the Covered Bond Guarantor, the Seller, the Issuer, the Bond Trustee and the Security Trustee promptly, whereupon the Bond Trustee shall serve an Asset Coverage Test Breach Notice on the Covered Bond Guarantor. The Bond Trustee will be deemed to have revoked an Asset Coverage Test Breach Notice if, on or before the first Test Date immediately succeeding service of an Asset Coverage Test Breach Notice, the Asset Coverage Test (as calculated as of the immediately preceding Calculation Date) is satisfied and neither a Notice to Pay nor a Covered Bond Guarantor Acceleration Notice has been served.

Following service of an Asset Coverage Test Breach Notice on the Covered Bond Guarantor (which has not been revoked) but prior to the service of a Notice to Pay:

- (a) the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) may be required to sell Selected Loans and/or Authorised Investments and remit the proceeds to the Transaction Account (see in *“Sale of Selected Loans following service of an Asset Coverage Test Breach Notice”*);
- (b) prior to the occurrence of an Issuer Event of Default and service of an Issuer Acceleration Notice or, if earlier, the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice, the Pre-Acceleration Revenue Priority of Payments and the Pre-Acceleration Principal Priority of Payments will be modified (see *“Cashflows and Priorities of Payments — Allocation and distribution of Available Revenue Receipts and Available Principal Receipts following service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked)”*); and
- (c) the Issuer will not be permitted to issue any further Series of Covered Bonds.

If an Asset Coverage Test Breach Notice has been served and is not revoked by the Bond Trustee on or before the first Test Date immediately succeeding service of such Asset Coverage Test Breach Notice, then an Issuer Event of Default will occur and the Bond Trustee will be entitled to serve an Issuer Acceleration Notice. Following service of an Issuer Acceleration Notice, the Bond Trustee will be required to serve a Notice to Pay on the Covered Bond Guarantor.

For the purposes hereof:

The **“Adjusted Aggregate Loan Amount”** in respect of a Calculation Date means:

$$A + B + C + D + E - Y$$

where,

A = the lower of (a) and (b), where:

- (a) = the sum of the “LTV Adjusted True Balance” of each Loan (excluding, for the avoidance of doubt, all Top-up Loans) which is not a Converted Loan in the Portfolio as at the relevant Calculation Date, which shall be the lower of:
 - (A) the actual True Balance of the relevant Loan (excluding, for the avoidance of doubt, all Top-up Loans) which is not a Converted Loan in the Portfolio as calculated as of the relevant Calculation Date; and
 - (B) the aggregate of the Indexed Valuation of each Property subject to a Related Security relating to that Loan, in each case multiplied by M:

- (A) where, for all Loans that are not Defaulted Loans, $M = 0.80$, or such other greater amount determined by the Cash Manager and notified to the Covered Bond Guarantor and the Rating Agencies and in respect of which a Rating Agency Confirmation has been delivered by the Cash Manager; and
- (B) where, for all Loans that are Defaulted Loans, $M = 0$ (zero),

minus

the aggregate sum of the following deemed reductions to the aggregate LTV Adjusted True Balance of the Loans in the Portfolio if either or both of the following occurred during the Calculation Period ending on such Calculation Date:

- (1) the Seller was, in the immediately preceding Calculation Period, in respect of a Loan or its Related Security, in breach of any of the Representations and Warranties contained in the Mortgage Sale Agreement or subject to any other obligation of the Seller to repurchase the relevant Non-CPF Loan and its Related Security (and any related Top-up Loans) and/or the Assets Trustee is subject to an obligation to accept surrender of the Trust Assets relating to the CPF Loans and their Related Security (and any related Top-up Loans) and make a corresponding Distribution to the Covered Bond Guarantee Beneficiary, and in each case the Seller has not repurchased the Non-CPF Loan or Non-CPF Loans of the relevant Borrower and/or the relevant Mortgagor and its or their Related Security (and any related Top-up Loans) to the extent required by the terms of the Mortgage Sale Agreement and/or the Assets Trustee has not accepted surrender of the Trust Assets and made a corresponding Distribution to the Covered Bond Guarantee Beneficiary in relation to the CPF Loans and their Related Security (and any related Top-up Loans) in accordance with the terms of the Declaration of Assets Trust. In this event, the aggregate LTV Adjusted True Balance of the Loans in the Portfolio (as calculated as of the relevant Calculation Date) will be deemed to be reduced by an amount equal to the LTV Adjusted True Balance of the relevant Loan or Loans (as calculated as of the relevant Calculation Date) of the relevant Borrower and/or the relevant Mortgagor; and/or
- (2) the Seller was, in any preceding Calculation Period, in breach of any other material warranty under the Mortgage Sale Agreement and/or the Servicer was, in any preceding Calculation Period, in breach of a material term of the Servicing Agreement. In this event, the aggregate LTV Adjusted True Balance of the Loans in the Portfolio (as calculated as of the relevant Calculation Date) will be deemed to be reduced by an amount equal to the resulting financial loss incurred by the Covered Bond Guarantor, in the immediately preceding Calculation Period (such financial loss to be calculated by the Cash Manager without double counting (including in respect of amounts under (1) above) and to be reduced by any amount paid (in cash or in kind) to the Covered Bond Guarantor by the Seller to indemnify the Covered Bond Guarantor for such financial loss);

AND

- (b) = the sum of the "Asset Percentage Adjusted True Balance" of each Loan (excluding, for the avoidance of doubt, all Top-up Loans) which is not a Converted Loan in the Portfolio as at the relevant Calculation Date which shall be the lower of:

- (A) the actual True Balance of the relevant Loan (excluding, for the avoidance of doubt, all Top-up Loans) which is not a Converted Loan in the Portfolio as calculated as of the relevant Calculation Date; and
- (B) the aggregate of the Valuation of each Property subject to a Related Security relating to that Loan, in each case multiplied by N:
 - (A) where, for all Loans that are not Defaulted Loans, $N = 1.00$; and
 - (B) where, for all Loans that are Defaulted Loans, $N = 0$ (zero),

minus

the aggregate sum of the following deemed reductions to the aggregate Asset Percentage Adjusted True Balance of the Loans in the Portfolio if either or both of the following occurred during the Calculation Period ending on such Calculation Date:

- (1) the Seller was, in the immediately preceding Calculation Period, in respect of a Loan or its Related Security, in breach of any of the Representations and Warranties contained in the Mortgage Sale Agreement or subject to any other obligation of the Seller to repurchase the relevant Non-CPF Loan and its Related Security (and any related Top-up Loans) and/or the Assets Trustee is subject to an obligation to accept surrender of the Trust Assets relating to the CPF Loans and their Related Security (and any related Top-up Loans) and make a corresponding Distribution to the Covered Bond Guarantee Beneficiary, and in each case the Seller has not repurchased the Non-CPF Loan or Non-CPF Loans of the relevant Borrower and/or the relevant Mortgagor and its or their Related Security (and any related Top-up Loans) to the extent required by the terms of the Mortgage Sale Agreement and/or the Assets Trustee has not accepted surrender of the Trust Assets and made a corresponding Distribution to the Covered Bond Guarantee Beneficiary in relation to the CPF Loans and their Related Security (and any related Top-up Loans) in accordance with the terms of the Declaration of Assets Trust. In this event, the aggregate Asset Percentage Adjusted True Balance of the Loans in the Portfolio (as calculated as of the relevant Calculation Date) will be deemed to be reduced by an amount equal to the Asset Percentage Adjusted True Balance of the relevant Loan or Loans (as calculated as of the relevant Calculation Date) of the relevant Borrower and/or the relevant Mortgagor; and/or
- (2) the Seller was, in any preceding Calculation Period, in breach of any other material warranty under the Mortgage Sale Agreement and/or the Servicer was, in the immediately preceding Calculation Period, in breach of a material term of the Servicing Agreement. In this event, the aggregate Asset Percentage Adjusted True Balance of the Loans in the Portfolio (as calculated as of the relevant Calculation Date) will be deemed to be reduced by an amount equal to the resulting financial loss incurred by the Covered Bond Guarantor in the immediately preceding Calculation Period (such financial loss to be calculated by the Cash Manager without double counting (including in respect of amounts under (1) above) and to be reduced by any amount paid (in cash or in kind) to the Covered Bond Guarantor by the Seller to indemnify the Covered Bond Guarantor for such financial loss),

the result of the calculation in this paragraph (b) being multiplied by the Asset Percentage (as determined below);

- B** = the aggregate amount of any Principal Receipts on the Loans in the Portfolio (excluding Principal Receipts in respect of Top-up Loans) which are not Converted Loans up to the end of the Calculation Period ending on such Calculation Date (as recorded in the Principal Ledger) which have not been applied as at the relevant Calculation Date to acquire further Loans and their Related Security or otherwise applied in accordance with the Establishment Deed and/or the other Transaction Documents (including amounts standing to the credit of the Reserve Ledger and the Pre-Maturity Liquidity Ledger but excluding amounts representing Revenue Receipts) (but without double counting);
- C** = the aggregate amount of Advances under the Intercompany Loan Agreement and Subordinated Advances under the Subordinated Loan Agreement which have not been applied as at the relevant Calculation Date either (a) by the Covered Bond Guarantee Beneficiary to make a contribution into the Assets Trust to acquire further Loans or (b) to acquire further Loans and their Related Security or otherwise applied in accordance with the Establishment Deed and/or the other Transaction Documents (but without double counting);
- D** = any Authorised Investments and Substitution Assets standing to the credit of the Transaction Account as at the relevant Calculation Date (but without double counting);
- E** = the amount of any Sale Proceeds standing to the credit of the Transaction Account and credited to the Pre-Maturity Liquidity Ledger as at the relevant Calculation Date (but without double counting); and
- Y** = 0 (zero), or, if the long-term unsecured and unsubordinated debt obligations of the Seller cease to be rated at least A- by Fitch or A3 by Moody's, the Set-Off Amount.

The “**Asset Percentage**” shall be determined in accordance with the following:

- (a) The “Asset Percentage” on any date shall be the lowest of:
- (i) 95% or such other amount determined by the Cash Manager (acting on behalf of the Covered Bond Guarantor) and notified to the Covered Bond Guarantor and the Rating Agencies and in respect of which a Rating Agency Confirmation has been delivered by the Cash Manager;
 - (ii) such percentage figure as selected by the Cash Manager (acting on behalf of the Covered Bond Guarantor) from time to time and notified to the Covered Bond Guarantor, Fitch, the Bond Trustee and the Security Trustee in accordance with the Establishment Deed, being the asset percentage that is necessary to ensure that the Covered Bonds maintain the then current ratings assigned to them by Fitch, subject to the restriction in paragraph (b) below; and
 - (iii) the percentage figure most recently selected by the Cash Manager (acting on behalf of the Covered Bond Guarantor) and notified to the Covered Bond Guarantor, Moody's, the Bond Trustee and the Security Trustee in accordance with the Establishment Deed, as the percentage figure that is necessary to ensure the Covered Bonds maintain the then current ratings assigned to them by Moody's using Moody's expected loss methodology (regardless of the actual Moody's rating of the Covered Bonds at the time of determination of the Asset Percentage on such date), subject to the restriction in paragraph (b) below.

The Asset Percentage determined in accordance with these terms shall be published in the Investor Report for the relevant period.

- (b) Notwithstanding paragraph (a) above, the Covered Bond Guarantor is not obliged to ensure that the Covered Bonds maintain an AAA rating by Fitch or an Aaa rating by Moody's (as the case may be). For the avoidance of doubt, the Covered Bond Guarantor (or the Cash Manager acting on its behalf) is not obliged to maintain the level of credit enhancement required to ensure that the Covered Bonds maintain an AAA rating by Fitch or an Aaa rating by Moody's using Moody's expected loss methodology (as the case may be) by exercising its option to select any such percentage figure pursuant to paragraphs (a)(ii) and (a)(iii) above.
- (c) Where there is more than one Loan in the Portfolio secured on the same Property subject to a Related Security, the calculation of the Asset Coverage Test will be calculated in respect of such Loans on a consolidated basis as if all Loans in the Portfolio secured on the same Property subject to a Related Security were a single Loan.
- (d) Following any downgrade of the Covered Bonds by Moody's, the percentage figure in paragraph (a)(iii) above may not exceed the Asset Percentage that applied as of the last time the Covered Bonds were rated Aaa by Moody's.

The Asset Coverage Test seeks to take account of the potential set-off risk (through factor Y (as defined above)) associated with Borrowers and/or Mortgagors holding deposits with the Seller (see "*Risk Factors — Risks Relating to the Covered Bond Guarantor — Set-off risk, including set-off risk arising under Section 62A of the Banking Act may adversely affect the value of the Portfolio or any part thereof*") (although there is no assurance that all such risks therein will be accounted for). Further, for so long as the Covered Bond Guarantor does not have legal title, the Seller will undertake for the benefit of the Covered Bond Guarantor and the Secured Creditors that it will lend its name to, and take such other steps as may be reasonably required by the Covered Bond Guarantor and/or the Security Trustee in relation to, any legal proceedings in respect of the Loans and their Related Security.

Amortisation Test

The Amortisation Test will be satisfied as of each Calculation Date following service of a Notice to Pay on the Covered Bond Guarantor (but prior to service of a Covered Bond Guarantor Acceleration Notice) and, for so long as Covered Bonds remain outstanding, if, on that Calculation Date, the Amortisation Test Aggregate Loan Amount will be in an amount at least equal to the SGD Equivalent of the aggregate outstanding nominal amount of the Covered Bonds as calculated on or before the relevant Test Date (the "**Amortisation Test**"). For a further discussion of the Amortisation Test, see "*Credit Structure including Asset Tests — Amortisation Test*".

The Cash Manager shall calculate the Amortisation Test Aggregate Loan Amount (as of each Calculation Date) on or prior to each Test Date following service of a Notice to Pay (but prior to service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor).

If, on any Test Date following service of a Notice to Pay on the Covered Bond Guarantor, the Amortisation Test Aggregate Loan Amount is less than the SGD Equivalent of the aggregate outstanding nominal amount of the Covered Bonds, each calculated as of the relevant Calculation Date immediately preceding that Test Date, then the Amortisation Test shall be deemed to be breached and a Covered Bond Guarantor Event of Default will occur. The Cash Manager shall immediately notify the Covered Bond Guarantor, the Seller, the Issuer, the Rating Agencies, the Security Trustee and the Bond Trustee of any breach of the Amortisation Test and the Bond Trustee shall be entitled to serve a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor in accordance with the Conditions.

The "**Amortisation Test Aggregate Loan Amount**" will be calculated as at each Calculation Date as follows:

$$A + B + C - Y$$

where,

- A** = the sum of the “Amortisation Test True Balance” of each Loan (excluding, for the avoidance of doubt, all Top-up Loans) which is not a Converted Loan, which balance will be the lower of:
- (a) the actual True Balance of the relevant Loan as calculated on the relevant Calculation Date; and
 - (b) the aggregate of the Indexed Valuation of each Property subject to a Related Security relating to such Loan multiplied by M,

where for all Loans that are not Defaulted Loans, $M = 0.80$ or such other amount determined by the Cash Manager and notified to the Covered Bond Guarantor and the Rating Agencies and in respect of which a Rating Agency Confirmation has been delivered by the Cash Manager, and for all the Loans that are Defaulted Loans, $M = 0$ (zero);

- B** = the sum of the amount of any cash standing to the credit of the Transaction Account (excluding any Revenue Receipts received in the Calculation Period ending on such Calculation Date);
- C** = any Authorised Investments and Substitution Assets standing to the credit of the Transaction Account as at the relevant Calculation Date (but without double counting); and
- Y** = 0 (zero), or, if the long-term unsecured and unsubordinated debt obligations of the Seller cease to be rated at least A- by Fitch or A3 by Moody’s, the Set-Off Amount.

Where there is more than one Loan in the Portfolio secured on the same Property subject to a Related Security, the calculation of the Amortisation Test will be calculated in respect of such Loans on a consolidated basis as if all Loans in the Portfolio secured on the same Property subject to a Related Security were a single Loan.

Pre-Maturity Test

Certain Series of Covered Bonds are scheduled to be redeemed in full on their relevant Maturity Date without any provision for scheduled redemption other than on the Maturity Date (the “**Hard Bullet Covered Bonds**”). The applicable Pricing Supplement will identify whether any Series of Covered Bonds is a Series of Hard Bullet Covered Bonds. The “Pre-Maturity Test” is intended to provide liquidity for the Hard Bullet Covered Bonds when the Issuer’s credit ratings cease to meet specified ratings levels. On each Singapore Business Day prior to the occurrence of an Issuer Event of Default or the occurrence of a Covered Bond Guarantor Event of Default (each a “**Pre-Maturity Test Date**”), the Covered Bond Guarantor (or the Cash Manager acting on its behalf) will determine if the Pre-Maturity Test has been breached and, if so, the Covered Bond Guarantor (or the Cash Manager on its behalf) will immediately notify the Covered Bond Guarantor, the Seller, the Issuer, the Rating Agencies and the Security Trustee thereof.

The Issuer will fail and be in breach of the Pre-Maturity Test in relation to a Series of Hard Bullet Covered Bonds on a Pre-Maturity Test Date if:

- (a) the rating from Fitch of the Issuer’s short-term, unsecured and unsubordinated debt obligations cease to be at least F1+ (or if the Issuer’s long-term unsecured and unsubordinated debt obligations cease to be rated at least A by Fitch) and the Maturity Date of the Series of Hard Bullet Covered Bonds falls within 12 months from the relevant Pre-Maturity Test Date; or
- (b) the rating from Moody’s of the Issuer’s unsecured and unsubordinated debt obligations cease to be at least P-1 and the Maturity Date of the Series of Hard Bullet Covered Bonds falls within 12 months from the relevant Pre-Maturity Test Date.

Following a failure of the Pre-Maturity Test in respect of a Series of Hard Bullet Covered Bonds but prior to the service of a Notice to Pay, the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) will, taking into account any Advances or Subordinated Advances made by the Intercompany Loan Provider or the Subordinated Loan Provider and/or funded under the applicable Priorities of Payments, as soon as practicable offer to sell Selected Loans to Purchasers (subject to the Seller's right of pre-emption pursuant to the Mortgage Sale Agreement and/or the Declaration of Assets Trust) with the intention that there will be an amount standing to the credit of the Pre-Maturity Liquidity Ledger at least equal to the Required Redemption Amount of that Series of Hard Bullet Covered Bonds (taking into account the Required Redemption Amount of all other Series of Hard Bullet Covered Bonds which mature prior to or on the same date as the relevant Series of Hard Bullet Covered Bonds). See "*Summary of the Principal Documents — Establishment Deed — Method of Sale of Selected Loans*".

In addition to the sale of Loans (including Selected Loans) and their Related Security, the Pre-Maturity Liquidity Ledger may be funded by:

- (a) Advances and/or Subordinated Advances; and/or
- (b) to the extent permitted by the Priorities of Payments, Available Revenue Receipts and Available Principal Receipts.

Failure by the Issuer to pay the full amount due in respect of a Series of Hard Bullet Covered Bonds on the Maturity Date thereof (subject to applicable cure periods) will constitute an Issuer Event of Default.

Following service of a Notice to Pay on the Covered Bond Guarantor in relation to a Series of Hard Bullet Covered Bonds but prior to the service of a Covered Bond Guarantor Acceleration Notice, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) must on behalf of the Covered Bond Guarantor apply funds standing to the credit of the Pre-Maturity Liquidity Ledger to repay the relevant Series of Hard Bullet Covered Bonds but shall cease to further fund the Pre-Maturity Liquidity Ledger in relation to that Series of Hard Bullet Covered Bonds. Following service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, all amounts standing to the credit of the Pre-Maturity Liquidity Ledger will be applied in accordance with the Post-Enforcement Priority of Payments.

If the Issuer and/or the Covered Bond Guarantor fully repay the relevant Series of Hard Bullet Covered Bonds on the Maturity Date, the amount standing to the credit of the Pre-Maturity Liquidity Ledger on the Transaction Account shall be applied by the Covered Bond Guarantor in accordance with (prior to the service of a Notice to Pay on the Covered Bond Guarantor) the Pre-Acceleration Principal Priority of Payments and the Pre-Acceleration Revenue Priority of Payments or (after service of a Notice to Pay on the Covered Bond Guarantor) the Guarantee Priority of Payments, unless the Issuer is failing the Pre-Maturity Test in respect of any other Series of Hard Bullet Covered Bonds, in which case amounts shall remain credited on the Pre-Maturity Liquidity Ledger to the extent required to provide liquidity for such other Series of Hard Bullet Covered Bonds.

If the breach of the Pre-Maturity Test is remedied, the amount standing to the credit of the Pre-Maturity Liquidity Ledger shall be applied and paid in accordance with (prior to the service of a Notice to Pay on the Covered Bond Guarantor) the Pre-Acceleration Principal Priority of Payments and the Pre-Acceleration Revenue Priority of Payments or (after service of a Notice to Pay on the Covered Bond Guarantor) the Guarantee Priority of Payments on the next Covered Bond Guarantee Payment Date.

Failure to satisfy the Pre-Maturity Test in the circumstances set out in Condition 9(a)(vii) will result in the occurrence of an Issuer Event of Default — see Condition 9(a)(vii).

Sale of Selected Loans following a breach of the Pre-Maturity Test

The Pre-Maturity Test will be breached if, prior to the service on the Covered Bond Guarantor of a Notice to Pay, the ratings of the Issuer's unsecured and unsubordinated debt obligations cease to meet specified levels and a Hard Bullet Covered Bond is due for repayment within a specified period of time thereafter, see "*Credit Structure including Asset Tests — Pre-Maturity Liquidity*". If the Pre-Maturity Test is breached prior to service of a Notice to Pay, the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) shall, taking into account amounts standing to the credit of the Pre-Maturity Liquidity Ledger, offer to sell Selected Loans in the Portfolio in accordance with the Establishment Deed (see "*Method of Sale of Selected Loans*") with the intention that the amount standing to the credit of the Pre-Maturity Liquidity Ledger will at least be equal to the Required Redemption Amount of that Series of Hard Bullet Covered Bonds (taking into account the Required Redemption Amount of all other Series of Hard Bullet Covered Bonds which mature prior to or on the same date as the relevant Series of Hard Bullet Covered Bonds), subject to the rights of pre-emption in favour of the Seller to buy the Selected Loans pursuant to the terms of the Mortgage Sale Agreement and/or the Declaration of Assets Trust. In connection with any such sale of Selected Loans (which are CPF Loans), the Covered Bond Guarantee Beneficiary shall direct the Assets Trustee to accept surrender by the Covered Bond Guarantee Beneficiary of its beneficial interest in such Selected Loans (which are CPF Loans) which are subject to the Assets Trust to the Seller. If the Issuer fails to repay any Series of Hard Bullet Covered Bonds on the Maturity Date thereof (after expiry of the relevant grace periods), then following service of a Notice to Pay on the Covered Bond Guarantor, the proceeds from any sale of Selected Loans (which are not Top-up Loans) standing to the credit of the Pre-Maturity Liquidity Ledger will be applied to repay the relevant Series of Hard Bullet Covered Bonds. Otherwise, the proceeds will be applied as set out in "*Credit Structure including Asset Tests — Pre-Maturity Liquidity*". The proceeds from any sale of Selected Loans (which are Top-up Loans) will be used to repay any Deemed Ancillary Intercompany Loan Advances outside the Priorities of Payments.

Sale of Selected Loans following service of an Asset Coverage Test Breach Notice

After service of an Asset Coverage Test Breach Notice (which has not been revoked) on the Covered Bond Guarantor but prior to service of a Notice to Pay (if the Covered Bond Guarantor has not obtained an Advance or a Subordinated Advance in order to meet the Asset Coverage Test), the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) shall offer to sell Selected Loans in the Portfolio in accordance with the Establishment Deed (see "*Method of Sale of Selected Loans*"), subject to the rights of pre-emption in favour of the Seller to (i) buy the Selected Loans pursuant to the terms of the Mortgage Sale Agreement and/or the Declaration of Assets Trust and (ii) (in relation to Trust Assets) make a cash payment to the Assets Trustee in consideration for the surrender by the Covered Bond Guarantee Beneficiary of its beneficial interest in the Trust Assets pursuant to the Declaration of Assets Trust. The proceeds from any sale of Selected Loans (which are not Top-up loans) will be credited to the Transaction Account and applied as set out in "*Cashflows and Priorities of Payments — Allocation and Distribution of Available Revenue Receipts and Available Principal Receipts following service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked)*". The proceeds from any sale of Selected Loans (which are Top-up Loans) will be used to repay any Deemed Ancillary Intercompany Loan Advances outside the Priorities of Payments.

Sale of Selected Loans following service of a Notice to Pay and following service of a Covered Bond Guarantor Acceleration Notice

After service of a Notice to Pay on the Covered Bond Guarantor, but prior to service of a Covered Bond Guarantor Acceleration Notice, in order to meet its obligations, the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Cash

Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) may, or to the extent necessary to meet those obligations will, offer to sell Selected Loans in the Portfolio in accordance with the Establishment Deed (see “*Method of Sale of Selected Loans*”), subject to the rights of pre-emption in favour of the Seller to buy the Selected Loans pursuant to the Mortgage Sale Agreement and/or the Declaration of Assets Trust. The proceeds from any sale of Selected Loans (which are not Top-up Loans) will be credited to the Transaction Account and applied as set out in “*Cashflows and Priorities of Payments — Allocation and Distribution of Funds following service of a Notice to Pay*”. The proceeds from any sale of Selected Loans (which are Top-up Loans) will be used to repay any Deemed Ancillary Intercompany Loan Advances outside the Priorities of Payments.

Following service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, all amounts standing to the credit of the Pre-Maturity Liquidity Ledger will be applied in accordance with the Post-Enforcement Priority of Payments.

Method of Sale of Selected Loans

Following a breach of the Pre-Maturity Test, the service of an Asset Coverage Test Breach Notice (which has not been revoked) or a Notice to Pay, the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) (or the Cash Manager on behalf of the Covered Bond Guarantor or Covered Bond Guarantee Beneficiary as the case may be), shall ensure that before offering Selected Loans for sale the Selected Loans have an aggregate True Balance in an amount (the “**Required True Balance Amount**”) which is as close as possible to the amount calculated as follows:

- (a) following the service of an Asset Coverage Test Breach Notice (which has not been revoked) but prior to service of a Notice to Pay, such amount that would ensure that, if the Selected Loans were sold at their True Balance plus the Arrears of Interest and Accrued Interest thereon, the Asset Coverage Test would be satisfied as of the next Calculation Date (as calculated on the related Test Date following such Calculation Date) taking into account the payment obligations of the Covered Bond Guarantor on the Covered Bond Guarantee Payment Date following that Calculation Date (assuming for this purpose that the Asset Coverage Test Breach Notice is not revoked on or before the related Test Date following the next Calculation Date); or
- (b) following a breach of the Pre-Maturity Test, an amount which is not less than the amount calculated as follows:

$$A = N \times \frac{O - D}{E}$$

where:

- A** is the Required True Balance Amount of the Selected Loans;
- N** is an amount equal to the SGD Equivalent of the Required Redemption Amount of the relevant Series of Hard Bullet Covered Bonds (in respect of which the Pre-Maturity Test has been breached) less amounts standing to the credit of the Pre-Maturity Liquidity Ledger that are not otherwise required to provide liquidity for any Series of Hard Bullet Covered Bonds which mature prior to or on the same date as the relevant Series of Hard Bullet Covered Bonds;
- O** is the True Balance of all the Loans in the Portfolio;
- D** is the outstanding balance of the Demand Loan; and
- E** is the aggregate SGD Equivalent of the Required Redemption Amount in respect of each Series of Covered Bonds then outstanding.

For the avoidance of doubt, if A is zero or a negative number, then no Selected Loans in the Portfolio and their Related Securities need be sold; or

- (c) following service of a Notice to Pay but prior to service of a Covered Bond Guarantor Acceleration Notice, in relation to a sale to meet the Covered Bond Guarantor's obligations other than in respect of the repayment of the Demand Loan, an amount which is not less than the amount calculated as follows:

$$A = N \times \frac{O - D}{E}$$

where:

- A** is the Required True Balance Amount of the Selected Loans;
- N** is an amount equal to the SGD Equivalent of the Required Redemption Amount of the Earliest Maturing Covered Bonds less:
- (A) amounts standing to the credit of the Transaction Account and any Authorised Investments or Substitution Assets (excluding all amounts to be applied on the next following Covered Bond Guarantee Payment Date to pay or repay higher ranking amounts in the Guarantee Priority of Payments and those amounts that are required to repay any Series of Covered Bonds which have a Maturity Date prior to or on the same date as the relevant Series of Covered Bonds); and
 - (B) if the Earliest Maturing Covered Bonds are Hard Bullet Covered Bonds, any amount standing to the credit of the Pre-Maturity Liquidity Ledger in respect of those Hard Bullet Covered Bonds;
- O** is the True Balance of all the Loans in the Portfolio;
- D** is the outstanding balance of the Demand Loan calculated pursuant to the Intercompany Loan Agreement following the final determination of the Asset Percentage; and
- E** is the aggregate SGD Equivalent of the Required Redemption Amount in respect of each Series of Covered Bonds then outstanding.

For the avoidance of doubt, if A is zero or a negative number, then no Selected Loans in the Portfolio and their Related Security need be sold.

The Covered Bond Guarantor (in the case of Selected Loans which are Non-CPF Loans) or the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary (in the case of Selected Loans which are CPF Loans) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) will offer the Selected Loans for sale to Purchasers for the best price reasonably available but in any event:

- (a) following (x) the service of an Asset Coverage Test Breach Notice (which has not been revoked) but prior to service of a Notice to Pay or (y) a breach of the Pre-Maturity Test but prior to service of a Notice to Pay, in each case, for an amount not less than the sum of the aggregate True Balance of the Selected Loans; and
- (b) following service of a Notice to Pay, in relation to a sale to meet the Covered Bond Guarantor's obligations other than in respect of the repayment of the Demand Loan, for an amount not less than the sum of the Adjusted Required Redemption Amount for the relevant Series of Covered Bonds.

In respect of any sale of Selected Loans in the Portfolio (except where the Seller is buying the Selected Loans in accordance with its right of pre-emption in accordance with the Mortgage Sale Agreement and/or the Declaration of Assets Trust), the Covered Bond Guarantor or, as the case may be, the Assets Trustee

(on behalf of the Covered Bond Guarantee Beneficiary) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) will either:

- (i) prior to service of a Notice to Pay, appoint any member of the DBS Bank Group; or
- (ii) following service of a Notice to Pay, through a tender process appoint a portfolio manager, investment bank, bank or other institution or adviser of recognised standing on a basis intended to incentivise it to achieve the best price for the sale of the Selected Loans (if such terms are commercially available in the market),

(in each case, the “**Sale Adviser**”) to advise it in relation to the sale of the Selected Loans to Purchasers (except where the Seller is buying the Selected Loans, in accordance with its right of pre-emption in the Mortgage Sale Agreement and/or the Declaration of Assets Trust).

Following service of an Asset Coverage Test Breach Notice (which has not been revoked) but prior to service of a Notice to Pay, if the Covered Bond Guarantor determines (taking into account any advice or recommendations of the Sale Adviser) that it is unlikely that the Selected Loans will be able to be sold for such an amount, or that it is unlikely that a sale of the Selected Loans for such an amount will be able to be effected in time to enable the Asset Coverage Test to be satisfied as of the next Calculation Date, then the Covered Bond Guarantor and/or the Assets Trustee (on behalf of the Covered Bond Guarantor) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) may:

- (i) sell additional Selected Loans; and/or
- (ii) offer the Selected Loans and the additional Selected Loans for the best price possible (in accordance with the recommendations of the Sale Adviser).

Following a breach of the Pre-Maturity Test but prior to service of a Notice to Pay, if Selected Loans have not been sold (in whole or in part) for an amount not less than the price described in (a) above by the date which is three months prior to the date by which the Pre-Maturity Liquidity Ledger must be funded in order to prevent an Issuer Event of Default in accordance with Condition 9(a)(vii), and the Pre-Maturity Liquidity Ledger is not otherwise funded (see “*Credit Structure including Asset Tests — Pre-Maturity Liquidity*”), then the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) will offer the Selected Loans for sale at the best price reasonably obtainable in accordance with the advice of the Sale Adviser (if applicable).

Following service of a Notice to Pay, if the Selected Loans have not been sold (in whole or in part) for an amount not less than the amount described in paragraph (b) above by the date which is six months prior to, as applicable: (i) in respect of Earliest Maturing Covered Bonds that are Hard Bullet Covered Bonds in respect of the Covered Bond Guarantee, the Maturity Date of the Earliest Maturing Covered Bonds; or (ii) in respect of Earliest Maturing Covered Bonds that are subject to an Extended Due for Payment Date in respect of the Covered Bond Guarantee, the Extended Due for Payment Date in respect of the Earliest Maturing Covered Bonds, then the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) will offer the Selected Loans for sale for the best price reasonably available notwithstanding that such amount may be less than the Adjusted Required Redemption Amount.

Following service of a Notice to Pay, in addition to offering Selected Loans for sale to Purchasers in respect of the Earliest Maturing Covered Bonds, the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Cash Manager (on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) may (subject to the right of pre-emption in favour of the Seller in the Mortgage Sale Agreement and/or the Declaration

of Assets Trust) offer for sale an additional portfolio of Selected Loans in respect of other Series of Covered Bonds.

The Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) (or the Cash Manager on behalf of the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary, as the case may be) is permitted to offer for sale to Purchasers part of any portfolio of Selected Loans (a “**Partial Portfolio**”). Where a Notice to Pay has been served, except in circumstances where the portfolio of Selected Loans is being sold for a price less than the price described in (a) or (b) above, the sale price of the Partial Portfolio (as a proportion of the Adjusted Required Redemption Amount) shall be at least equal to the proportion that the Partial Portfolio bears to the relevant portfolio of Selected Loans.

The terms of any sale and purchase agreement with respect to the sale of Selected Loans (except where the Seller is buying the Selected Loans in accordance with its right of pre-emption under the Mortgage Sale Agreement and/or the Declaration of Assets Trust) will be subject to obtaining a Rating Agency Confirmation in respect of such sale and the relevant sale and purchase agreement will:

- (i) not include any representations and warranties from the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) or the Seller unless expressly agreed by the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) and the Seller, as the case may be (each acting in its discretion); and
- (ii) require a cash payment from the Relevant Purchasers in immediately available funds on or prior to the date of sale of the Selected Loans.

The sale of Selected Loans which are Non-CPF Loans and their Related Security (see above in relation to Converted Loans) will require a notice of assignment to be given by the Seller to the Borrower, Mortgagor, surety, guarantor and/or any other relevant counterparty and the Non-CPF Loans and their Related Security are transferred by the Seller to the Covered Bond Guarantor and, where applicable, registered with the appropriate authority(ies).

In respect of Selected Loans which are CPF Loans, where legal title is required to be transferred to a Purchaser, the Covered Bond Guarantee Beneficiary and the Assets Trustee shall use reasonable endeavours to obtain the Requisite CPF Loan Legal Title Transfer Approvals (unless the consent of the CPF Board to the transfer of the Mortgages relating to CPF Loans is not required). Prior to any Requisite CPF Loan Legal Title Transfer Approvals being obtained and unless the consent of the CPF Board to the transfer of the Mortgages relating to CPF Loans is not required the Covered Bond Guarantee Beneficiary and the Assets Trustee shall use reasonable endeavours to concurrently seek all of the Requisite CPF Loan Legal Title Transfer Approvals set out in paragraphs (a) to (c) of the definition of such term to the extent necessary to effect such transfer. Please see the section “*Declaration of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee*”.

Following any sale of Selected Loans which are CPF Loans and surrender to the Seller of the Covered Bond Guarantee Beneficiary’s beneficial interest therein, the Assets Trustee shall also, in accordance with the terms and conditions of the Declaration of Assets Trust, make a Distribution to the Covered Bond Guarantee Beneficiary. Following such Distribution, the relevant Selected Loans will, pursuant to and in accordance with the terms of the Declaration of Assets Trust, cease to be Trust Assets. Converted Loans shall be excluded from any sale of Selected Loans.

Sale of Top-up Loans

In the event of any sale (or surrender of its interest, as the case may be) of Loans (including Defaulted Loans and Selected Loans) and their Related Security by the Covered Bond Guarantor or the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary, any related Top-up Loans shall be offered

for sale as part of the same offer (such Loans, Related Security and related Top-up Loans which are being sold being referred to as the “**Single Mortgage Bundle**”). The Covered Bond Guarantor or the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) will identify any such related Top-up Loans in the relevant Loan Repurchase Notice, Defaulted Loans Notice or Selected Loans Offer Notice.

Where such Top-up Loans are sold (or interest surrendered, as the case may be) to the Seller, the purchase price for such Top-up Loans will be an amount equal to the outstanding balance of the Top-up Loans, such amounts to be subsequently adjusted to take into account any accrued interest and any other amounts due in respect of such Top-up Loans received by the Seller under such Top-up Loans in the period up to (but excluding) the relevant purchase date in respect of such Top-up Loans (see “*Declaration of Assets Trust — Repurchase adjustment in respect of CPF Loans and Top-up Loans*”). Where the Seller and the Ancillary Intercompany Loan Provider are the same entity and title to the Top-up Loans has not been perfected, the Covered Bond Guarantor’s rights, estate, title, interests, benefits and remedies or the Covered Bond Guarantee Beneficiary’s rights, estate, title, interests, benefits and remedies (as the case may be) to such Top-up Loans will be reassigned or released and surrendered (as the case may be) such that they vest completely in favour of the Ancillary Intercompany Loan Provider, in each case, free from the Security Interest created by the Singapore Deed of Charge.

Where such Top-up Loans are sold to a Purchaser who is not the Seller, the purchase price for such Top-up Loans will be an amount equal to the purchase price for the Single Mortgage Bundle less the purchase price for the Loans comprised in the Single Mortgage Bundle as agreed among the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) and the Purchaser at the point of the sale.

The proceeds from any sale of Top-up Loans will be used to repay Deemed Ancillary Intercompany Loan Advances outside the Priorities of Payments.

Limit on investing in Substitution Assets and Authorised Investments

Prior to the service of an Asset Coverage Test Breach Notice (which has not been revoked) or a Notice to Pay or Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor or following revocation of an Asset Coverage Test Breach Notice, the Cash Manager on behalf of the Covered Bond Guarantor will be permitted to invest Available Revenue Receipts, Available Principal Receipts and the proceeds of Advances and Subordinated Advances standing to the credit of the Covered Bond Guarantor Accounts in Substitution Assets, *provided that* such investments are made in accordance with the terms of the Cash Management Agreement and do not contravene or result in the contravention of MAS Notice 648, as amended from time to time and/or such other notices, regulations and rules which may be introduced by the MAS from time to time. Depositing any amounts in any Covered Bond Guarantor Account will not constitute an investment in Substitution Assets for these purposes.

Following service of an Asset Coverage Test Breach Notice (which has not been revoked) or a Notice to Pay on the Covered Bond Guarantor, all Substitution Assets may be sold by the Covered Bond Guarantor (or the Cash Manager on its behalf) at the best price possible taking into account market conditions at that time and the nature of the Substitution Assets and the proceeds credited to the Transaction Account.

The Cash Manager on behalf of the Covered Bond Guarantor may at any time (including both prior to and following service of a Notice to Pay) invest some or all available funds in Authorised Investments, *provided that* such investments are made in accordance with the terms of the Cash Management Agreement and do not contravene or result in the contravention of MAS Notice 648, as amended or replaced from time to time and/or such other notices, regulations and rules which may be introduced by the MAS from time to time.

Other provisions

The allocation and distribution of Revenue Receipts, Principal Receipts and all other amounts received by the Covered Bond Guarantor is described under “*Cashflows and Priorities of Payments*”.

The Establishment Deed is governed by Singapore law.

Cash Management Agreement

The Cash Manager will provide certain cash management services to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee, the All Monies Trustee and the Security Trustee pursuant to the terms of the Cash Management Agreement entered into on 16 June 2015 (as amended, restated, supplemented or novated from time to time) among, *inter alios*, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Corporate Services Provider, the Issuer in its capacities as the Seller, the Assets Trustee, the Servicer and the Cash Manager and the Security Trustee and Bond Trustee.

The Cash Manager’s services include, but are not limited to:

- (a) maintaining the Ledgers on behalf of the Covered Bond Guarantor and the Assets Trustee;
- (b) making an Additional Contribution to the Assets Trustee to acquire New Loans (which are CPF Loans) and their Related Security (and any related Top-up Loans) from the Seller pursuant to the terms of the Declaration of Assets Trust;
- (c) maintaining records of all Authorised Investments and/or Substitution Assets, as applicable;
- (d) distributing the Revenue Receipts and the Principal Receipts in accordance with the Priorities of Payments (described under “*Cashflows and Priorities of Payments*”);
- (e) determining whether the Asset Coverage Test is satisfied on each Test Date (as of the immediately preceding Calculation Date) in accordance with the Establishment Deed, as more fully described under “*Credit Structure including Asset Tests — Asset Coverage Test*”;
- (f) determining whether the Amortisation Test is satisfied on each Test Date (as of the immediately preceding Calculation Date) following an Issuer Event of Default in accordance with the Establishment Deed, as more fully described under “*Credit Structure including Asset Tests — Amortisation Test*”;
- (g) on each Singapore Business Day, determining whether the Pre-Maturity Test for each Series of Hard Bullet Covered Bonds is satisfied, as more fully described under “*Credit Structure including Asset Tests — Pre-Maturity Liquidity*”;
- (h) providing the Asset Monitor with all necessary information to allow it to comply with its obligations under the Asset Monitor Agreement;
- (i) making the calculations and determinations required by the Intercompany Loan Agreement; and
- (j) preparation of Investor Reports for, amongst others, the Covered Bondholders, the Rating Agencies and the Bond Trustee.

Pursuant to the terms of the Cash Management Agreement, the Cash Manager has delegated the performance of certain of its duties to the Corporate Services Provider.

In the performance of such duties, the Corporate Services Provider shall act in accordance with the standards applicable to the Cash Manager and shall be liable for the performance of such duties in accordance with the same standard of liability applicable to the Cash Manager. The Cash Manager shall not be liable for the performance of such duties by the Corporate Services Provider. Such delegation may be varied or terminated at any time by the Cash Manager.

In certain circumstances, the Covered Bond Guarantor, the Assets Trustee (with the consent of or as directed by the Covered Bond Guarantee Beneficiary), the Covered Bond Guarantee Beneficiary, the All Monies Trustee and the Security Trustee will each have the right to terminate the appointment of the Cash Manager in which event each of the Covered Bond Guarantor, the Assets Trustee (with the consent of or as directed by the Covered Bond Guarantee Beneficiary), the Covered Bond Guarantee Beneficiary and the All Monies Trustee will use its reasonable endeavours to appoint a substitute. The termination will only take effect once the substitute has been appointed. Any substitute cash manager will have substantially the same rights and obligations as the Cash Manager (although the fee payable to the substitute cash manager may be higher).

Pursuant to the terms of the Cash Management Agreement, the Cash Manager is not liable for a failure to perform its obligations and shall be relieved from its obligations if it is rendered unable to carry out its obligations due to circumstances beyond its control, such as electricity power cuts, earthquakes, storms or acts of God.

The Cash Management Agreement is governed by Singapore law.

The Covered Bond Guarantor will pay a monthly fee to the Cash Manager and will reimburse the Cash Manager for all its costs and expenses properly incurred in acting as Cash Manager, as applicable. Any remuneration, costs and expenses paid by the Covered Bond Guarantor to the Cash Manager shall be paid subject to and in accordance with the Guarantee Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

Subordinated Loan Agreement

From time to time, the Issuer as subordinated loan provider (the “**Subordinated Loan Provider**”) may make Subordinated Advances to the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary (the “**Subordinated Loan Facility**”).

Except for Deemed Subordinated Advances (see below), the Subordinated Loan Facility is uncommitted and the Subordinated Loan Provider is not obliged to make Subordinated Advances to the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary and may elect to make or decline the requested Subordinated Advances in its absolute discretion.

Each Subordinated Advance (except for Deemed Subordinated Advances) must be used by the Covered Bond Guarantor or, as the case may be, the Covered Bond Guarantee Beneficiary:

- (a) to purchase New Loans which are Non-CPF Loans and their Related Security from the Seller, from time to time in accordance with the terms of the Mortgage Sale Agreement;
- (b) towards Additional Contributions to the Assets Trustee to acquire New Loans which are CPF Loans and their Related Security from the Seller pursuant to the terms of the Declaration of Assets Trust;
- (c) to invest in Authorised Investments and/or Substitution Assets in each case in accordance with the Establishment Deed; and/or
- (d) to make a deposit of the proceeds in the Transaction Account (including, without limitation, to fund the Reserve Fund and/or the Pre-Maturity Liquidity Ledger, in each case in accordance with the Establishment Deed).

Where amounts are not able to constitute Deemed Advances under the Intercompany Loan Agreement because the Deemed Advance Preconditions are not satisfied, they will constitute “**Deemed Subordinated Advances**”.

The Cash Manager may request Subordinated Advances on behalf of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary in order to enable the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary to meet their respective obligations under the Transaction Documents.

The Subordinated Loan will bear interest as set out in the Subordinated Loan Agreement.

The Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary will make repayments to the Subordinated Loan Provider on each Covered Bond Guarantee Payment Date if, and to the extent that, no Asset Coverage Test Breach Notice has been served on it (or, if such notice has been served, it has been revoked) and there are sufficient Available Principal Receipts and Available Revenue Receipts to make such payment in accordance with the applicable Priority of Payments. The Subordinated Loan will be subordinated to, *inter alia*, payments of principal and interest on the Intercompany Loan and the Covered Bond Guarantee, and all other payments or provisions ranking in priority to payments to be made to the Subordinated Loan Provider, in each case in accordance with the applicable Priorities of Payments.

The Subordinated Loan Agreement is governed by Singapore law.

Ancillary Intercompany Loan Agreement

Deemed Ancillary Intercompany Loan Advances will arise under the Ancillary Intercompany Loan Agreement if:

- (i) the Covered Bond Guarantee Beneficiary acquires an interest in a Top-up Loan in connection with a CPF Loan in the Portfolio or in connection with the acquisition of a CPF Loan and its Related Security under the terms of the Declaration of Assets Trust and such Top-up Loan is subject to the Assets Trust; and/or
- (ii) a Top-up Loan is sold and assigned by the Seller to the Covered Bond Guarantor in connection with a Non-CPF Loan in the Portfolio or in connection with the acquisition of a Non-CPF Loan and its Related Security in accordance with the terms of the Mortgage Sale Agreement; and/or
- (iii) as at any Calculation Date, there is an increase in the outstanding balance of a Top-up loan referred to in (i) or (ii) above.

Top-up Loans (and proceeds from the sale thereof) and Top-up Receipts will not form part of the cashflows or assets that are applied by the Covered Bond Guarantor or the Security Trustee in accordance with any Priorities of Payments.

Repayment of the Ancillary Intercompany Loan

The outstanding principal amount of the Ancillary Intercompany Loan at any time will equal the aggregate amount of Deemed Ancillary Intercompany Loan Advances minus the sum of any repayments. The Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary will make repayments to the Ancillary Intercompany Loan Provider on each Covered Bond Guarantee Payment Date. The Ancillary Intercompany Loan will be repayable (from Top-up Receipts and/or proceeds from the sale of Top-up Loans) outside the Priorities of Payments.

The Ancillary Intercompany Loan Agreement is governed by Singapore law.

Interest Rate Swap Agreement(s)

An Interest Rate Swap may be entered into by the Covered Bond Guarantor with an Interest Rate Swap Provider (if any) in order to provide a hedge against possible variances between the interest revenues received by the Covered Bond Guarantor, being primarily linked to the rates of interest payable on the Loans in the Portfolio (which may, for instance, include variable rates of interest or fixed rates of interest), and the interest amounts payable on the Intercompany Loan and (following the service of a Notice to Pay on the Covered Bond Guarantor) the Covered Bond Swap Agreement (or, if no Covered Bond Swap is in

place, the Covered Bonds). The Covered Bond Guarantor entered into an Interest Rate Swap Agreement on 16 June 2015 with the Issuer (in its capacity as Interest Rate Swap Provider) and may from time to time enter into an Interest Rate Swap Agreement with any other Interest Rate Swap Provider and may from time to time enter into an Interest Rate Swap under any such Interest Rate Swap Agreement. If an Interest Rate Swap is entered into under an Interest Rate Swap Agreement, the Covered Bond Guarantor and the Interest Rate Swap Provider shall agree under the terms of such Interest Rate Swap to swap the amount of interest received by the Covered Bond Guarantor in respect of the Loans in the Portfolio (other than interest received in respect of Defaulted Loans, Top-up Loans and Loans with unremedied or unwaived missed payments) and interest received by the Covered Bond Guarantor on the Transaction Account, Substitution Assets and any Authorised Investments in exchange for payment of one-month SOR plus a margin on the notional amount of the Interest Rate Swap (if any) to use towards paying the interest payable on the Intercompany Loan and, following the service of a Notice to Pay on the Covered Bond Guarantor, the amounts payable by the Covered Bond Guarantor under the Covered Bond Swap Agreement (or, if no Covered Bond Swap is in place, the Covered Bonds), plus, in each case, a certain amount for expenses.

The notional amount of the Interest Rate Swap (if any) entered into under the relevant Interest Rate Swap Agreement will be the aggregate outstanding principal amount in the Portfolio comprising the aggregate outstanding principal amount of any Non-CPF Loans and their Related Security and all interests in the Assets Trust including the aggregate outstanding principal amount of any CPF Loans and their Related Security, all amounts standing to the credit of the Transaction Account and any Authorised Investments and Substitution Assets (excluding Defaulted Loans, Selected Loans which have been disposed of by the Covered Bond Guarantor, Top-up Loans and Loans with unremedied or unwaived missed payments) in respect of the Calculation Period ending immediately prior to the relevant Interest Rate Swap payment date. The scheduled termination date of the Interest Rate Swap (if any) is the date on which the aggregate principal balance of the Portfolio is reduced to zero.

In the event that the relevant rating(s) of an Interest Rate Swap Provider (if any), or any guarantor, as applicable, is or are, as applicable, downgraded by a Rating Agency below the rating(s) specified in the relevant Interest Rate Swap Agreement (in accordance with the expectations of that Rating Agency) for such Interest Rate Swap Provider, and, where applicable, as a result of the downgrade, the then current rating(s) of the Covered Bonds would or may, as applicable, be adversely affected, such Interest Rate Swap Provider will be required to take certain remedial measures which may include providing collateral for its obligations, arranging for its obligations to be transferred to an entity with the ratings expected by the relevant Rating Agency to ensure that the then current rating(s) of the Covered Bonds would not be downgraded or procuring another entity with the ratings expected by the relevant Rating Agency to become co-obligor in respect of its obligations under the relevant Interest Rate Swap Agreement. Such remedial actions will be notified to the relevant Rating Agency. A failure to take such steps will allow the Covered Bond Guarantor to terminate the Interest Rate Swap (if any) under the relevant Interest Rate Swap Agreement.

Additionally, an Interest Rate Swap (if any) may also be terminated in the following circumstances (each referred to as an “**Interest Rate Swap Early Termination Event**”):

- (a) at the option of either party to the relevant Interest Rate Swap Agreement, if there is a failure by the other party to pay any amounts due under such Interest Rate Swap (if any) and such failure is not remedied on or before the third Business Day after notice of such failure is given to the party;
- (b) at the option of the Covered Bond Guarantor, if there is a failure by the relevant Interest Rate Swap Provider (if any) to perform any agreement or obligation (other than an obligation under (a) above) in accordance with the relevant Interest Rate Swap Agreement and such failure is not remedied within 30 days of a notice of such failure being given to the Covered Bond Guarantor;

- (c) at the option of the Covered Bond Guarantor, if there is a misrepresentation by the relevant Interest Rate Swap Provider (if any) as set out in the relevant Interest Rate Swap Agreement;
- (d) if there is a change in law which results in the illegality of the obligations to be performed by either party under the relevant Interest Rate Swap Agreement;
- (e) at the option of the relevant Interest Rate Swap Provider (if any), if any of the Priorities of Payments is amended (other than in accordance with the Transaction Documents) without the consent of the relevant Interest Rate Swap Provider (if any) such that the Covered Bond Guarantor's obligations to the relevant Interest Rate Swap Provider (if any) under the relevant Interest Rate Swap Agreement are further contractually subordinated to the Covered Bond Guarantor's obligations to any other Secured Creditor than they were as of the date of the relevant Interest Rate Swap Agreement;
- (f) upon the occurrence of the insolvency of the relevant Interest Rate Swap Provider (if any), or any guarantor and certain insolvency-related events in respect of the Covered Bond Guarantor;
- (g) upon the merger of the relevant Interest Rate Swap Provider (if any) without an assumption of all of its obligations under the relevant Interest Rate Swap Agreement;
- (h) in certain circumstances, if a deduction or withholding for or on account of taxes is imposed on payments under the Interest Rate Swap (if any); or
- (i) upon the service by the Bond Trustee of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor.

Upon the termination of the relevant Interest Rate Swap (if any) pursuant to an Interest Rate Swap Early Termination Event, the Covered Bond Guarantor or the relevant Interest Rate Swap Provider (if any) may be liable to make a termination payment to the other in accordance with the provisions of the relevant Interest Rate Swap Agreement.

Any Swap Collateral Excluded Amounts will be paid to the Interest Rate Swap Provider (if any) directly and not via the Priorities of Payments.

If withholding taxes are imposed on payments made by the relevant Interest Rate Swap Provider (if any) under the relevant Interest Rate Swap Agreement, the relevant Interest Rate Swap Provider (if any) shall always be obliged to gross up these payments. If withholding taxes are imposed on payments made by the Covered Bond Guarantor to the relevant Interest Rate Swap Provider (if any) under the relevant Interest Rate Swap Agreement, the Covered Bond Guarantor shall not be obliged to gross up those payments.

The notional amount of the Interest Rate Swap (if any) will be adjusted to correspond to any sale of any Loans, including any sale of Selected Loans (or transfer of Demand Loan Repayment Assets, as applicable) in accordance with the Transaction Documents following any of (i) a breach of the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds, (ii) the service of an Asset Coverage Test Breach Notice (which has not been revoked), (iii) the service of a Notice to Pay, (iv) the occurrence of a Demand Loan Repayment Event or (v) the Intercompany Loan Provider otherwise demanding that the Demand Loan be repaid, and swap termination payments (being a partial termination payment), calculated in accordance with the terms of the Interest Rate Swap (if any), may be due and payable in accordance with the terms of the Interest Rate Swap (if any) as a consequence thereof.

Any termination payment made by an Interest Rate Swap Provider (if any) to the Covered Bond Guarantor in respect of the relevant Interest Rate Swap (if any) will first be used to the extent necessary to pay a replacement Interest Rate Swap Provider to enter into a replacement Interest Rate Swap Agreement with the Covered Bond Guarantor, unless a replacement Interest Rate Swap Agreement has already been entered into on behalf of the Covered Bond Guarantor. Any premium received by the Covered Bond Guarantor from a replacement Interest Rate Swap

Provider in respect of a replacement Interest Rate Swap Agreement will first be used to make any termination payment due and payable by the Covered Bond Guarantor with respect to the previous Interest Rate Swap under the relevant Interest Rate Swap Agreement, unless such termination payment has already been made on behalf of the Covered Bond Guarantor.

Under each Interest Rate Swap Agreement, the Covered Bond Guarantor's obligations are limited in recourse to the Charged Property.

Each Interest Rate Swap Agreement will be governed by English law.

Covered Bond Swap Agreement

To provide a hedge against currency and/or interest rate risks in respect of amounts received by the Covered Bond Guarantor under the Loans and the Interest Rate Swap (if any) and amounts payable or that may become payable in respect of its obligations under the Covered Bond Guarantee, the Covered Bond Guarantor will enter into the Covered Bond Swap Agreement (prior to the first issuance of Covered Bonds under the Programme in respect of which the Covered Bond Guarantor is required to enter into such a swap) with the Covered Bond Swap Provider and may enter into one or more new schedules and confirmations thereunder for each Series and/or Tranche of Covered Bonds at the time such Covered Bonds are issued. To the extent required by the terms of the Covered Bond Swaps, the Covered Bond Swap Provider and the Covered Bond Guarantor will agree to swap SGD Equivalent amounts into foreign currency amounts reflecting the amounts payable under the relevant Series and/or Tranche of Covered Bonds. No cashflows will be exchanged under the Covered Bond Swap Agreement (and the swaps thereunder will not become effective) unless and until the service of a Notice to Pay on the Covered Bond Guarantor.

If, prior to the Maturity Date in respect of the relevant Series and/or Tranche of Covered Bonds or (if an Extended Due for Payment Date is specified as applicable in the Pricing Supplement for a Series of Covered Bonds and the payment of the amount corresponding to the Final Redemption Amount or any part of it by the Covered Bond Guarantor under the Covered Bond Guarantee is deferred until the relevant Extended Due for Payment Date pursuant to Condition 5(a) any Interest Payment Date thereafter up to (and including) the relevant Extended Due for Payment Date, the Covered Bond Guarantor notifies (pursuant to the terms of the Covered Bond Swap) the relevant Covered Bond Swap Provider of the amount in the Specified Currency to be paid by the Covered Bond Swap Provider on such Maturity Date or Interest Payment Date (such amount being equal to the Final Redemption Amount or the relevant portion thereof payable by the Covered Bond Guarantor on such Maturity Date or Interest Payment Date under the Covered Bond Guarantee in respect of the relevant Series and/or Tranche of Covered Bonds), the Covered Bond Swap Provider will pay the Covered Bond Guarantor such amount and the Covered Bond Guarantor will pay the Covered Bond Swap Provider the SGD Equivalent of such amount. Further, if on any day an Early Redemption Amount is payable pursuant to Condition 5(b), (if required) the Covered Bond Swap Provider will pay the Covered Bond Guarantor such amount (or the relevant portion thereof) and the Covered Bond Guarantor will pay the Covered Bond Swap Provider the SGD Equivalent thereof, following which the notional amount of the relevant Covered Bond Swaps will reduce accordingly.

Each Covered Bond Swap will terminate on the Maturity Date of the related Series and/or Tranche of Covered Bonds or, if the Covered Bond Guarantor is unable to pay in full Guaranteed Amounts corresponding to the Final Redemption Amount (whether or not it has notified the Covered Bond Swap Provider), on the final Interest Payment Date on which an amount representing the Final Redemption Amount of the related Series and/or Tranche of Covered Bonds is paid (but in any event not later than the Extended Due for Payment Date).

Under the terms of each Covered Bond Swap Agreement, in the event that the relevant rating(s) of the Covered Bond Swap Provider, or any guarantor, as applicable, is or are, as applicable, downgraded by a

Rating Agency below the rating(s) specified in the relevant Covered Bond Swap Agreement (in accordance with the expectations of that Rating Agency) for the Covered Bond Swap Provider, and, where applicable, as a result of the downgrade, the then current rating(s) of the Covered Bonds would or may, as applicable, be adversely affected, the Covered Bond Swap Provider will, in accordance with the relevant Covered Bond Swap Agreement, be required to take certain remedial measures which may include providing collateral for its obligations under the Covered Bond Swap Agreement, arranging for its obligations under the Covered Bond Swap Agreement to be transferred to an entity with the ratings expected by the relevant Rating Agency to ensure that the then current rating(s) of the Covered Bonds would not be downgraded or procuring another entity with the ratings expected by the relevant Rating Agency to become co-obligor in respect of its obligations under the Covered Bond Swap Agreement. Such remedial actions will be notified to the relevant Rating Agency. A failure to take such steps will allow the Covered Bond Guarantor to terminate the Covered Bond Swaps entered into under that Covered Bond Swap Agreement.

A Covered Bond Swap may also be terminated in certain other circumstances (each referred to as a “**Covered Bond Swap Early Termination Event**”), including:

- (a) at the option of either party to the Covered Bond Swap Agreement, if there is a failure by the other party to pay any amounts due under such Covered Bond Swap and such failure is not remedied on or before the third Business Day after notice of such failure is given to the party;
- (b) at the option of the Covered Bond Guarantor, if there is a failure by the Covered Bond Swap Provider to perform any agreement or obligation (other than an obligation under (a) above) in accordance with the Covered Bond Swap Agreement and such failure is not remedied within 30 days of a notice of such failure being given to the Covered Bond Guarantor;
- (c) at the option of the Covered Bond Guarantor, if there is a misrepresentation by the Covered Bond Swap Provider as set out in the Covered Bond Swap Agreement;
- (d) if there is a change in law which results in the illegality of the obligations to be performed by either party under the Covered Bond Swap Agreement;
- (e) at the option of the Covered Bond Swap Provider, if any of the Priorities of Payments is amended (other than in accordance with the Transaction Documents) without the consent of the Covered Bond Swap Provider such that the Covered Bond Guarantor’s obligations to the Covered Bond Swap Provider under the Covered Bond Swap Agreement are further contractually subordinated to the Covered Bond Guarantor’s obligations to any other Secured Creditor than they were as of the date of the Covered Bond Swap Agreement;
- (f) upon the occurrence of the insolvency of the relevant Covered Bond Swap Provider or any guarantor, and certain insolvency-related events in respect of the Covered Bond Guarantor;
- (g) upon the merger of the Covered Bond Swap Provider without an assumption of all of its obligations under the relevant Covered Bond Swap Agreement;
- (h) in certain circumstances, if a deduction or withholding for or on account of taxes is imposed on payments under a Covered Bond Swap;
- (i) upon the service by the Bond Trustee of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor; or
- (j) upon the redemption and/or cancellation, in whole or in part, of the related Series of Covered Bonds.

Upon the termination of a Covered Bond Swap Agreement, the Covered Bond Guarantor or the relevant Covered Bond Swap Provider may be liable to make a termination payment to the other in accordance with the provisions of the relevant Covered Bond Swap Agreement. The amount of this termination payment will be calculated and made in Singapore dollars.

Any termination payment made by the Covered Bond Swap Provider to the Covered Bond Guarantor in respect of a Covered Bond Swap Agreement will first be used to the extent necessary (prior to the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice and/or the commencement of winding-up proceedings against the Covered Bond Guarantor and/or realisation of the Security) to pay a replacement Covered Bond Swap Provider (or replacement Covered Bond Swap Providers) to enter into a replacement Covered Bond Swap with the Covered Bond Guarantor, unless a replacement Covered Bond Swap (or replacement Covered Bond Swaps) has already been entered into on behalf of the Covered Bond Guarantor. Any premium received by the Covered Bond Guarantor from a replacement Covered Bond Swap Provider in respect of a replacement Covered Bond Swap will first be used to make any termination payment due and payable by the Covered Bond Guarantor with respect to the previous Covered Bond Swap under the relevant Covered Bond Swap Agreement, unless such termination payment has already been made on behalf of the Covered Bond Guarantor.

Any Swap Collateral Excluded Amounts will be paid to the Covered Bond Swap Provider directly and not via the Priorities of Payments.

If withholding taxes are imposed on payments made by any Covered Bond Swap Provider to the Covered Bond Guarantor under a Covered Bond Swap Agreement, such Covered Bond Swap Provider shall always be obliged to gross up those payments. If withholding taxes are imposed on payments made by the Covered Bond Guarantor to the Covered Bond Swap Provider under a Covered Bond Swap Agreement, the Covered Bond Guarantor shall not be obliged to gross up those payments.

In the event that the Covered Bonds are redeemed and/or cancelled in accordance with the Conditions (other than in accordance with Condition 5(a)), the Covered Bond Swap(s) in connection with such Covered Bonds will terminate or partially terminate, as the case may be. Swap termination payments (or partial termination payments) calculated in accordance with the terms of the Covered Bond Swap(s) may be due and payable in accordance with the terms of the relevant Covered Bond Swap(s) as a consequence thereof.

Under the Covered Bond Swap Agreement, the Covered Bond Guarantor's obligations are limited in recourse to the Charged Property.

The Covered Bond Swap Agreement will be governed by English law.

Bank Account Agreement

Pursuant to the terms of the Bank Account Agreement entered into on 16 June 2015 (as amended, restated, supplemented or novated from time to time) among, *inter alios*, the Covered Bond Guarantor, the Account Bank, the Cash Manager and the Security Trustee, the Covered Bond Guarantor will maintain with the Account Bank the Transaction Account, which will be operated in accordance with the Bank Account Agreement, the Cash Management Agreement, the Establishment Deed and the Singapore Deed of Charge. On each Covered Bond Guarantee Payment Date, as applicable, amounts required to meet the Covered Bond Guarantor's various creditors will be transferred to the Payment Ledger on the Transaction Account and applied by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) in accordance with the Priorities of Payments (see "*Cashflows and Priorities of Payments*"). The Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee, the All Monies Trustee, the All Monies Beneficiaries and the Cash Manager may, upon written notice to the Account Bank and the Security Trustee, terminate the appointment of the Account Bank if either of the following matters occur:

- (a) if a deduction or withholding for or on account of any Tax is imposed, or it appears likely that such a deduction or withholding will be imposed, in respect of the interest payable on any Covered Bond Guarantor Account; or

- (b) if the Account Bank breaches its obligations under the Bank Account Agreement, the Singapore Deed of Charge or any other Transaction Document to which the Account Bank is a party, *provided that* termination following such breach would not adversely affect the then ratings of the Covered Bonds,

and the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee, the All Monies Trustee, the All Monies Beneficiaries and the Cash Manager must, upon written notice to the Account Bank and the Security Trustee, terminate the appointment of the Account Bank if either of the following matters occur:

- (i) if the Account Bank ceases to be rated the Account Bank Required Ratings and, within 30 days of such occurrence, (A) the Covered Bond Guarantor does not close the Transaction Account, the Swap Collateral Account and the Covered Bond Guarantor Trust Account and open replacement accounts with a financial institution (x) having the Account Bank Required Ratings and (y) being a person which holds all requisite licences or authorisations to perform the obligations of the Account Bank under the Bank Account Agreement, including, without limitation, a bank licence under the Banking Act; or (B) the Account Bank does not obtain a guarantee of its obligations under the Bank Account Agreement from a financial institution having equal to or above the Account Bank Required Ratings (in each case, *provided that* a Rating Agency Confirmation is obtained); or
- (ii) if an Insolvency Event occurs in respect of the Account Bank.

In the event the Transaction Account, the Swap Collateral Account and/or the Covered Bond Guarantor Trust Account is closed and a replacement account or accounts are opened with a replacement account bank, the Account Bank will use reasonable endeavours to ensure that the replacement Transaction Account, Swap Collateral Account and/or Covered Bond Guarantor Trust Account is an interest-bearing account yielding a commercially reasonable rate of return. No termination of the appointment of the Account Bank pursuant to (a), (b), (i) or (ii) above shall take effect until a financial institution (x) having the Account Bank Required Ratings and (y) being a person which holds all requisite licences or authorisations to perform the obligations of the Account Bank under the Bank Account Agreement, including, without limitation, a bank licence under the Banking Act enter into an agreement in form and substance similar to the Bank Account Agreement.

The Account Bank is not liable for a failure to perform its obligations if it is unable to do so due to circumstances beyond its control, such as strike, computer failure or power cuts.

The Bank Account Agreement will be governed by Singapore law.

Corporate Services Agreement

The Covered Bond Guarantor entered into a Corporate Services Agreement with, *inter alios*, Intertrust Singapore Corporate Services Pte. Ltd. (as Corporate Services Provider) on 16 June 2015 (as amended, restated, supplemented or novated from time to time), pursuant to which the Corporate Services Provider has agreed to provide to the Covered Bond Guarantor certain corporate services and such other services as the Cash Manager may delegate to it from time to time.

The Corporate Services Agreement is governed by Singapore law.

The Covered Bond Guarantor will pay certain fees to the Corporate Services Provider and will reimburse the Corporate Services Provider for all its costs and expenses properly incurred in acting as Corporate Services Provider, as applicable. Any remuneration, costs and expenses paid by the Covered Bond Guarantor to the Corporate Services Provider shall be paid subject to and in accordance with the Guarantee Priority of Payments or the Post-Enforcement Priority of Payments, as applicable.

Deeds of Charge

Pursuant to the terms of the English Security Trust Deed entered into on or about 1 April 2019 and the Singapore Deed of Charge entered into on 16 June 2015 (each as amended, restated, supplemented or novated from time to time) by the Covered Bond Guarantor, the Assets Trustee, the Covered Bond Guarantee Beneficiary, the Security Trustee and the other Secured Creditors, the secured obligations of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary and all other obligations of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary under or pursuant to the Transaction Documents to which it is a party are secured, *inter alia*, by the following security (the “**Security**”) over the following property, assets and rights (the “**Charged Property**”):

- (a) a first fixed charge (which may take effect as a floating charge) over the Covered Bond Guarantor’s and (on behalf of the Covered Bond Guarantee Beneficiary) the Assets Trustee’s rights, estate, title, interests, benefits and remedies (both present and future) in, to and under the Portfolio in respect of the Loans and their Related Security (and any related Top-up Loans) and all other related rights under the same;
- (b) a first fixed charge (which may take effect as a floating charge) over the Covered Bond Guarantee Beneficiary’s rights, estate, title, interests, benefits and remedies (both present and future) in, to and under the Trust Assets (to the extent not charged under (a) above and all other related rights under the same;
- (c) a valid assignment by way of first fixed security over all of the rights, estate, title, interests, benefits and remedies (present and future) of each of the Covered Bond Guarantor and the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary in, to and under the Insurance Policies;
- (d) a valid assignment by way of first fixed security (which may take effect as a floating charge over) all of the Covered Bond Guarantor’s and (on behalf of the Covered Bond Guarantee Beneficiary) the Assets Trustee’s rights, estate, title, interests, benefits and remedies (present and future) in, to and under any Transaction Document to which it is a party (and, in respect of the Interest Rate Swap Agreement(s) and Covered Bond Swap Agreement, after giving effect to all applicable netting provisions therein) (created under, in respect of Transaction Documents governed by Singapore law, the Singapore Deed of Charge or, in respect of the Transaction Documents governed by English law, the English Security Trust Deed);
- (e) a first fixed charge (which may take effect as a floating charge) over the rights, estate, title, interests, benefits and remedies (both present and future) of the Covered Bond Guarantor in, to and under all monies standing to the credit of the Transaction Account (including any Excess Proceeds), the Swap Collateral Account and any other account of the Covered Bond Guarantor;
- (f) a first fixed charge (which may take effect as a floating charge) over the rights, estate, title, interests, benefits and remedies (both present and future) of the Covered Bond Guarantor in, to and under or in respect of all Authorised Investments and Substitution Assets purchased from time to time from using monies standing to the credit of the Transaction Account; and
- (g) a first floating charge over all the property, assets, rights and revenues and the whole of the undertaking of the Covered Bond Guarantor and the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary (including over the assets of the Covered Bond Guarantor governed by English law).

The Covered Bond Guarantee Beneficiary has covenanted in the Singapore Deed of Charge that it shall not call, request or act in any manner to transfer legal title in any of the Trust Assets from the Assets Trustee to itself without the prior written consent of the Security Trustee. The Security Trustee has covenanted in the Singapore Deed of Charge that it shall not consent to any such transfer of legal title in the Trust Assets to the Covered Bond Guarantee Beneficiary in any circumstances.

Release of Security

In the event of any sale of Loans (including Selected Loans) and their Related Security (and any related Top-up Loans) (and any other related rights under the same) by or on behalf of the Covered Bond Guarantor or the surrender by the Covered Bond Guarantee Beneficiary of its interest in all or part of the Trust Assets, in each case pursuant to and in accordance with the Transaction Documents, the Security Trustee shall, if so requested in writing by the Covered Bond Guarantor or the Assets Trustee on behalf of the Covered Bond Guarantee Beneficiary release, reassign or discharge those Loans and their Related Security (and any related Top-up Loans) (and any other related rights under the same) from the Security Interests created by and pursuant to the Singapore Deed of Charge on the date of such sale *provided that*:

- (a) the Covered Bond Guarantor provides to the Security Trustee a certificate confirming that such sale has been made in accordance with the terms of the Transaction Documents and, in the case of Selected Loans only, that the Selected Loans being sold have been selected on a Random Basis; and
- (b) (except where the Seller is buying the Selected Loans in accordance with its right of pre-emption under the Mortgage Sale Agreement and/or the Declaration of Assets Trust) a Rating Agency Confirmation has been obtained in respect of any sale of Selected Loans and the required terms of the sale and purchase agreement in respect of such sale of Selected Loans has been met, in accordance with the terms described under "*Establishment Deed — Method of Sale of Selected Loans*".

In the event of any sale of related Top-up Loans by the Covered Bond Guarantor pursuant to and in accordance with the Transaction Documents, the Security Trustee will (subject to the written request of the Covered Bond Guarantor) release those Top-up Loans from the Security created by and pursuant to the Singapore Deed of Charge on the date of such sale.

In the event of any reassignment, release and surrender or transfer (as applicable) of the Covered Bond Guarantor's equitable rights, estate, title, interests, benefits and remedies to the Demand Loan Repayment Assets by or on behalf of the Covered Bond Guarantor pursuant to and in accordance with the Transaction Documents, such Loans and their Related Security (and any other related rights under the same) (or, in the case of Trust Assets, the Covered Bond Guarantee Beneficiary's rights, estate, title, interests, benefits and remedies in, to and under the Trust Assets) shall be automatically deemed reassigned, released or discharged from the Security Interests pursuant to the terms of the Singapore Deed of Charge on the date of such repayment of the Demand Loan.

The Security Trustee shall not be responsible for monitoring whether or not (i) in the event of any sale of Loans (including Selected Loans) and their Related Security (and any related Top-up Loans) by the Covered Bond Guarantor (or, in the case of Trust Assets, the surrender by the Covered Bond Guarantee Beneficiary of its rights, estate, title, interests, benefits and remedies in, to and under the Trust Assets) as described above, such sale and/or surrender is made or has been made in accordance with the terms of the Transaction Documents, (ii) the Loans and their Related Security (and any related Top-up Loans) which are the subject of such sale and/or surrender have been so released, reassigned and/or discharged from the Security Interests under the Singapore Deed of Charge, (iii) in the case of Selected Loans only, such Loans have been selected on a Random Basis, (iv) in the event of the repurchase of a Non-CPF Loan and its Related Security (and any related Top-up Loans) by the Seller and/or the surrender of the Trust Assets in relation to the CPF Loans and their Related Security (and any related Top-up Loans) by the Covered Bond Guarantee Beneficiary to the Seller as described above, any such repurchase and/or surrender has been made or completed in accordance with the terms of the Transaction Documents and such Loan and its Related Security (and any related Top-up Loans) have been so released, reassigned and/or discharged from the Security Interests under the Singapore Deed of Charge and/or (v) any such sale and/or surrender has been effected on terms commercially available in the market or effected in a timely manner. The Security Trustee shall not be liable to any person for any loss occasioned thereby.

Enforcement

If a Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor, the Bond Trustee will be entitled to direct the Security Trustee to appoint a receiver, and/or enforce the Security constituted by the Deeds of Charge (including selling all or part of the Portfolio), and/or take such steps as it may think fit to enforce the Security, subject in each case to the Bond Trustee and the Security Trustee each being indemnified and/or secured and/or prefunded to its satisfaction. All proceeds received by the Security Trustee from the enforcement or realisation of the Security will be applied in accordance with the Post-Enforcement Priority of Payments described under "*Cashflows and Priorities of Payments*".

The Singapore Deed of Charge is governed by Singapore law. The English Security Trust Deed (creating security over the Transaction Documents which are governed by English law) is governed by English law, save that defined terms incorporated by reference from the Master Definitions Agreement shall be governed by and construed in accordance with Singapore law.

GST

Any sum payable by the Covered Bond Guarantor which constitutes the consideration for any supply for GST purposes is deemed to be exclusive of any GST which is chargeable on that supply. If GST is or becomes chargeable on any supply made by a party to the Covered Bond Guarantor under a Transaction Document, the Covered Bond Guarantor must pay to such party (in addition and at the same time as paying the consideration for such supply) an amount equal to the amount of such GST.

CREDIT STRUCTURE INCLUDING ASSET TESTS

The Covered Bonds will be direct, unsecured and unsubordinated obligations of the Issuer. The Covered Bond Guarantor has no obligation to pay the Guaranteed Amounts under the Covered Bond Guarantee until the occurrence of an Issuer Event of Default, service by the Bond Trustee on the Issuer of an Issuer Acceleration Notice and on the Covered Bond Guarantor of a Notice to Pay or, if earlier, following the occurrence of a Covered Bond Guarantor Event of Default and service by the Bond Trustee of a Covered Bond Guarantor Acceleration Notice. The Issuer will not be relying on payments by the Covered Bond Guarantor in respect of the Advances or receipt of Revenue Receipts or Principal Receipts from the Portfolio in order to pay interest or repay principal under the Covered Bonds.

There are a number of features of the Programme which enhance the likelihood of timely and, as applicable, ultimate payments to the Covered Bondholders, as follows:

- (a) the Covered Bond Guarantee provides credit support to the Issuer;
- (b) the Asset Coverage Test is intended to test the asset coverage of the Covered Bond Guarantor's assets in respect of the Covered Bonds at all times;
- (c) the Pre-Maturity Test is intended to provide liquidity to the Covered Bond Guarantor in respect of principal due on the Maturity Date of Hard Bullet Covered Bonds;
- (d) the Amortisation Test is intended to test the asset coverage of the Covered Bond Guarantor's assets in respect of the Covered Bonds following the occurrence of an Issuer Event of Default, service of an Issuer Acceleration Notice on the Issuer and service of a Notice to Pay on the Covered Bond Guarantor; and
- (e) a Reserve Fund (unless the Issuer's short-term, unsecured and unsubordinated debt obligations are rated at least F1 by Fitch and P-1 by Moody's) will be established in the Transaction Account to trap Available Revenue Receipts.
- (f) Certain of these factors are considered more fully in the remainder of this section.

Covered Bond Guarantee

The Covered Bond Guarantee provided by the Covered Bond Guarantor under the Trust Deed guarantees payment of Guaranteed Amounts when the same become Due for Payment in respect of all Covered Bonds issued under the Programme. The Covered Bond Guarantee will not guarantee any amount becoming payable for any other reason, including any accelerated payment pursuant to Condition 9 following the occurrence of an Issuer Event of Default. In this circumstance (and until a Covered Bond Guarantor Event of Default occurs and a Covered Bond Guarantor Acceleration Notice is served), the Covered Bond Guarantor's obligations will only be to pay the Guaranteed Amounts as they fall Due for Payment.

See further "*Summary of the Principal Documents — Trust Deed*" as regards the terms of the Covered Bond Guarantee. See further "*Cashflows and Priorities of Payments — Allocation and Distribution of Funds following service of a Notice to Pay*" as regards the payment of amounts payable by the Covered Bond Guarantor to the Covered Bondholders and other Secured Creditors following the occurrence of an Issuer Event of Default.

Pre-Maturity Liquidity

Certain Series of Covered Bonds are Hard Bullet Covered Bonds. The applicable Pricing Supplement will identify whether any Series of Covered Bonds is a Series of Hard Bullet Covered Bonds. The Pre-Maturity Test is intended to provide liquidity for the Hard Bullet Covered Bonds when the Issuer's credit ratings cease to meet specified ratings levels. On each Pre-Maturity Test Date, the Covered Bond Guarantor (or

the Cash Manager acting on its behalf) will determine if the Pre-Maturity Test has been breached and, if so, the Covered Bond Guarantor (or the Cash Manager acting on its behalf) shall immediately notify the Covered Bond Guarantor, the Seller, the Issuer, the Rating Agencies and the Security Trustee thereof.

The Issuer will fail and be in breach of the "Pre-Maturity Test" in relation to a Series of Hard Bullet Covered Bonds on a Pre-Maturity Test Date if:

- (a) the rating from Fitch of the Issuer's short-term, unsecured and unsubordinated debt obligations cease to be at least F1+ (or if the Issuer's long-term unsecured and unsubordinated debt obligations cease to be rated at least A by Fitch) and the Maturity Date of the Series of Hard Bullet Covered Bonds falls within 12 months from the relevant Pre-Maturity Test Date; or
- (b) the rating from Moody's of the Issuer's unsecured and unsubordinated debt obligations cease to be at least P-1 and the Maturity Date of the Series of Hard Bullet Covered Bonds falls within 12 months from the relevant Pre-Maturity Test Date.

Following a failure of the Pre-Maturity Test in respect of a Series of Hard Bullet Covered Bonds but prior to the service of a Notice to Pay, the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) will, taking into account any Advances or Subordinated Advances made by the Intercompany Loan Provider or the Subordinated Loan Provider and/or funded under the applicable Priorities of Payments, as soon as practicable offer to sell Selected Loans to Purchasers (subject to the Seller's right of pre-emption pursuant to the Mortgage Sale Agreement and/or the Declaration of Assets Trust) with the intention that there will be an amount standing to the credit of the Pre-Maturity Liquidity Ledger at least equal to the Required Redemption Amount of that Series of Hard Bullet Covered Bonds (taking into account the Required Redemption Amount of all other Series of Hard Bullet Covered Bonds which mature prior to or on the same date as the relevant Series of Hard Bullet Covered Bonds). See "*Summary of the Principal Documents — Establishment Deed — Method of Sale of Selected Loans*".

In addition to the sale of Loans (including Selected Loans) and their Related Security, the Pre-Maturity Liquidity Ledger may be funded by:

- (a) Advances and/or Subordinated Advances; and/or
- (b) to the extent permitted by the Priorities of Payments, Available Revenue Receipts and Available Principal Receipts.

Failure by the Issuer to pay the full amount due in respect of a Series of Hard Bullet Covered Bonds on the Maturity Date thereof (subject to applicable cure periods) will constitute an Issuer Event of Default.

Following service of a Notice to Pay on the Covered Bond Guarantor in relation to a Series of Hard Bullet Covered Bonds but prior to the service of a Covered Bond Guarantor Acceleration Notice, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) must on behalf of the Covered Bond Guarantor apply funds standing to the Pre-Maturity Liquidity Ledger to repay the relevant Series of Hard Bullet Covered Bonds but shall cease to further fund the Pre-Maturity Liquidity Ledger in relation to that Series of Hard Bullet Covered Bonds. Following service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, all amounts standing to the credit of the Pre-Maturity Liquidity Ledger will be applied in accordance with the Post-Enforcement Priority of Payments.

If the Issuer and/or the Covered Bond Guarantor fully repay the relevant Series of Hard Bullet Covered Bonds on the Maturity Date thereof or the breach of the Pre-Maturity Test is remedied, the amount standing to the credit of the Pre-Maturity Liquidity Ledger on the Transaction Account shall be applied by the Covered Bond Guarantor in accordance with (prior to the service of a Notice to Pay on the Covered Bond Guarantor) the Pre-Acceleration Principal Priority of Payments and the Pre-Acceleration Revenue Priority

of Payments or (after service of a Notice to Pay on the Covered Bond Guarantor) the Guarantee Priority of Payments, unless the Issuer is failing the Pre-Maturity Test in respect of any other Series of Hard Bullet Covered Bonds, in which case amounts shall remain credited to the Pre-Maturity Liquidity Ledger to the extent required for such other Series of Hard Bullet Covered Bonds.

If the breach of the Pre-Maturity Test is remedied, the amount standing to the credit of the Pre-Maturity Liquidity Ledger shall be applied and paid in accordance with (prior to the service of a Notice to Pay on the Covered Bond Guarantor) the Pre-Acceleration Principal Priority of Payments and the Pre-Acceleration Revenue Priority of Payments or (after service of a Notice to Pay on the Covered Bond Guarantor) the Guarantee Priority of Payments on the next Covered Bond Guarantee Payment Date.

Failure to satisfy the Pre-Maturity Test in the circumstances set out in Condition 9(a)(vii) will result in the occurrence of an Issuer Event of Default.

Asset Coverage Test

The Asset Coverage Test is intended to test whether the Covered Bond Guarantor can meet its obligations under the Covered Bond Guarantee prior to the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice.

The Asset Coverage Test is a formula which calculates the Adjusted Aggregate Loan Amount by adjusting the True Balance of the Loans in the Portfolio based on the methodologies and cashflow models as set out in the Establishment Deed, and has further adjustments to take into account, among other things, the failure by the Seller, in accordance with the Mortgage Sale Agreement, to repurchase Loans that do not materially comply with the Representations and Warranties (in respect of Loans and their Related Security in the Initial Portfolio) on the First Closing Date and (in respect of New Loans and their Related Security in a New Portfolio) on the date of the service of the relevant New Portfolio Notice and on the relevant Closing Date, and the value of any Authorised Investments and/or Substitution Assets. See “*Summary of the Principal Documents — Establishment Deed — Asset Coverage Test*”.

Under the Establishment Deed, the Cash Manager will on or prior to each Test Date test whether, as of the immediately preceding Calculation Date, the Adjusted Aggregate Loan Amount is in an amount equal to or in excess of the aggregate SGD Equivalent of the outstanding nominal amount of the Covered Bonds. If the Adjusted Aggregate Loan Amount is less than the SGD Equivalent of the aggregate outstanding nominal amount of all the Covered Bonds, each calculated as of such Calculation Date, the Covered Bond Guarantor (at the direction of the Cash Manager) will use all commercially reasonable endeavours to acquire further Loans and their Related Security from the Seller and/or obtain an Advance under the Intercompany Loan Agreement or a Subordinated Advance under the Subordinated Loan Agreement to ensure that the Asset Coverage Test is met as of the next Calculation Date.

If on the next following Test Date the Adjusted Aggregate Loan Amount remains less than the SGD Equivalent of the aggregate outstanding nominal amount of all Covered Bonds (each calculated as of the Calculation Date immediately preceding that Test Date), the Asset Coverage Test will be breached and the Bond Trustee will serve an Asset Coverage Test Breach Notice on the Covered Bond Guarantor.

An Asset Coverage Test Breach Notice will be deemed to be revoked by the Bond Trustee if, on or before the first Test Date immediately succeeding service of the Asset Coverage Test Breach Notice, the Asset Coverage Test (as calculated as of the immediately preceding Calculation Date) is satisfied and neither a Notice to Pay nor a Covered Bond Guarantor Acceleration Notice has been served.

If an Asset Coverage Test Breach Notice has been served and is not revoked by the Bond Trustee on or before the first Test Date immediately succeeding service of an Asset Coverage Test Breach Notice, then an Issuer Event of Default will occur and the Bond Trustee will be entitled to serve an Issuer Acceleration

Notice. Following service of an Issuer Acceleration Notice, the Bond Trustee must serve a Notice to Pay on the Covered Bond Guarantor.

Amortisation Test

The Amortisation Test is intended to test whether, following service of a Notice to Pay on the Covered Bond Guarantor (but prior to service on the Covered Bond Guarantor of a Covered Bond Guarantor Acceleration Notice), the assets of the Covered Bond Guarantor available to meet its obligations under the Covered Bond Guarantee have fallen to a level where Covered Bondholders may not be repaid, in which case a Covered Bond Guarantor Event of Default will occur and all amounts owing under the Covered Bonds may be accelerated.

Under the Establishment Deed, the Amortisation Test will be satisfied as of each Calculation Date following service of a Notice to Pay on the Covered Bond Guarantor (but prior to service on the Covered Bond Guarantor of a Covered Bond Guarantor Acceleration Notice) if, on that Calculation Date, the Amortisation Test Aggregate Loan Amount will be in an amount at least equal to the SGD Equivalent of the aggregate outstanding nominal amount of the Covered Bonds as calculated on or before the relevant Test Date. The Amortisation Test is a formula which adjusts the True Balance of the Loans in the Portfolio based on the methodologies and cashflow models as set out in the Establishment Deed, and has further adjustments to take account of Defaulted Loans. See “*Summary of the Principal Documents — Establishment Deed — Amortisation Test*”.

Failure to satisfy the Amortisation Test will result in the occurrence of a Covered Bond Guarantor Event of Default — see Condition 9(b).

Reserve Fund

If, on any Singapore Business Day prior to the service on the Covered Bond Guarantor of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, the Reserve Fund Required Amount (if applicable) exceeds the balance on the Reserve Ledger on that Singapore Business Day, the Cash Manager on behalf of the Covered Bond Guarantor will within five Singapore Business Days of such day (i) request an Advance (under the Intercompany Loan Agreement) or (ii) if such an Advance is not available for utilisation because the conditions precedent required to be satisfied before such an Advance can be made cannot be met, request a Subordinated Advance, in either case, for an amount equal to the difference between the Reserve Fund Required Amount and the balance on the Reserve Ledger for the purpose of depositing the proceeds of the Advance or the Subordinated Advance in the Transaction Account to fund the Reserve Fund.

“**Reserve Fund Required Amount**” means:

- (a) if, and for so long as, the Issuer’s short-term, unsecured and unsubordinated debt obligations are rated at least P-1 by Moody’s and F1 by Fitch (and where the Issuer’s long-term unsecured and unsubordinated debt obligations are rated at least A by Fitch), nil or such other amount as the Issuer will direct the Covered Bond Guarantor from time to time;
- (b) if, and for so long as, the Issuer’s short-term, unsecured and unsubordinated debt obligations cease to be rated at least P-1 by Moody’s but are rated at least F1 by Fitch (and where the Issuer’s long-term unsecured and unsubordinated debt obligations are rated at least A by Fitch), an amount equal to the SGD Equivalent of amounts of: (i) in relation to each Series of Covered Bonds where a Covered Bond Swap is in place, the aggregate amounts due to the relevant Covered Bond Swap Provider in the immediately following three months; and/or (ii) in relation to each Series of Covered Bonds where a Covered Bond Swap is not in place, the aggregate amount of interest due in respect of each such Series of Covered Bonds in the immediately following three months; and (iii) an amount

equal to one-quarter of the anticipated aggregate annual amount payable in respect of the items specified in paragraphs (b) to (f) of the Pre-Acceleration Revenue Priority of Payments and, if applicable, paragraph (g) of the Pre-Acceleration Revenue Priority of Payments, *provided that* in determining the amount of the Reserve Fund Required Amount where any amount in respect of the Covered Bonds or the Covered Bond Swaps is by reference to a floating rate, the rate will be at the then current floating rate as at the date on which the amount is calculated;

- (c) if, and for so long as, the Issuer's short-term, unsecured and unsubordinated debt obligations cease to be rated at least F1 by Fitch (or if the Issuer's long-term unsecured and unsubordinated debt obligations cease to be rated at least A by Fitch) but are rated at least P-1 by Moody's, an amount equal to the SGD Equivalent of: (i) in relation to each Series of Covered Bonds where a Covered Bond Swap is in place and is provided by a party other than the Issuer (or a related party), the aggregate amounts due to the relevant Covered Bond Swap Provider in the immediately following three months; and/or (ii) in relation to each Series of Covered Bonds where a Covered Bond Swap is not in place and/or a Covered Bond Swap is provided by the Issuer (or a related party), the aggregate amount of interest due in respect of each such Series of Covered Bonds in the immediately following three months; and (iii) an amount equal to one-quarter of the anticipated aggregate annual amount payable in respect of the items specified in paragraphs (b) to (f) of the Pre-Acceleration Revenue Priority of Payments and, if applicable, paragraph (g) of the Pre-Acceleration Revenue Priority of Payments, *provided that*, in determining the amount of the Reserve Fund Required Amount where any amount in respect of the Covered Bonds or the Covered Bond Swaps is by reference to a floating rate, the rate will be at the then current floating rate as at the date on which the amount is calculated; or
- (d) if, and for so long as, the Issuer's short-term, unsecured and unsubordinated debt obligations cease to be rated at least P-1 by Moody's and F1 by Fitch (or if the Issuer's long-term unsecured and unsubordinated debt obligations cease to be rated at least A by Fitch), the higher of the amounts determined in accordance with paragraphs (b) and (c) above.

A Reserve Ledger will be maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) to record the balance from time to time of the Reserve Fund. Following the service of a Notice to Pay or an Asset Coverage Test Breach Notice, amounts standing to the credit of the Reserve Fund will be added to certain other income of the Covered Bond Guarantor in calculating Available Revenue Receipts.

Unless otherwise funded under the Intercompany Loan Agreement or the Subordinated Loan Agreement (at the option of the Lender thereunder), the Reserve Fund will be funded up to the Reserve Fund Required Amount from Available Revenue Receipts in accordance with the Pre-Acceleration Revenue Priority of Payments on each Covered Bond Guarantee Payment Date.

The balance on the Reserve Ledger in excess of the Reserve Fund Required Amount will form part of Available Principal Receipts (up to an amount equal to the amount drawn under the Intercompany Loan Agreement or the Subordinated Loan Agreement to fund the Reserve Fund) and (in respect of the remaining balance) Available Revenue Receipts and be applied accordingly.

CASHFLOWS AND PRIORITIES OF PAYMENTS

As described under “*Credit Structure including Asset Tests*”, until a Notice to Pay or a Covered Bond Guarantor Acceleration Notice is served on the Covered Bond Guarantor, the Covered Bonds will be obligations of the Issuer only. The Issuer is liable to make payments when due on the Covered Bonds, whether or not it has ultimately received any corresponding payment from the Covered Bond Guarantor.

This section summarises the Priorities of Payments of the Covered Bond Guarantor as to the allocation and distribution of amounts standing to the credit of the Covered Bond Guarantor Accounts and their order of priority:

- (a) prior to service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice, a Notice to Pay or a Covered Bond Guarantor Acceleration Notice and/or realisation of the Security;
- (b) following service of an Asset Coverage Test Breach Notice (which has not been revoked);
- (c) following service of a Notice to Pay; and
- (d) following service of a Covered Bond Guarantor Acceleration Notice and/or realisation of the Security.

Calculation and Transfer of Available Revenue Receipts and Available Principal Receipts

- (a) On or prior to the Test Date immediately prior to each Covered Bond Guarantee Payment Date, the Covered Bond Guarantor or the Cash Manager on its behalf shall calculate:
 - (i) the amount of Available Revenue Receipts available for distribution; and
 - (ii) the amount of Available Principal Receipts available for distribution,in all cases, as of the Calculation Date immediately preceding that Test Date.
- (b) Unless the section headed “*Cashflows and Priorities of Payments — Allocation and Distribution of Funds following service of a Notice to Pay*” applies, on each Covered Bond Guarantee Payment Date, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such functions) on behalf of the Covered Bond Guarantor will transfer:
 - (i) Available Revenue Receipts from the Revenue Ledger and the Reserve Ledger to the Payment Ledger on the Transaction Account, in an amount equal to the amount of Available Revenue Receipts standing to the credit of the Transaction Account; and
 - (ii) funds from the Principal Ledger to the Payment Ledger on the Transaction Account, in an amount equal to the amount of Available Principal Receipts standing to the credit of the Transaction Account.

Allocation and Distribution of Available Revenue Receipts prior to service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice, a Notice to Pay or a Covered Bond Guarantor Acceleration Notice or following revocation of an Asset Coverage Test Breach Notice.

Prior to the service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked), a Notice to Pay or a Covered Bond Guarantor Acceleration Notice or following the revocation of an Asset Coverage Test Breach Notice, Available Revenue Receipts shall be applied as described below.

On each Covered Bond Guarantee Payment Date, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) on behalf of the Covered Bond Guarantor will apply Available Revenue Receipts standing to the credit of the Payment Ledger on the Transaction Account as set out in paragraph (b)(i) above, to pay or provide for the following obligations of the Covered Bond Guarantor in the following order of priority (except for amounts under paragraph (e)(ii) below which shall be paid when due) (the “**Pre-Acceleration Revenue Priority of Payments**”) (in each case only if and to the extent that payments or provisions of a higher priority have been made in full):

- (a) first, in or towards payment of all amounts (other than principal) then due and payable in respect of the Demand Loan pursuant to the terms of the Intercompany Loan Agreement;
- (b) next, in or towards payment of any liability of the Covered Bond Guarantor for Taxes;
- (c) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) the Bond Trustee’s fees and any Costs then due and payable or to become due and payable to the Bond Trustee under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
 - (ii) the Security Trustee’s fees and any Costs then due and payable or to become due and payable to the Security Trustee under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
 - (iii) the Agents’ fees and any Costs then due and payable or to become due and payable to the Agents under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
 - (iv) the Corporate Services Provider’s fees and any Costs then due and payable or to become due and payable to the Corporate Services Provider under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
 - (v) the Assets Trustee’s fees and any Costs then due and payable or to become due and payable to the Assets Trustee under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date; and
 - (vi) the Replacement Assets Trustee’s fees and any Costs then due and payable or to become due and payable to the Replacement Assets Trustee under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
- (d) next, in or towards payment of the Servicer’s fees and any Costs then due and payable or to become due and payable to the Servicer under the provisions of the Servicing Agreement in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
- (e) next, in or towards payment *pro rata* and *pari passu* of:
 - (i) any fees and Costs then due and payable or to become due and payable in connection with the seeking of any Requisite CPF Loan Legal Title Transfer Approval under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date; and
 - (ii) any fees and Costs then due and payable by the Covered Bond Guarantor to any person (other than a party to a Transaction Document) and incurred without breach by the Covered Bond Guarantor of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere in this Pre-Acceleration Revenue Priority of Payments) and any such amounts expected to become due and payable by the Covered Bond Guarantor

in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;

- (f) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) the Cash Manager's fees and any costs, charges, liabilities and expenses then due and payable or to become due and payable to the Cash Manager under the provisions of the Cash Management Agreement in Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
 - (ii) amounts (if any) then due and payable to the Account Bank (including any costs, charges, liabilities and expenses) pursuant to the terms of the Bank Account Agreement; and
 - (iii) amounts then due and payable to the Asset Monitor pursuant to the terms of the Asset Monitor Agreement;
- (g) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of all amounts then due and payable to the relevant Interest Rate Swap Provider (if any) (including any termination payment due and payable by the Covered Bond Guarantor under the relevant Interest Rate Swap Agreement (if any), but excluding any Excluded Swap Termination Amount (except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers)) pursuant to the terms of the relevant Interest Rate Swap Agreement (if any);
- (h) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of all amounts then due and payable or to become due and payable in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date to the relevant Covered Bond Swap Providers (other than in respect of principal or, in respect of cross-currency swaps, exchange amounts) in respect of each relevant Covered Bond Swap (including any termination payment due and payable by the Covered Bond Guarantor under the Covered Bond Swap Agreement, but excluding any Excluded Swap Termination Amount (except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers)) pursuant to the terms of the relevant Covered Bond Swap Agreement;
- (i) next, in or towards a credit to the Transaction Account (with a corresponding credit to the Reserve Ledger) of an amount up to but not exceeding the amount by which the Reserve Fund Required Amount (if applicable) exceeds the existing balance on the Reserve Ledger as calculated as of the immediately preceding Calculation Date;
- (j) next, if the Issuer is in breach of the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds, towards a credit to the Transaction Account (with a corresponding credit to the Pre-Maturity Liquidity Ledger) of an amount up to but not exceeding the difference between:
 - (i) the Required Redemption Amount as calculated as of the immediately preceding Calculation Date for all Series of Hard Bullet Covered Bonds which mature within 12 months of that Calculation Date; and
 - (ii) all amounts standing to the credit of the Pre-Maturity Liquidity Ledger as of the immediately preceding Calculation Date,taking into account amounts to be applied to the Pre-Maturity Liquidity Ledger in accordance with the Establishment Deed on that Covered Bond Guarantee Payment Date;
- (k) next, in or towards crediting the Covered Bond Guarantee Retained Amount Ledger of the Covered Bond Guarantor in an amount equal to the Covered Bond Guarantee Retained Amount;

- (l) next, in or towards payment *pro rata* and *pari passu* of any amounts due and payable or to become due and payable in the immediately succeeding Covered Bond Guarantee Payment Period (excluding principal amounts) in respect of each relevant Advance under the Guarantee Loan to the Issuer pursuant to the terms of the Intercompany Loan Agreement;
- (m) next, if a Servicer Termination Event has occurred, all remaining Available Revenue Receipts to be credited to the Transaction Account (with a corresponding credit to the Revenue Ledger) until such Servicer Termination Event is either remedied by the Servicer or waived by the Security Trustee or a new servicer is appointed to service the Portfolio (or the relevant part thereof);
- (n) next, in or towards payment *pro rata* and *pari passu* in accordance with the respective amounts thereof of any Excluded Swap Termination Amounts due and payable by the Covered Bond Guarantor under the Covered Bond Swap Agreement(s) and the Interest Rate Swap Agreement(s) (if any), except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers;
- (o) next, in or towards payment of all amounts then due and payable or to become due and payable (excluding principal amounts) in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date in respect of the Subordinated Advances pursuant to the terms of the Subordinated Loan Agreement;
- (p) next, if the Cash Manager or the Subordinated Loan Provider so elects, in or towards repayment of the Subordinated Loan; and
- (q) next, in or towards payment to the Seller of (a) the then Deferred Consideration Amount due to the Seller (in respect of Non-CPF Loans) and (b) the then Deferred Contribution Consideration Amount due to the Seller (in respect of CPF Loans).

All amounts, other than Swap Collateral Excluded Amounts, received by the Covered Bond Guarantor under the relevant Interest Rate Swap Agreement (if any) on or after the Covered Bond Guarantee Payment Date but prior to the next following Covered Bond Guarantee Payment Date will be applied in the following order of priority:

- (i) first, to the extent that any amounts were not able to be paid or provided for as described in the Pre-Acceleration Revenue Priority of Payments on the relevant Covered Bond Guarantee Payment Date due to the late receipt of payment by the Covered Bond Guarantor from the relevant Interest Rate Swap Provider (if any), promptly to pay or provide for those amounts in the order of priority specified in the Pre-Acceleration Revenue Priority of Payments; and
- (ii) next, as a credit to the Transaction Account (with a corresponding credit to the Revenue Ledger) and applied as Available Revenue Receipts on the next succeeding Covered Bond Guarantee Payment Date.

If any Swap Collateral Available Amounts are received by the Covered Bond Guarantor on a Covered Bond Guarantee Payment Date, such amounts shall be applied by the Covered Bond Guarantor (or by the Cash Manager on its behalf) on that Covered Bond Guarantee Payment Date in the same manner as it would have applied the receipts which such Swap Collateral Available Amounts replace.

If any amount of interest in respect of a Series of Covered Bonds is due but unpaid by the Issuer on a Covered Bond Guarantee Payment Date, the amount of Available Revenue Receipts that would otherwise be distributed in accordance with paragraphs (l), (o), (p) and (q) above shall be set aside and retained in the Transaction Account by the Cash Manager on behalf of the Covered Bond Guarantor and shall be credited by the Cash Manager to the Accrued Payments Ledger. If:

- (a) at any time prior to a Notice to Pay being served on the Covered Bond Guarantor, the Issuer pays such unpaid amounts of interest in respect of the relevant Series of Covered Bonds (and no amount

of interest in respect of any other Series of Covered Bonds is then due but unpaid by the Issuer), the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) on behalf of the Covered Bond Guarantor shall promptly thereafter apply the Available Revenue Receipts previously set aside in accordance with this paragraph towards payment of the relevant amounts under paragraph (l), (o), (p) or (q) above (as applicable) in respect of which such amounts were set aside; or

- (b) a Notice to Pay is served on the Covered Bond Guarantor, all Available Revenue Receipts previously set aside in accordance with this paragraph (which have not otherwise been previously paid under paragraph (a) above) shall be transferred from the Accrued Payments Ledger to the Payment Ledger on the Transaction Account in accordance with the Establishment Deed.

Allocation and Distribution of Available Principal Receipts prior to service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice, a Notice to Pay or a Covered Bond Guarantor Acceleration Notice or following revocation of an Asset Coverage Test Breach Notice

Prior to the service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked), a Notice to Pay or a Covered Bond Guarantor Acceleration Notice or following the revocation of an Asset Coverage Test Breach Notice, Available Principal Receipts shall be applied as described below.

On each Covered Bond Guarantee Payment Date, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) on behalf of the Covered Bond Guarantor will apply all Available Principal Receipts then standing to the credit of the Payment Ledger on the Transaction Account in making the following payments or provisions or credits in the following order of priority (the “**Pre-Acceleration Principal Priority of Payments**”) (in each case only if and to the extent that payments or provisions of a higher priority have been paid in full):

- (a) first, if the Issuer is in breach of the Pre-Maturity Test in respect of any Series of Hard Bullet Covered Bonds, in or towards a credit to the Transaction Account (with a corresponding credit to the Pre-Maturity Liquidity Ledger) of an amount up to but not exceeding the difference (if positive) between:
 - (i) the Required Redemption Amount calculated as of the immediately preceding Calculation Date for all Series of Hard Bullet Covered Bonds which mature within 12 months of that Calculation Date; and
 - (ii) all amounts standing to the credit of the Pre-Maturity Liquidity Ledger as of the immediately preceding Calculation Date;
- (b) next, in or towards repayment of the principal amount (to the extent repayable in cash) of the Demand Loan;
- (c) next, in or towards the acquisition of New Loans and their Related Security offered to the Covered Bond Guarantor or, as the case may be, the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) by the Seller in accordance with the terms of the Mortgage Sale Agreement (and, in the case of CPF Loans and their Related Security, becoming Trust Assets and the Covered Bond Guarantee Beneficiary being required to make an Additional Contribution pursuant to the terms of the Declaration of Assets Trust), or to provide for such acquisition or Additional Contribution in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
- (d) next, as a credit to the Transaction Account (with a corresponding credit to the Principal Ledger) in an amount sufficient to ensure that, taking into account the other resources available to the Covered

Bond Guarantor, the Covered Bond Guarantor is in compliance with the Asset Coverage Test (which amounts may be invested by the Covered Bond Guarantor in Authorised Investments and/or Substitution Assets, subject to the terms of the Establishment Deed and the Cash Management Agreement) and, if the Cash Manager so elects, towards acquisition of additional Authorised Investments and/or Substitution Assets in accordance with the Establishment Deed;

- (e) next, in or towards repayment of the principal amount of the Guarantee Loan;
- (f) next, in or towards repayment of the principal amount of the Subordinated Loan; and
- (g) next, as a credit to the Transaction Account (with a corresponding credit to the Principal Ledger).

If any amount of interest in respect of a Series of Covered Bonds is due but unpaid by the Issuer on a Covered Bond Guarantee Payment Date, the amount of Available Principal Receipts that would otherwise be distributed in accordance with paragraph (e) and (f) above shall be set aside and retained in the Transaction Account by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) on behalf of the Covered Bond Guarantor and shall be credited by the Cash Manager to the Accrued Payments Ledger. If:

- (a) at any time prior to a Notice to Pay being served on the Covered Bond Guarantor, the Issuer pays such unpaid amounts of interest in respect of the relevant Series of Covered Bonds (and no amount of interest in respect of any other Series of Covered Bonds is then due but unpaid by the Issuer), the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) on behalf of the Covered Bond Guarantor shall promptly thereafter apply the Available Principal Receipts previously set aside in accordance with this paragraph towards payment of the relevant amounts under paragraph (e) or (f) above (as applicable) in respect of which such amounts were set aside; or
- (b) a Notice to Pay is served on the Covered Bond Guarantor, all Available Principal Receipts previously set aside in accordance with this paragraph (which have not otherwise been previously paid under paragraph (a) above) shall be transferred from the Accrued Payments Ledger to the Payment Ledger on the Transaction Account in accordance with the Establishment Deed.

Allocation and Distribution of Available Revenue Receipts and Available Principal Receipts following service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked)

At any time after the service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice (which has not been revoked) but prior to the service on the Covered Bond Guarantor of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, and for so long as any Covered Bonds remain outstanding, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) on behalf of the Covered Bond Guarantor will apply:

- (a) Available Revenue Receipts in accordance with Pre-Acceleration Revenue Priority of Payments save that no funds will be applied under paragraph (a), (l), (o), (p) or (q) of the Pre-Acceleration Revenue Priority of Payments, and any remaining amounts shall be credited to the Transaction Account (with a corresponding credit to the Revenue Ledger); and
- (b) Available Principal Receipts in accordance with Pre-Acceleration Principal Priority of Payments save that no funds will be applied under paragraph (b), (e) or (f) of the Pre-Acceleration Principal Priority of Payments.

Allocation and Distribution of Monies following service of a Notice to Pay

On and from the service of a Notice to Pay on the Covered Bond Guarantor, but prior to service on the Covered Bond Guarantor of a Covered Bond Guarantor Acceleration Notice, all Available Revenue Receipts and Available Principal Receipts standing to the credit of the Covered Bond Guarantor Accounts will be applied as described below.

On each Covered Bond Guarantee Payment Date following the service of a Notice to Pay, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) on behalf of the Covered Bond Guarantor will transfer Available Revenue Receipts and Available Principal Receipts from the Revenue Ledger, the Principal Ledger, the Accrued Payments Ledger and the Reserve Ledger, as the case may be, to the Payment Ledger on the Transaction Account, in an amount equal to the amount of all Available Revenue Receipts and all Available Principal Receipts standing to the credit of such ledgers on the Transaction Account.

If a Notice to Pay is served on the Covered Bond Guarantor, the Covered Bond Guarantor shall on the relevant Maturity Date apply (to the extent required) all monies standing to the credit of the Pre-Maturity Liquidity Ledger (and transferred to the Transaction Account in accordance with the provisions of the Establishment Deed) to repay the Series of Hard Bullet Covered Bonds in respect of which the Pre-Maturity Liquidity Ledger was established that is then due for payment. Thereafter, any remaining monies standing to the credit of the Pre-Maturity Liquidity Ledger shall be debited from the Pre-Maturity Liquidity Ledger and shall be available for distribution in accordance with the Guarantee Priority of Payment as described below, *provided that* the Pre-Maturity Liquidity Ledger is not required to be maintained in respect of any other Series of Hard Bullet Covered Bonds on such date.

The Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) shall create and maintain ledgers for each Series of Covered Bonds and record amounts allocated to such Series of Covered Bonds in accordance with paragraph (h), (i), (j) or (k) of the Guarantee Priority of Payments, and such amounts, once allocated, will only be available to pay amounts due under the Covered Bond Guarantee and amounts due under the Covered Bond Swap in respect of the relevant Series of Covered Bonds on the Scheduled Payment Dates therefor.

On each Covered Bond Guarantee Payment Date on and from the date that a Notice to Pay is served on the Covered Bond Guarantor, but prior to service on the Covered Bond Guarantor of a Covered Bond Guarantor Acceleration Notice, the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) on behalf of the Covered Bond Guarantor will apply all Available Revenue Receipts and all Available Principal Receipts then standing to the credit of the Payment Ledger on the Transaction Account in accordance with the above to pay or provide for the following obligations of the Covered Bond Guarantor in the following order of priority (except for amounts under paragraph (e)(ii) below which shall be paid when due) (the “**Guarantee Priority of Payments**”) (in each case only if and to the extent that payments or provisions of a higher priority have been paid in full):

- (a) first, in or towards payment *pro rata* and *pari passu* of all amounts of interest then due and payable in respect of the Demand Loan pursuant to the terms of the Intercompany Loan Agreement;
- (b) next, in or towards payment of any liability of the Covered Bond Guarantor for Taxes;
- (c) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) the Bond Trustee’s fees and any Costs then due and payable or to become due and payable to the Bond Trustee under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;

- (ii) the Security Trustee's fees and any Costs then due and payable or to become due and payable to the Security Trustee under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
 - (iii) the Agents' fees and any Costs then due and payable or to become due and payable to the Agents by the Covered Bond Guarantor under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
 - (iv) the Corporate Services Provider's fees and any Costs then due and payable or to become due and payable to the Corporate Services Provider under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
 - (v) the Assets Trustee's fees and any Costs then due and payable or to become due and payable to the Assets Trustee under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date; and
 - (vi) the Replacement Assets Trustee's fees and any Costs then due and payable or to become due and payable to the Replacement Assets Trustee under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
- (d) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of the Servicer's fees and any Costs then due and payable or to become due and payable to the Servicer under the provisions of the Servicing Agreement in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
- (e) next, in or towards payment *pro rata* and *pari passu* of:
- (i) any fees and Costs then due and payable or to become due and payable in connection with the seeking of any Requisite CPF Loan Legal Title Transfer Approval under the Transaction Documents in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date; and
 - (ii) any fees and Costs then due and payable to any person (other than a party to a Transaction Document) and incurred without breach by the Covered Bond Guarantor of the Transaction Documents to which it is a party (and for which payment has not been provided for elsewhere in this Guarantee Priority of Payments) and any such amounts expected to become due and payable by the Covered Bond Guarantor in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
- (f) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of:
- (i) the Cash Manager's fees and any costs, charges, liabilities and expenses then due and payable or to become due and payable to the Cash Manager under the provisions of the Cash Management Agreement in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date;
 - (ii) amounts (if any) then due and payable to the Account Bank (including any costs, charges, liabilities and expenses) pursuant to the terms of the Bank Account Agreement; and
 - (iii) amounts then due and payable to the Asset Monitor pursuant to the terms of the Asset Monitor Agreement;
- (g) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of all amounts then due and payable to the relevant Interest Rate Swap Provider (if any) (including

any termination payment due and payable or to become due and payable by the Covered Bond Guarantor under the relevant Interest Rate Swap Agreement (if any), but excluding any Excluded Swap Termination Amount (except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers)) pursuant to the terms of the relevant Interest Rate Swap Agreement (if any);

- (h) next, in or towards payment, *pro rata* and *pari passu* according to the respective amounts thereof (and without double counting), of:
- (i) the amounts then due and payable or to become due and payable in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date to the Covered Bond Swap Provider (other than in respect of principal) *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap (including any termination payment due and payable by the Covered Bond Guarantor under the Covered Bond Swap Agreement, but excluding any Excluded Swap Termination Amount (except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers)) pursuant to the terms of the Covered Bond Swap Agreement; and
 - (ii) (where appropriate, after taking into account all amounts received or receivable from the Covered Bond Swap Provider (other than in respect of principal) and available to make payments in respect thereof) Scheduled Interest that is Due for Payment (or that will become Due for Payment in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date) under the Covered Bond Guarantee in respect of each Series of Covered Bonds to the Bond Trustee or (if so directed by the Bond Trustee) the Issuing and Paying Agent on behalf of the Covered Bondholders *pro rata* and *pari passu* in respect of each Series of Covered Bonds,

provided that if the amount available for distribution under this paragraph (h) (excluding all amounts received or to be received from the Covered Bond Swap Provider) would be insufficient to pay the SGD Equivalent of the Scheduled Interest that is or will be Due for Payment in respect of each Series of Covered Bonds under paragraph (h)(ii) above, the shortfall shall be divided amongst all such Series of Covered Bonds on a *pro rata* basis and the amount payable by the Covered Bond Guarantor to the Covered Bond Swap Provider under the Covered Bond Swap Agreement in respect of each relevant Series of Covered Bonds or provision to be made in respect thereof under paragraph (h)(i) above shall be reduced by the amount of the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;

- (i) next, in or towards payment, *pro rata* and *pari passu* according to the respective amounts thereof and after allowing for any payments made or to be made in respect of any Series of Covered Bonds pursuant to the terms of the Establishment Deed, of:
- (i) the amounts (in respect of principal) then due and payable or to become due and payable in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date to the Covered Bond Swap Provider *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap (including any termination payment due and payable by the Covered Bond Guarantee under the Covered Bond Swap Agreement, but excluding any Excluded Swap Termination Amount (except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers)) in accordance with the terms of the Covered Bond Swap Agreement; and
 - (ii) (where appropriate, after taking into account all amounts in respect of principal received or receivable from the Covered Bond Swap Provider and available to make payments in respect thereof) Scheduled Principal that is Due for Payment (or that will become Due for Payment in the Covered Bond Guarantee Payment Period commencing on that Covered Bond

Guarantee Payment Date) under the Covered Bond Guarantee in respect of each Series of Covered Bonds to the Bond Trustee or (if so directed by the Bond Trustee) the Issuing and Paying Agent on behalf of the Covered Bondholders *pro rata* and *pari passu* in respect of each Series of Covered Bonds,

provided that if the amount available for distribution under this paragraph (i) (excluding all amounts received or to be received from the Covered Bond Swap Provider) would be insufficient to pay the SGD Equivalent of the Scheduled Principal that is or will be Due for Payment in respect of each Series of Covered Bonds under paragraph (i)(ii) above, the shortfall shall be divided amongst all such Series of Covered Bonds on a *pro rata* basis and the amount payable by the Covered Bond Guarantor to the Covered Bond Swap Provider under the Covered Bond Swap Agreement in respect of each relevant Series of Covered Bonds or provision to be made in respect thereof under paragraph (i)(i) above shall be reduced by the amount of the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;

(j) next, in or towards payment on the Covered Bond Guarantee Payment Date (if such date is an Interest Payment Date) or to provide for payment on any Interest Payment Date prior to the next following Covered Bond Guarantee Payment Date of the Final Redemption Amount (or portion thereof remaining unpaid) of any Series of Covered Bonds to which (x) an Extended Due for Payment Date applies and (y) whose Final Redemption Amount was not paid in full by the Extension Determination Date and (z) for the avoidance of doubt, to which paragraph (i) above does not apply, by making the following payments:

- (i) the amounts then due and payable or to become due and payable in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date to the Covered Bond Swap Provider (whether or not in respect of principal) *pro rata* and *pari passu* in respect of each relevant Covered Bond Swap (including any termination payment due and payable by the Covered Bond Guarantor under the Covered Bond Swap Agreement, but excluding any Excluded Swap Termination Amount (except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers)) in accordance with the terms of the Covered Bond Swap Agreement; and
- (ii) the Final Redemption Amount or the relevant proportion thereof *pro rata* and *pari passu* under the Covered Bond Guarantee in respect of each relevant Series of Covered Bonds to the Bond Trustee or (if so directed by the Bond Trustee) the Issuing and Paying Agent on behalf of the Covered Bondholders,

provided that if the amount available for distribution under this paragraph (j) (excluding all amounts received or to be received from the Covered Bond Swap Provider) would be insufficient to pay the SGD Equivalent of the Final Redemption Amount in respect of the relevant Series of Covered Bonds under paragraph (j)(ii) above, the shortfall shall be divided amongst all such Series of Covered Bonds on a *pro rata* basis and the amount payable by the Covered Bond Guarantor to the Covered Bond Swap Provider under the Covered Bond Swap Agreement in respect of each Series of Covered Bonds under paragraph (j)(i) above shall be reduced by the amount of the shortfall applicable to the Covered Bonds in respect of which such payment is to be made;

(k) next, to deposit the remaining funds in the Transaction Account for application on the next following Covered Bond Guarantee Payment Date in accordance with the Guarantee Priority of Payments described in paragraphs (a) to (j) above (inclusive), until the Covered Bonds have been fully repaid or repayment in full of the Covered Bonds has been provided for (such that the Required Redemption Amount has been accumulated in respect of each outstanding Series of Covered Bonds);

- (l) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of any Excluded Swap Termination Amounts then due and payable by the Covered Bond Guarantor under the Covered Bond Swap Agreement and the Interest Rate Swap Agreement(s) (if any), except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers;
- (m) next, in or towards crediting the Covered Bond Guarantee Retained Amount Ledger of the Covered Bond Guarantor in an amount equal to the Covered Bond Guarantee Retained Amount;
- (n) next, in or towards payment of all amounts (other than principal) then due and payable or to become due and payable in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date under the Intercompany Loan Agreement;
- (o) next, in or towards repayment of the outstanding principal balance of the Intercompany Loan;
- (p) next, in or towards payment of all amounts (other than principal) then due and payable or to become due and payable in the Covered Bond Guarantee Payment Period commencing on that Covered Bond Guarantee Payment Date under the Subordinated Loan Agreement;
- (q) next, in or towards repayment of the outstanding principal balance of the Subordinated Loan;
- (r) next, in or towards payment of or provision for any current or future obligation of the Covered Bond Guarantor, as determined by the Cash Manager; and
- (s) next, in or towards payment to the Seller of (a) the then Deferred Consideration Amount due to the Seller (in respect of Non-CPF Loans) and (b) the then Deferred Contribution Consideration Amount due to the Seller (in respect of CPF Loans).

Any late amounts, other than Swap Collateral Excluded Amounts, received by the Covered Bond Guarantor under the relevant Interest Rate Swap Agreement (if any) on or after the Covered Bond Guarantee Payment Date but prior to the next following Covered Bond Guarantee Payment Date will be applied by the Covered Bond Guarantor to the extent that any amounts were not able to be paid or provided for under the Guarantee Priority of Payments on the relevant Covered Bond Guarantee Payment Date due to the Covered Bond Guarantor receiving a late payment from the relevant Interest Rate Swap Provider (if any), promptly to pay or provide for those amounts in the order of priority specified in the Guarantee Priority of Payments.

Any late amounts, other than Swap Collateral Excluded Amounts, received by the Covered Bond Guarantor under any Covered Bond Swap on or after the Covered Bond Guarantee Payment Date but prior to the next following Covered Bond Guarantee Payment Date will be applied by the Covered Bond Guarantor, promptly to make the corresponding payment or provision in respect of the relevant Series of Covered Bonds in accordance with, as applicable, paragraphs (h), (i) and/or (j) of the Guarantee Priority of Payments.

If the Covered Bond Guarantor requires any available funds to be exchanged into a currency other than Singapore dollars, and such exchange would not be subject to or covered by the terms of a Covered Bond Swap Agreement, then the Covered Bond Guarantor (or the Cash Manager on its behalf) shall perform all necessary currency conversions at the then prevailing spot rate of exchange.

If any Swap Collateral Available Amounts are received by the Covered Bond Guarantor on a Covered Bond Guarantee Payment Date, such amounts shall be applied by the Covered Bond Guarantor (or by the Cash Manager on its behalf) on that Covered Bond Guarantee Payment Date in the same manner as it would have applied the receipts which such Swap Collateral Available Amounts replace.

If a Notice to Pay is served on the Covered Bond Guarantor and, prior to the first Covered Bond Guarantee Payment Date thereafter, any Scheduled Interest and/or Scheduled Principal is Due for Payment under

the Covered Bond Guarantee, then the Covered Bond Guarantor (or the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) on its behalf) shall, out of Available Revenue Receipts and Available Principal Receipts then standing to the credit of the Revenue Ledger, the Principal Ledger, the Accrued Payments Ledger and the Reserve Ledger on the Transaction Account, pay such Scheduled Interest and/or Scheduled Principal, together with any amounts, other than Swap Collateral Excluded Amounts, then due and payable under the relevant Covered Bond Swap, in accordance with paragraphs (h) and (i) of the Guarantee Priority of Payments, as applicable, as if the relevant date was a Covered Bond Guarantee Payment Date and after providing for such portion (if any) of the payments and provisions to be made under paragraphs (a) to (g) of the Guarantee Priority of Payments on the first Covered Bond Guarantee Payment Date following service of the Notice to Pay on the Covered Bond Guarantor as the Covered Bond Guarantor (or the Cash Manager on its behalf) shall determine in its sole discretion.

Termination payments received in respect of Swaps, premiums received in respect of replacement Swaps and Tax Credits received in respect of Swaps

- (a) If at any time the Covered Bond Guarantor receives any termination payment from a Swap Provider in respect of a Swap, such termination payment will first be used (to the extent necessary) (prior to the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice and/or the commencement of winding-up proceedings against the Covered Bond Guarantor and/or the realisation of the Security) to pay a replacement Swap Provider to enter into a replacement Swap with the Covered Bond Guarantor, unless a replacement Swap has already been entered into on behalf of the Covered Bond Guarantor.
- (b) If at any time the Covered Bond Guarantor receives any premium from a replacement Swap Provider in respect of a replacement Swap, such premium will first be used to make any termination payment due and payable by the Covered Bond Guarantor with respect to the previous Swap (including any Excluded Swap Termination Amount), unless such termination payment has already been made on behalf of the Covered Bond Guarantor.
- (c) If at any time the Covered Bond Guarantor receives or obtains any Tax Credits in respect of a Swap, the cash benefit relating to such Tax Credits (as determined in accordance with the relevant Swap Agreement) shall be paid by the Covered Bond Guarantor to the relevant Swap Provider as soon as practicable after receipt of the same from the relevant taxing authority in accordance with the terms of the relevant Swap Agreement and shall not be applied in accordance with the relevant Priorities of Payment.
- (d) Any termination payments received by the Covered Bond Guarantor which are not applied to pay a premium to a replacement Swap Provider(s) to enter into a replacement Swap Agreement(s) will be credited to the Revenue Ledger and applied as Available Revenue Receipts on the next succeeding Covered Bond Guarantee Payment Date.
- (e) Any premium received by the Covered Bond Guarantor from a replacement Swap Provider(s) to enter into a replacement Swap Agreement(s) which are not applied to pay a termination payment to the replaced Swap Provider(s) will be credited to the Revenue Ledger and applied as Available Revenue Receipts on the next succeeding Covered Bond Guarantee Payment Date.

Payment of funds following service of Covered Bond Guarantor Acceleration Notice

Following the occurrence of a Covered Bond Guarantor Event of Default and service by the Bond Trustee on the Covered Bond Guarantor of a Covered Bond Guarantor Acceleration Notice, the Security shall become enforceable. All monies received or recovered by the Security Trustee or any receiver (other than any amounts standing to the credit of the Covered Bond Guarantee Retained Amount Ledger, any Tax

Credits, Third Party Amounts, Accrued Interest Adjustment Amounts, All Monies Trust Property which the Seller is entitled to, Swap Collateral Excluded Amounts, Demand Loan Repayment Assets (including certain principal amounts in respect of the Demand Loan Repayment Assets), Top-up Receipts, proceeds from the sale of an interest in Top-up Loans, certain other amounts received in respect of the Loans and payable to parties other than the Covered Bond Guarantor and certain other amounts payable to third parties, premium received by the Covered Bond Guarantor from a replacement Swap Provider to the extent it is used to make a termination payment due and payable by the Covered Bond Guarantor with respect to the Swap being replaced (including any Excluded Swap Termination Amount) and termination payment received from a Swap Provider which is applied to acquire a replacement for the relevant terminated Swap) will be applied, following enforcement of the Security, in accordance with the Post-Enforcement Priority of Payments (as described below).

Post-Enforcement Priority of Payments

From and including the time when the Bond Trustee serves a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor, no amount may be withdrawn from the Covered Bond Guarantor Accounts (other than the Covered Bond Guarantor Trust Account but only to the extent of the Seller Share and any amount required to be returned to the relevant Mortgagor pursuant to the terms of the Covered Bond Guarantor Declaration of Trusts) without the prior written consent of the Security Trustee.

On and from the occurrence of a Covered Bond Guarantor Event of Default and delivery of a Covered Bond Guarantor Acceleration Notice by the Bond Trustee to the Security Trustee (or if there are no Covered Bonds outstanding, following the occurrence of a default in the payment or discharge of any of the other Secured Obligations on its due date (subject to any applicable grace period)), the Security Trustee must distribute any net amount that it receives or recovers in respect of the Security (other than any amounts standing to the credit of the Covered Bond Guarantee Retained Amount Ledger, any Tax Credits, Third Party Amounts, Accrued Interest Adjustment Amounts, All Monies Trust Property which the Seller is entitled to, Swap Collateral Excluded Amounts, Demand Loan Repayment Assets (including certain principal amounts in respect of the Demand Loan Repayment Assets), Top-up Receipts, proceeds from the sale of an interest in Top-up Loans, certain other amounts received in respect of the Loans and payable to parties other than the Covered Bond Guarantor and certain other amounts payable to third parties, premium received by the Covered Bond Guarantor from a replacement Swap Provider to the extent it is used to make a termination payment due and payable by the Covered Bond Guarantor with respect to the Swap being replaced (including any Excluded Swap Termination Amount) and termination payment received from a Swap Provider which is applied to acquire a replacement for the relevant terminated Swap) (in each case to be applied in accordance with the Transaction Documents)) in the following order (the “**Post-Enforcement Priority of Payments**”) (in each case only if and to the extent that payments or provisions of a higher priority have been fully paid or otherwise provided for in full):

- (a) first, in or towards payment *pro rata* and *pari passu* of all amounts of interest due and payable in respect of the Demand Loan pursuant to the terms of the Intercompany Loan Agreement;
- (b) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) all amounts (including fees and Costs) due and payable or to become due and payable to the Bond Trustee (except amounts referred to in paragraph (f)(iii) below);
 - (ii) all amounts (including fees and Costs) due and payable or to become due and payable to the Security Trustee or any receiver acting under the English Security Trust Deed;
 - (iii) all amounts (including fees and Costs) due and payable or to become due and payable to the Agents; and

- (iv) all amounts (including fees and Costs) due and payable or to become due and payable to the Corporate Services Provider;
- (c) next, in or towards payment of any remuneration due and payable to the Servicer and any Costs due and payable or to become due and payable to the Servicer under the provisions of the Servicing Agreement;
- (d) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) any remuneration due and payable to the Cash Manager and any Costs due and payable or to become due and payable to the Cash Manager under the provisions of the Cash Management Agreement;
 - (ii) amounts (if any) due and payable to the Account Bank (including any Costs) pursuant to the terms of the Bank Account Agreement; and
 - (iii) amounts due and payable to the Asset Monitor pursuant to the terms of the Asset Monitor Agreement, together with any applicable Taxes thereon;
- (e) next, in or towards payment of all amounts due and payable or to become due and payable to each Interest Rate Swap Provider (if any) *pro rata* and *pari passu* in respect of each Interest Rate Swap Provider (if any) (including any termination payment due and payable or to become due and payable by the Covered Bond Guarantor under the relevant Interest Rate Swap Agreement (if any), but excluding any Excluded Swap Termination Amount (except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers)) pursuant to the terms of the relevant Interest Rate Swap Agreement (if any);
- (f) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of:
 - (i) all termination payments due and payable or to become due and payable to the Covered Bond Swap Provider *pro rata* and *pari passu* in respect of each Covered Bond Swap (excluding any Excluded Swap Termination Amount (except to the extent that such amounts have been paid out of any premiums received from the relevant replacement Swap Providers)) pursuant to the terms of the Covered Bond Swap Agreement;
 - (ii) (without double counting) all other amounts due and payable or to become due and payable to the Covered Bond Swap Provider (excluding any Excluded Swap Termination Amount) pursuant to the terms of the Covered Bond Swap Agreement; and
 - (iii) (where appropriate, after taking into account all amounts received or receivable from the Covered Bond Swap Provider and available to make payments in respect thereof) all Guaranteed Amounts that are Due for Payment under the Covered Bond Guarantee in respect of each Series of Covered Bonds to the Bond Trustee or (if so directed by the Bond Trustee) the Issuing and Paying Agent on behalf of the Covered Bondholders *pro rata* and *pari passu* in respect of each Series of Covered Bonds, *provided that* if the amount available for distribution under this paragraph (f)(iii) (excluding all amounts received or to be received from the Covered Bond Swap Provider) would be insufficient to pay the SGD Equivalent of the Guaranteed Amounts that are Due for Payment in respect of each Series of Covered Bonds under this paragraph (f)(iii), then the shortfall shall be divided amongst all such Series of Covered Bonds on a *pro rata* basis;
- (g) next, in or towards payment *pro rata* and *pari passu* according to the respective amounts thereof of any Excluded Swap Termination Amounts then due and payable by the Covered Bond Guarantor under the Covered Bond Swap Agreement and the Interest Rate Swap Agreement(s) (if any), except to the extent that such amounts have been paid out of any premium received from the relevant replacement Swap Providers;

- (h) next, in or towards crediting the Covered Bond Guarantee Retained Amount Ledger of the Covered Bond Guarantor in an amount equal to the Covered Bond Guarantee Retained Amount;
- (i) next, in or towards payment of all amounts due and payable under the Intercompany Loan Agreement;
- (j) next, in or towards payment of all amounts then due and payable under the Subordinated Loan Agreement; and
- (k) next, in or towards payment to the Seller of (a) the then Deferred Consideration Amount due to the Seller (in respect of Non-CPF Loans) and (b) the then Deferred Contribution Consideration Amount due to the Seller (in respect of CPF Loans).

For the avoidance of doubt, items described in paragraphs (g) to (k) inclusive above shall be paid only after all Guaranteed Amounts have been fully repaid or otherwise provided for.

Notwithstanding any other provision of a Transaction Document, the Security Trustee may only apply amounts in accordance with the Post-Enforcement Priority of Payments on and after the first Covered Bond Guarantee Payment Date following the earlier of:

- (a) 30 days following the service of a Covered Bond Guarantor Acceleration Notice on the Covered Bond Guarantor; and
- (b) the date the Asset Percentage is fixed following the service of a Covered Bond Guarantor Acceleration Notice in accordance with the Intercompany Loan Agreement.

Any Tax Credits, Third Party Amounts, Accrued Interest Adjustment Amounts, All Monies Trust Property to which the Seller is entitled, Swap Collateral Excluded Amounts, Demand Loan Repayment Assets (including certain principal amounts in respect of the Demand Loan Repayment Assets), Top-up Receipts, proceeds received from the sale of an interest in Top-up Loans, certain other amounts received in respect of the Loans and payable to parties other than the Covered Bond Guarantor or the Covered Bond Guarantee Beneficiary (or the Assets Trustee on the Covered Bond Guarantee Beneficiary's behalf) and certain other amounts payable to third parties will be applied in accordance with the terms of the relevant Transaction Documents and shall not be applied in accordance with the Post-Enforcement Priority of Payments.

Top-up Receipts and proceeds received from the sale of Top-up Loans

Top-up Receipts or proceeds from the sale of an interest in Top-up Loans received by the Covered Bond Guarantor will be used to repay Deemed Ancillary Intercompany Loan Advances in accordance with the terms of the Ancillary Intercompany Loan Agreement outside the Priorities of Payments.

TAXATION

The following summary of certain United States and Singapore income tax consequences of the purchase, ownership and disposition of the Covered Bonds is based on laws, regulations, rulings and decisions now in effect, all of which are subject to change (possibly with retroactive effect). If Covered Bonds are issued through DBS Bank Ltd's., Australia branch, a summary of certain Australian tax consequences will be set out in a supplement to this Offering Circular. The summary does not purport to be a comprehensive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Covered Bonds and does not purport to deal with the consequences applicable to all categories of investors, some of which may be subject to special rules. Persons considering the purchase of the Covered Bonds should consult their own tax advisers concerning the application of United States and Singapore income tax laws to their particular situations as well as any consequences of the purchase, ownership and disposition of the Covered Bonds arising under the laws of any other taxing jurisdiction.

United States Taxation

The following is a summary of certain U.S. federal income tax consequences of the acquisition, ownership and disposition of Covered Bonds by, in the case of the section titled “U.S. Holders”, a U.S. Holder (as defined below) and, in the case of the section titled “All Holders”, by all holders. This summary does not address the U.S. federal income tax consequences of every type of Covered Bond which may be issued under the Programme, and the applicable Pricing Supplement may contain additional or modified disclosure concerning certain U.S. federal income tax consequences relevant to such type of Covered Bond as appropriate. This summary deals only with initial purchasers of Covered Bonds that are U.S. Holders and that will hold the Covered Bonds as capital assets. The discussion does not cover all aspects of U.S. federal income taxation that may be relevant to, or the actual tax effect that any of the matters described herein will have on, the acquisition, ownership or disposition of Covered Bonds by particular investors (including consequences under the alternative minimum tax or Medicare tax on net investment income), and does not address state, local, non-U.S. or other federal tax laws (e.g. estate or gift tax). In particular, this summary does not address tax considerations applicable to investors that own (directly, indirectly or by attribution) 5% or more of the stock (by vote or value) of the Issuer, nor does this summary discuss all of the tax considerations that may be relevant to certain types of investors subject to special treatment under the U.S. federal income tax laws (such as financial institutions, insurance companies, individual retirement accounts and other tax-deferred accounts, entities or arrangements treated as a partnership for U.S. federal income tax purposes or other pass-through entities, tax-exempt organisations, dealers in securities or currencies, investors that will hold the Covered Bonds as part of straddles, hedging transactions or conversion transactions for U.S. federal income tax purposes, investors that are required to take certain amounts into income no later than the time such amounts are reflected on an applicable financial statement, investors who have ceased to be U.S. citizens or lawful permanent residents, investors holding the Covered Bonds in connection with a trade or business conducted outside of the United States, U.S. citizens or lawful permanent residents living abroad or U.S. Holders whose functional currency is not the U.S. dollar). Moreover, the summary deals only with Covered Bonds with a term of 30 years or less. The U.S. federal income tax consequences of owning Covered Bonds with a longer term will be discussed in the applicable Pricing Supplement.

As used herein, the term “**U.S. Holder**” means a beneficial owner of Covered Bonds that is, for U.S. federal income tax purposes:

- (i) an individual citizen or resident of the United States;
- (ii) a corporation created or organised under the laws of the United States or any state thereof, including the District of Columbia;
- (iii) an estate the income of which is subject to U.S. federal income tax without regard to its source; or

- (iv) a trust, if a court within the United States is able to exercise primary supervision over the administration of the trust and one or more U.S. persons have the authority to control all substantial decisions of the trust, or the trust has validly elected to be treated as a domestic trust for U.S. federal income tax purposes.

The U.S. federal income tax treatment of a partner in an entity or arrangement treated as a partnership for U.S. federal income tax purposes that holds Covered Bonds will depend on the status of the partner and the activities of the partnership. Prospective purchasers that are entities or arrangements treated as partnerships for U.S. federal income tax purposes should consult their tax adviser concerning the U.S. federal income tax consequences to them and their partners of the acquisition, ownership and disposition of Covered Bonds by the partnership.

This summary is based on the tax laws of the United States including the Internal Revenue Code of 1986, as amended (the “**Code**”), its legislative history, existing and proposed regulations thereunder, published rulings and court decisions, all as of the date hereof and all subject to change at any time, possibly with retroactive effect.

Bearer Covered Bonds are not being offered to U.S. Holders. A U.S. Holder who owns a Bearer Covered Bond may be subject to limitations under United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Code.

THE SUMMARY OF U.S. FEDERAL INCOME TAX CONSEQUENCES SET OUT BELOW IS FOR GENERAL INFORMATION ONLY AND DOES NOT ADDRESS THE U.S. FEDERAL INCOME TAX CONSEQUENCES OF EVERY TYPE OF COVERED BONDS WHICH MAY BE ISSUED UNDER THE PROGRAMME. ADDITIONAL U.S. FEDERAL INCOME TAX CONSEQUENCES, IF ANY, APPLICABLE TO A PARTICULAR ISSUANCE OF COVERED BONDS WILL BE SET FORTH IN THE APPLICABLE PRICING SUPPLEMENT. PROSPECTIVE PURCHASERS SHOULD CONSULT THEIR TAX ADVISERS AS TO THE PARTICULAR TAX CONSEQUENCES TO THEM OF OWNING THE COVERED BONDS, INCLUDING THE APPLICABILITY AND EFFECT OF STATE, LOCAL, NON-U.S. AND OTHER FEDERAL TAX LAWS AND POSSIBLE CHANGES IN TAX LAW.

U.S. Holders

Characterisation of the Covered Bonds

The characterisation of a Series and/or Tranche of Covered Bonds may be uncertain and will depend on the terms of those Covered Bonds. The determination of whether an obligation represents debt, equity, or some other instrument or interest is based on all the relevant facts and circumstances. There may be no statutory, judicial or administrative authority directly addressing the characterisation of some of the types of Covered Bonds that are anticipated to be issued under the Programme or of instruments similar to the Covered Bonds.

Depending on the terms of a particular Series and/or Tranche of Covered Bonds, the Covered Bonds may not be characterised as debt for U.S. federal income tax purposes despite the form of the Covered Bonds as debt instruments. For example, Covered Bonds of a Series and/or Tranche may be more properly characterised as notional principal contracts, collateralised put options, prepaid forward contracts, or some other type of financial instrument. Alternatively, the Covered Bonds may be characterised as equity, or as representing an undivided proportionate ownership interest in the assets of, and share of the liabilities of the Issuer. Additional alternative characterisations may also be possible. Further possible characterisations, if applicable, may be discussed in the applicable Pricing Supplement.

No rulings will be sought from the Internal Revenue Service (“**IRS**”) regarding the characterisation of any of the Covered Bonds issued hereunder for U.S. federal income tax purposes. Each U.S. Holder should consult its own tax adviser about the proper characterisation of the Covered Bonds for U.S. federal income

tax purposes, and the consequences to the U.S. Holder of acquiring, owning or disposing of the Covered Bonds.

The following summary assumes that the Covered Bonds are properly treated as debt for U.S. federal income tax purposes.

Payments of Interest

General

Interest on a Covered Bond, whether payable in U.S. dollars or a currency, composite currency or basket of currencies other than U.S. dollars (a “**foreign currency**”), other than interest on a “Discount Covered Bond” that is not “qualified stated interest” (each as defined below under “Original Issue Discount — General”), will be taxable to a U.S. Holder as ordinary income at the time it is received or accrued, depending on such holder’s method of accounting for U.S. federal income tax purposes, reduced by the allocable amount of amortisable bond premium, subject to the discussion below. Interest paid by the Issuer on the Covered Bonds and OID, if any, accrued with respect to the Covered Bonds (see “*Original Issue Discount*”) generally will constitute income from sources outside the United States and will generally be treated as “passive category income” for U.S. foreign tax credit purposes. Prospective purchasers should consult their tax advisers concerning the applicability of the foreign tax credit and source of income rules to income attributable to the Covered Bonds.

Original Issue Discount

General

The following is a summary of the principal U.S. federal income tax consequences of the ownership of Covered Bonds issued with OID.

A Covered Bond, other than a Covered Bond with a term of one year or less (a “**Short-Term Covered Bond**”), will be treated as issued with OID (a “**Discount Covered Bond**”) if the excess of the Covered Bond’s “stated redemption price at maturity” over its issue price is equal to or more than a *de minimis* amount (0.25% of the Covered Bond’s stated redemption price at maturity multiplied by the number of complete years to its maturity). An obligation that provides for the payment of amounts other than qualified stated interest before maturity (an “**instalment obligation**”) will be treated as a Discount Covered Bond if the excess of the Covered Bond’s stated redemption price at maturity over its issue price is equal to or greater than 0.25% of the Covered Bond’s stated redemption price at maturity multiplied by the weighted average maturity of the Covered Bond. A Covered Bond’s weighted average maturity is the sum of the following amounts determined for each payment on a Covered Bond (other than a payment of qualified stated interest):

- (i) the number of complete years from the issue date until the payment is made multiplied by;
- (ii) a fraction, the numerator of which is the amount of the payment and the denominator of which is the Covered Bond’s stated redemption price at maturity.

Generally, the issue price of a Covered Bond will be the first price at which a substantial amount of Covered Bonds included in the issue of which the Covered Bond is a part is sold to persons other than bond houses, brokers or similar persons or organisations acting in the capacity of underwriters, placement agents or wholesalers. The stated redemption price at maturity of a Covered Bond is the total of all payments provided by the Covered Bond that are not payments of “qualified stated interest”. A qualified stated interest payment is generally any one of a series of stated interest payments on a Covered Bond that are unconditionally payable at least annually at a single fixed rate (with certain exceptions for lower rates paid during some periods), or a variable rate (in the circumstances described below under “*Variable Interest Rate Covered Bonds*”), applied to the outstanding principal amount of the Covered Bond. Solely for the purposes of determining whether a Covered Bond has OID, the Issuer will be deemed to exercise any call

option that has the effect of decreasing the yield on the Covered Bond, and the U.S. Holder will be deemed to exercise any put option that has the effect of increasing the yield on the Covered Bond.

U.S. Holders of Discount Covered Bonds must include OID in income calculated on a constant-yield method before the receipt of cash attributable to the income, and generally will have to include in income increasingly greater amounts of OID over the life of the Discount Covered Bonds. The amount of OID includible in income by a U.S. Holder of a Discount Covered Bond is the sum of the daily portions of OID with respect to the Discount Covered Bond for each day during the taxable year or portion of the taxable year on which the U.S. Holder holds the Discount Covered Bond. The daily portion is determined by allocating to each day in any "accrual period" a *pro rata* portion of the OID allocable to that accrual period. Accrual periods with respect to a Covered Bond may be of any length selected by the U.S. Holder and may vary in length over the term of the Covered Bond as long as:

- (i) no accrual period is longer than one year; and
- (ii) each scheduled payment of interest or principal on the Covered Bond occurs on either the final or first day of an accrual period.

The amount of OID allocable to an accrual period equals the excess of

- (i) the product of the Discount Covered Bond's adjusted issue price at the beginning of the accrual period and the Discount Covered Bond's yield to maturity (determined on the basis of compounding at the close of each accrual period and properly adjusted for the length of the accrual period) over
- (ii) the sum of the payments of qualified stated interest on the Covered Bond allocable to the accrual period.

The "adjusted issue price" of a Discount Covered Bond at the beginning of any accrual period is the issue price of the Covered Bond increased by

- (i) the amount of accrued OID for each prior accrual period and decreased by
- (ii) the amount of any payments previously made on the Covered Bond that were not qualified stated interest payments.

Acquisition Premium

A U.S. Holder that purchases a Discount Covered Bond for an amount less than or equal to the sum of all amounts payable on the Covered Bond after the purchase date, other than payments of qualified stated interest, but in excess of its adjusted issue price (any such excess being "**acquisition premium**") and that does not make the election described below under "*Election to Treat All Interest as Original Issue Discount*", is permitted to reduce the daily portions of OID by a fraction, the numerator of which is the excess of the U.S. Holder's adjusted basis in the Covered Bond immediately after its purchase over the Covered Bond's adjusted issue price, and the denominator of which is the excess of the sum of all amounts payable on the Covered Bond after the purchase date, other than payments of qualified stated interest, over the Covered Bond's adjusted issue price.

Short-Term Covered Bonds

In general, an individual or other cash basis U.S. Holder of a Short-Term Covered Bond is not required to accrue OID (as specially defined below for the purposes of this paragraph) for U.S. federal income tax purposes unless it elects to do so (but may be required to include any stated interest in income as the interest is received). Accrual basis U.S. Holders and certain other U.S. Holders are required to accrue OID on Short-Term Covered Bonds on a straight-line basis or, if the U.S. Holder so elects, under the constant-yield method (based on daily compounding). In the case of a U.S. Holder not required and not electing to include OID in income currently, any gain realised on the sale or retirement of the Short-Term Covered

Bond will be ordinary income to the extent of the OID accrued on a straight-line basis (unless an election is made to accrue the OID under the constant-yield method) through the date of sale or retirement. U.S. Holders who are not required and do not elect to accrue OID on Short-Term Covered Bonds will be required to defer deductions for interest on borrowings allocable to Short-Term Covered Bonds in an amount not exceeding the deferred income until the deferred income is realized.

For purposes of determining the amount of OID subject to these rules, all interest payments on a Short-Term Covered Bond are included in the Short-Term Covered Bond's stated redemption price at maturity. A U.S. Holder may elect to determine OID on a Short-Term Covered Bond as if the Short-Term Covered Bond had been originally issued to the U.S. Holder at the U.S. Holder's purchase price for the Short-Term Covered Bond. This election will apply to all obligations with a maturity of one year or less acquired by the U.S. Holder on or after the first day of the first taxable year to which the election applies, and may not be revoked without the consent of the IRS.

Market Discount

A Covered Bond, other than a Short-Term Covered Bond, generally will be treated as purchased at a market discount (a "**Market Discount Covered Bond**") if the Covered Bond's stated redemption price at maturity or, in the case of a Discount Covered Bond, the Covered Bond's "revised issue price", exceeds the amount for which the U.S. Holder purchased the Covered Bond by at least 0.25% of the Covered Bond's stated redemption price at maturity or revised issue price, respectively, multiplied by the number of complete years to the Covered Bond's maturity (or, in the case of a Covered Bond that is an instalment obligation, the Covered Bond's weighted average maturity). If this excess is not sufficient to cause the Covered Bond to be a Market Discount Covered Bond, then the excess constitutes "*de minimis* market discount". For this purpose, the "revised issue price" of a Covered Bond generally equals its issue price, increased by the amount of any OID that has accrued on the Covered Bond and decreased by the amount of any payments previously made on the Covered Bond that were not qualified stated interest payments.

Any gain recognised on the sale or retirement of a Market Discount Covered Bond (including any payment on a Covered Bond that is not qualified stated interest) generally will be treated as ordinary income to the extent that the gain does not exceed the accrued market discount on the Covered Bond. Alternatively, a U.S. Holder of a Market Discount Covered Bond may elect to include market discount in income currently over the life of the Covered Bond. This election will apply to all debt instruments with market discount acquired by the electing U.S. Holder on or after the first day of the first taxable year to which the election applies. This election may not be revoked without the consent of the IRS.

A U.S. Holder of a Market Discount Covered Bond that does not elect to include market discount in income currently may be required to defer deductions for interest on borrowings incurred to purchase or carry a Market Discount Covered Bond that is in excess of the interest and OID on the Covered Bond includible in the U.S. Holder's income, to the extent that this excess interest expense does not exceed the portion of the market discount allocable to the days during the taxable year on which the Market Discount Covered Bond was held by the U.S. Holder.

Market discount will accrue on a straight-line basis unless the U.S. Holder elects to accrue the market discount on a constant-yield method. This election applies only to the Market Discount Covered Bond with respect to which it is made and is irrevocable.

Election to Treat All Interest as Original Issue Discount

A U.S. Holder may elect to include in gross income all interest that accrues on a Covered Bond using the constant-yield method described above under "*Original Issue Discount — General*" with certain modifications. For purposes of this election, interest includes stated interest, OID, *de minimis* OID, market discount, *de minimis* market discount and unstated interest, as adjusted by any amortisable bond premium (described below under "*Covered Bonds Purchased at a Premium*") or acquisition premium. This election will generally apply only to the Covered Bond with respect to which it is made and may not be revoked

without the consent of the IRS. If the election to apply the constant-yield method to all interest on a Covered Bond is made with respect to a Market Discount Covered Bond, the electing U.S. Holder will be treated as having made the election discussed above under “*Original Issue Discount — Market Discount*” to include market discount in income currently over the life of all debt instruments with market discount held or thereafter acquired by the U.S. Holder. U.S. Holders should consult their tax advisers concerning the propriety and consequences of this election.

Variable Interest Rate Covered Bonds

Covered Bonds that provide for interest at variable rates (“**Variable Interest Rate Covered Bonds**”) generally will bear interest at a “qualified floating rate” and thus will be treated as “variable rate debt instruments” under Treasury regulations governing accrual of OID. A Variable Interest Rate Covered Bond will qualify as a “variable rate debt instrument” if:

- (a) its issue price does not exceed the total non-contingent principal payments due under the Variable Interest Rate Covered Bond by more than a specified *de minimis* amount;
- (b) it provides for stated interest, paid or compounded at least annually, at:
 - (i) one or more qualified floating rates;
 - (ii) a single fixed rate and one or more qualified floating rates;
 - (iii) a single objective rate; or
 - (iv) a single fixed rate and a single objective rate that is a qualified inverse floating rate; and
- (c) it does not provide for any principal payments that are contingent (other than as described in (a) above).

A “qualified floating rate” is any variable rate where variations in the value of the rate can reasonably be expected to measure contemporaneous variations in the cost of newly borrowed funds in the currency in which the Variable Interest Rate Covered Bond is denominated. A fixed multiple of a qualified floating rate will constitute a qualified floating rate only if the multiple is greater than 0.65 but not more than 1.35. A variable rate equal to the product of a qualified floating rate and a fixed multiple that is greater than 0.65 but not more than 1.35, increased or decreased by a fixed rate, will also constitute a qualified floating rate. In addition, two or more qualified floating rates that can reasonably be expected to have approximately the same values throughout the term of the Variable Interest Rate Covered Bond (e.g. two or more qualified floating rates with values within 25 basis points of each other as determined on the Variable Interest Rate Covered Bond’s issue date) will be treated as a single qualified floating rate. Notwithstanding the foregoing, a variable rate that would otherwise constitute a qualified floating rate but which is subject to one or more restrictions such as a maximum numerical limitation (i.e. a cap) or a minimum numerical limitation (i.e. a floor) may, under certain circumstances, fail to be treated as a qualified floating rate.

Under recently finalised U.S. Treasury regulations, Covered Bonds referencing a benchmark rate that are treated as having a qualified floating rate for purposes of the above will not fail to be so treated merely because the terms of the Covered Bonds provide for a replacement of the benchmark rate in the case of discontinuation or disapplication of such rate. In particular, under the regulations, the benchmark referencing rate and the replacement rate are treated as a single qualified rate.

An “objective rate” is a rate that is not itself a qualified floating rate but which is determined using a single fixed formula and which is based on objective financial or economic information (e.g. one or more qualified floating rates or the yield of actively traded personal property). A rate will not qualify as an objective rate if it is based on information that is within the control of the Issuer (or a related party) or that is unique to the circumstances of the Issuer (or a related party), such as dividends, profits or the value of the Issuer’s stock (although a rate does not fail to be an objective rate merely because it is based on the credit quality of the

Issuer). Other variable interest rates may be treated as objective rates if so designated by the IRS in the future. Despite the foregoing, a variable rate of interest on a Variable Interest Rate Covered Bond will not constitute an objective rate if it is reasonably expected that the average value of the rate during the first half of the Variable Interest Rate Covered Bond's term will be either significantly less than or significantly greater than the average value of the rate during the final half of the Variable Interest Rate Covered Bond's term. A "qualified inverse floating rate" is any objective rate where the rate is equal to a fixed rate minus a qualified floating rate, as long as variations in the rate can reasonably be expected to inversely reflect contemporaneous variations in the qualified floating rate. If a Variable Interest Rate Covered Bond provides for stated interest at a fixed rate for an initial period of one year or less followed by a variable rate that is either a qualified floating rate or an objective rate for a subsequent period and if the variable rate on the Variable Interest Rate Covered Bond's issue date is intended to approximate the fixed rate (e.g. the value of the variable rate on the issue date does not differ from the value of the fixed rate by more than 25 basis points), then the fixed rate and the variable rate together will constitute either a single qualified floating rate or objective rate, as the case may be.

A qualified floating rate or objective rate in effect at any time during the term of the instrument must be set at a "current value" of that rate. A "current value" of a rate is the value of the rate on any day that is no earlier than three months prior to the first day on which that value is in effect and no later than one year following that first day.

If a Variable Interest Rate Covered Bond that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof qualifies as a "variable rate debt instrument" then any stated interest on the Covered Bond which is unconditionally payable in cash or property (other than debt instruments of the Issuer) at least annually will constitute qualified stated interest and will be taxed accordingly. Thus, a Variable Interest Rate Covered Bond that provides for stated interest at either a single qualified floating rate or a single objective rate throughout the term thereof and that qualifies as a "variable rate debt instrument" will generally not be treated as having been issued with OID unless the Variable Interest Rate Covered Bond is issued at a "true" discount (i.e. at a price below the Covered Bond's stated principal amount) equal to or in excess of a specified *de minimis* amount. OID on a Variable Interest Rate Covered Bond arising from "true" discount is allocated to an accrual period using the constant-yield method described above by assuming that the variable rate is a fixed rate equal to:

- (i) in the case of a qualified floating rate or qualified inverse floating rate, the value, as of the issue date, of the qualified floating rate or qualified inverse floating rate; or
- (ii) in the case of an objective rate (other than a qualified inverse floating rate), a fixed rate that reflects the yield that is reasonably expected for the Variable Interest Rate Covered Bond.

In general, any other Variable Interest Rate Covered Bond that qualifies as a "variable rate debt instrument" will be converted into an "equivalent" fixed rate debt instrument for purposes of determining the amount and accrual of OID and qualified stated interest on the Variable Interest Rate Covered Bond. Such a Variable Interest Rate Covered Bond must be converted into an "equivalent" fixed rate debt instrument by substituting any qualified floating rate or qualified inverse floating rate provided for under the terms of the Variable Interest Rate Covered Bond with a fixed rate equal to the value of the qualified floating rate or qualified inverse floating rate, as the case may be, as of the Variable Interest Rate Covered Bond's issue date. Any objective rate (other than a qualified inverse floating rate) provided for under the terms of the Variable Interest Rate Covered Bond is converted into a fixed rate that reflects the yield that is reasonably expected for the Variable Interest Rate Covered Bond. In the case of a Variable Interest Rate Covered Bond that qualifies as a "variable rate debt instrument" and provides for stated interest at a fixed rate in addition to either one or more qualified floating rates or a qualified inverse floating rate, the fixed rate is initially converted into a qualified floating rate (or a qualified inverse floating rate, if the Variable Interest Rate Covered Bond provides for a qualified inverse floating rate). Under these circumstances, the qualified floating rate or qualified inverse floating rate that replaces the fixed rate must be such that the fair market

value of the Variable Interest Rate Covered Bond as of the Variable Interest Rate Covered Bond's issue date is approximately the same as the fair market value of an otherwise identical debt instrument that provides for either the qualified floating rate or qualified inverse floating rate rather than the fixed rate. Subsequent to converting the fixed rate into either a qualified floating rate or a qualified inverse floating rate, the Variable Interest Rate Covered Bond is converted into an "equivalent" fixed rate debt instrument in the manner described above.

Once the Variable Interest Rate Covered Bond is converted into an "equivalent" fixed rate debt instrument pursuant to the foregoing rules, the amount of OID and qualified stated interest, if any, are determined for the "equivalent" fixed rate debt instrument by applying the general OID rules to the "equivalent" fixed rate debt instrument and a U.S. Holder of the Variable Interest Rate Covered Bond will account for the OID and qualified stated interest as if the U.S. Holder held the "equivalent" fixed rate debt instrument. In each accrual period, appropriate adjustments will be made to the amount of qualified stated interest or OID assumed to have been accrued or paid with respect to the "equivalent" fixed rate debt instrument in the event that these amounts differ from the actual amount of interest accrued or paid on the Variable Interest Rate Covered Bond during the accrual period.

If a Variable Interest Rate Covered Bond, such as a Covered Bond the payments on which are determined by reference to an index, does not qualify as a "variable rate debt instrument" then the Variable Interest Rate Covered Bond will be treated as a contingent payment debt obligation. See "*Contingent Payment Debt Instruments*" for a discussion of the U.S. federal income tax treatment of such Covered Bonds.

Covered Bonds Purchased at a Premium

A U.S. Holder that purchases a Covered Bond for an amount in excess of its principal amount, or for a Discount Covered Bond, its stated redemption price at maturity, may elect to treat the excess as "amortisable bond premium", in which case the amount required to be included in the U.S. Holder's income each year with respect to interest on the Covered Bond will be reduced by the amount of amortisable bond premium allocable (based on the Covered Bond's yield to maturity) to that year.

Any election to amortise bond premium will apply to all bonds (other than bonds the interest on which is excludable from gross income for U.S. federal income tax purposes) held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and is irrevocable without the consent of the IRS. See also "*Original Issue Discount — Election to Treat All Interest as Original Issue Discount*".

Contingent Payment Debt Instruments

Certain Series and/or Tranches of Covered Bonds may be treated as "contingent payment debt instruments" for U.S. federal income tax purposes ("**Contingent Covered Bonds**"). Under applicable U.S. Treasury regulations, interest on Contingent Covered Bonds will be treated as OID, and must be accrued on a constant-yield basis based on a yield to maturity that reflects the rate at which the Issuer would issue a comparable fixed-rate non-exchangeable instrument (the "**comparable yield**"), in accordance with a projected payment schedule. This projected payment schedule must include each non-contingent payment on the Contingent Covered Bonds and an estimated amount for each contingent payment, and must produce the comparable yield.

The Issuer is required to provide to holders, solely for U.S. federal income tax purposes, a schedule of the projected amounts of payments on Contingent Covered Bonds. This schedule must produce the comparable yield.

THE COMPARABLE YIELD AND PROJECTED PAYMENT SCHEDULE WILL NOT BE DETERMINED FOR ANY PURPOSE OTHER THAN FOR THE DETERMINATION OF INTEREST ACCRUALS AND ADJUSTMENTS THEREOF IN RESPECT OF CONTINGENT COVERED BONDS FOR UNITED STATES FEDERAL INCOME TAX PURPOSES AND WILL NOT CONSTITUTE A PROJECTION OR

REPRESENTATION REGARDING THE ACTUAL AMOUNTS PAYABLE TO THE HOLDERS OF COVERED BONDS.

The use of the comparable yield and the calculation of the projected payment schedule will be based on a number of assumptions and estimates and will not be a prediction, representation or guarantee of the actual amounts of interest that may be paid to a U.S. Holder or the actual yield of the Contingent Covered Bonds. A U.S. Holder will generally be bound by the comparable yield and the projected payment schedule determined by the Issuer, unless the U.S. Holder determines its own comparable yield and projected payment schedule and explicitly discloses such schedule to the IRS, and explains to the IRS the reason for preparing its own schedule. The Issuer's determination, however, is not binding on the IRS, and it is possible that the IRS could conclude that some other comparable yield or projected payment schedule should be used instead.

A U.S. Holder of a Contingent Covered Bond will generally be required to include OID in income pursuant to the rules discussed in the third paragraph under "*Original Issue Discount — General*" applied to the projected payment schedule. The "adjusted issue price" of a Contingent Covered Bond at the beginning of any accrual period is the issue price of the Covered Bond increased by the amount of accrued OID for each prior accrual period, and decreased by the projected amount of any payments on the Covered Bond. No additional income will be recognised upon the receipt of payments of stated interest in amounts equal to the annual payments included in the projected payment schedule described above. Any differences between actual payments received by the U.S. Holder on the Covered Bond in a taxable year and the projected amount of those payments will be accounted for as additional interest (in the case of a positive adjustment) or as an offset to interest income in respect of the Covered Bond (in the case of a negative adjustment), for the taxable year in which the actual payment is made. If the negative adjustment for any taxable year exceeds the amount of OID on the Contingent Covered Bonds for that year, the excess will be treated as an ordinary loss, but only to the extent the U.S. Holder's total OID inclusions on the Contingent Covered Bonds exceed the total amount of any ordinary loss in respect of the Contingent Covered Bonds claimed by the U.S. Holder under this rule in prior taxable years. Any negative adjustment that is not allowed as an ordinary loss for the taxable year is carried forward to the next taxable year, and is taken into account in determining whether the U.S. Holder has a net positive or negative adjustment for that year. However, any negative adjustment that is carried forward to a taxable year in which the Contingent Covered Bond is sold, exchanged or retired, to the extent not applied to OID accrued for such year, reduces the U.S. Holder's amount realised on the sale, exchange or retirement.

Sale and Retirement of Covered Bonds

Covered Bonds other than Contingent Covered Bonds

A U.S. Holder will generally recognise gain or loss on the sale or retirement of a Covered Bond equal to the difference between the amount realised on the sale or retirement and the U.S. Holder's adjusted tax basis of the Covered Bond. A U.S. Holder's adjusted tax basis in a Covered Bond will generally be its cost, increased by the amount of any OID or market discount included in the U.S. Holder's income with respect to the Covered Bond and the amount, if any, of income attributable to *de minimis* OID and *de minimis* market discount included in the U.S. Holder's income with respect to the Covered Bond, and reduced by:

- (iii) the amount of any payments that are not qualified stated interest payments; and
- (iv) the amount of any amortisable bond premium applied to reduce interest on the Covered Bond.

The amount realised does not include the amount attributable to accrued but unpaid interest, which will be taxable as interest income to the extent not previously included in income. Except to the extent described above under "*Original Issue Discount - Market Discount*" or "*Original Issue Discount - Short-Term Covered Bonds*" or attributable to accrued but unpaid interest or changes in exchange rates (as discussed below), gain or loss recognised on the sale or retirement of a Covered Bond will be capital gain or loss and will be

long-term capital gain or loss if the U.S. Holder's holding period in the Covered Bonds exceeds one year. The deductibility of capital losses is subject to limitations. Gain or loss realised by a U.S. Holder on the sale or retirement of a Covered Bond generally will constitute income or loss from sources within the United States.

Contingent Covered Bonds

Gain from the sale or retirement of a Contingent Covered Bond will be treated as interest income taxable at ordinary income (rather than capital gains) rates. Any loss will be ordinary loss to the extent that the U.S. Holder's total interest inclusions to the date of sale or retirement exceed the total net negative adjustments that the U.S. Holder took into account as ordinary loss, and any further loss will be capital loss. Gain or loss realised by a U.S. Holder on the sale or retirement of a Contingent Covered Bond will generally be foreign source.

A U.S. Holder's tax basis in a Contingent Covered Bond will generally be equal to its cost, increased by the amount of interest previously accrued with respect to the Covered Bond (determined without regard to any positive or negative adjustments reflecting the difference between actual payments and projected payments), increased or decreased by the amount of any positive or negative adjustment that the U.S. Holder is required to make to account for the difference between the U.S. Holder's purchase price for the Covered Bond and the adjusted issue price of the Covered Bond at the time of the purchase, and decreased by the amount of any projected payments scheduled to be made on the Covered Bond to the U.S. Holder through such date (without regard to the actual amount paid).

Foreign Currency Covered Bonds

Interest

If an interest payment is denominated in, or determined by reference to, a foreign currency, the amount of income recognised by a cash basis U.S. Holder will be the U.S. dollar value of the interest payment, based on the exchange rate in effect on the date of receipt, regardless of whether the payment is in fact converted into U.S. dollars.

An accrual basis U.S. Holder may determine the amount of income recognised with respect to an interest payment denominated in, or determined by reference to, a foreign currency in accordance with either of two methods. Under the first method, the amount of income accrued will be based on the average exchange rate in effect during the interest accrual period (or, in the case of an accrual period that spans two taxable years of a U.S. Holder, the part of the period within the taxable year).

Under the second method, the U.S. Holder may elect to determine the amount of income accrued on the basis of the exchange rate in effect on the last day of the accrual period (or, in the case of an accrual period that spans two taxable years, the exchange rate in effect on the last day of the part of the period within the taxable year).

Additionally, if a payment of interest is actually received within five business days of the last day of the accrual period, an electing accrual basis U.S. Holder may instead translate the accrued interest into U.S. dollars at the exchange rate in effect on the day of actual receipt. Any such election will apply to all debt instruments held by the U.S. Holder at the beginning of the first taxable year to which the election applies or thereafter acquired by the U.S. Holder, and will be irrevocable without the consent of the IRS.

Upon receipt of an interest payment (including a payment attributable to accrued but unpaid interest upon the sale or retirement of a Covered Bond) denominated in, or determined by reference to, a foreign currency, the accrual basis U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. dollars.

OID

OID for each accrual period on a Discount Covered Bond that is denominated in, or determined by reference to, a foreign currency will be determined in the foreign currency and then translated into U.S. dollars in the same manner as stated interest accrued by an accrual basis U.S. Holder, as described above. Upon receipt of an amount attributable to OID (whether in connection with a payment on the Covered Bond or a sale or disposition of the Covered Bond), a U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the difference between the amount received (translated into U.S. dollars at the spot rate on the date of receipt) and the amount previously accrued, regardless of whether the payment is in fact converted into U.S. dollars.

Market Discount

Market discount on a Covered Bond that is denominated in, or determined by reference to, a foreign currency will be accrued in the foreign currency. If the U.S. Holder elects to include market discount in income currently, the accrued market discount will be translated into U.S. dollars at the average exchange rate for the accrual period (or portion thereof within the U.S. Holder's taxable year). Upon the receipt of an amount attributable to accrued market discount, the U.S. Holder may recognise U.S. source exchange gain or loss (which will be taxable as ordinary income or loss) determined in the same manner as for accrued interest or OID. A U.S. Holder that does not elect to include market discount in income currently will recognise, upon the sale or retirement of the Covered Bond, the U.S. dollar value of the amount accrued, calculated at the spot rate on that date, and no part of this accrued market discount will be treated as exchange gain or loss.

Bond Premium

Bond premium (including acquisition premium) on a Covered Bond that is denominated in, or determined by reference to, a foreign currency, will be computed in units of the foreign currency, and any such bond premium that is taken into account currently will reduce interest income (or OID) in units of the foreign currency. On the date bond premium offsets interest income (or OID), a U.S. Holder may recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) equal to the amount offset multiplied by the difference between the spot rate in effect on the date of the offset, and the spot rate in effect on the date the Covered Bonds were acquired by the U.S. Holder. A U.S. Holder that does not elect to take bond premium (other than acquisition premium) into account currently generally will recognise a market loss when the Covered Bond matures.

Foreign Currency Contingent Covered Bond

Special rules apply to determine the accrual of OID, and the amount, timing, source and character of any gain or loss on a Contingent Covered Bond that is denominated in, or determined by reference to, a foreign currency (a "**Foreign Currency Contingent Covered Bond**"). The rules applicable to Foreign Currency Contingent Covered Bonds are complex, and U.S. Holders are urged to consult their tax advisers concerning the application of these rules.

Under these rules, a U.S. Holder of a Foreign Currency Contingent Covered Bond will generally be required to accrue OID in the foreign currency in which the Foreign Currency Contingent Covered Bond is denominated (i) at a yield at which the Issuer would issue a fixed rate debt instrument denominated in the same foreign currency with terms and conditions similar to those of the Foreign Currency Contingent Covered Bond, and (ii) in accordance with a projected payment schedule determined by the Issuer, under rules similar to those described above under "*Contingent Payment Debt Instruments*". The amount of OID on a Foreign Currency Contingent Covered Bond that accrues in any accrual period will be the product of the comparable yield of the Foreign Currency Contingent Covered Bond (adjusted to reflect the length of the accrual period) and the adjusted issue price of the Foreign Currency Contingent Covered Bond. The adjusted issue price of a Foreign Currency Contingent Covered Bond will generally be determined under

the rules described above, and will be denominated in the foreign currency of the Foreign Currency Contingent Covered Bond.

OID on a Foreign Currency Contingent Covered Bond will be translated into U.S. dollars under translation rules similar to those described above under “*Foreign Currency Covered Bonds — Interest*”. Any positive adjustment (i.e. the excess of actual payments over projected payments) in respect of a Foreign Currency Contingent Covered Bond for a taxable year will be translated into U.S. dollars at the spot rate on the last day of the taxable year in which the adjustment is taken into account or, if earlier, the date on which the Foreign Currency Contingent Covered Bond is disposed of. The amount of any negative adjustment on a Foreign Currency Contingent Covered Bond (i.e. the excess of projected payments over actual payments) that is offset against accrued but unpaid OID will be translated into U.S. dollars at the same rate at which the OID was accrued. To the extent a net negative adjustment exceeds the amount of accrued but unpaid OID, the negative adjustment will be treated as offsetting OID that has accrued and been paid on the Foreign Currency Contingent Covered Bond, and will be translated into U.S. dollars at the spot rate on the date the Foreign Currency Contingent Covered Bond was issued. Any net negative adjustment carry forward will be carried forward in the relevant foreign currency.

Substitution of Issuer

The terms of the Covered Bonds provide that, in certain circumstances, the obligations of the Issuer under the Covered Bonds may be assumed by another entity. Any such assumption might be treated for U.S. federal income tax purposes as a deemed disposition of Covered Bonds by a U.S. Holder in exchange for new covered bonds issued by the new obligor. As a result of this deemed disposition, a U.S. Holder could be required to recognise capital gain or loss for U.S. federal income tax purposes equal to the difference, if any, between the issue price of the new covered bonds (as determined for U.S. federal income tax purposes), and the U.S. Holder’s adjusted tax basis in the Covered Bonds. U.S. Holders should consult their tax advisers concerning the U.S. federal income tax consequences to them of a change in obligor with respect to the Covered Bonds.

Sale or Retirement of Foreign Currency Covered Bonds other than Foreign Currency Contingent Covered Bonds

As discussed above under “*Sale and Retirement of Covered Bonds*”, a U.S. Holder will generally recognise gain or loss on the sale or retirement of a Covered Bond equal to the difference between the amount realised on the sale or retirement and its adjusted tax basis in the Covered Bond. A U.S. Holder’s adjusted tax basis in a Covered Bond that is denominated in a foreign currency will be determined by reference to the U.S. dollar cost of the Covered Bond. The U.S. dollar cost of a Covered Bond purchased with foreign currency will generally be the U.S. dollar value of the purchase price on the date of purchase or, in the case of Covered Bonds traded on an established securities market, as defined in the applicable U.S. Treasury Regulations, that are purchased by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects), on the settlement date for the purchase.

The amount realised on a sale or retirement for an amount in foreign currency will be the U.S. dollar value of this amount on the date of sale or retirement or, in the case of Covered Bonds traded on an established securities market, as defined in the applicable U.S. Treasury Regulations, sold by a cash basis U.S. Holder (or an accrual basis U.S. Holder that so elects), on the settlement date for the sale. Such an election by an accrual basis U.S. Holder must be applied consistently from year to year and cannot be revoked without the consent of the IRS.

A U.S. Holder will recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) on the sale or retirement of a Covered Bond equal to the difference, if any, between the U.S. dollar values of the U.S. Holder’s purchase price for the Covered Bond (as adjusted for amortised bond premium, if any) (i) on the date of sale or retirement and (ii) the date on which the U.S. Holder acquired the Covered Bond. Any

such exchange gain or loss will be realised only to the extent of total gain or loss realised on the sale or retirement (including any exchange gain or loss with respect to the receipt of accrued but unpaid interest).

Sale or Retirement of Foreign Currency Contingent Covered Bonds

Upon a sale, exchange or retirement of a Foreign Currency Contingent Covered Bond, a U.S. Holder will generally recognise taxable gain or loss equal to the difference between the amount realised on the sale, exchange or retirement and the U.S. Holder's tax basis in the Foreign Currency Contingent Covered Bond, both translated into U.S. dollars as described below. A U.S. Holder's tax basis in a Foreign Currency Contingent Covered Bond will equal (i) the cost thereof (translated into U.S. dollars at the spot rate on the issue date), (ii) increased by the amount of OID previously accrued on the Foreign Currency Contingent Covered Bond (disregarding any positive or negative adjustments and translated into U.S. dollars using the exchange rate applicable to such OID) and (iii) decreased by the projected amount of all prior payments in respect of the Foreign Currency Contingent Covered Bond. The U.S. dollar amount of the projected payments described in clause (iii) of the preceding sentence is determined by (i) first allocating the payments to the most recently accrued OID to which prior amounts have not already been allocated and translating those amounts into U.S. dollars at the rate at which the OID was accrued and (ii) then allocating any remaining amount to principal and translating such amount into U.S. dollars at the spot rate on the date the Foreign Currency Contingent Covered Bond was acquired by the U.S. Holder. For this purpose, any accrued OID reduced by a negative adjustment carry forward will be treated as principal.

The amount realised by a U.S. Holder upon the sale, exchange or retirement of a Foreign Currency Contingent Covered Bond will equal the amount of cash and the fair market value (determined in foreign currency) of any property received. If a U.S. Holder holds a Foreign Currency Contingent Covered Bond until its scheduled maturity, the U.S. dollar equivalent of the amount realised will be determined by separating such amount realised into principal and one or more OID components, based on the principal and OID comprising the U.S. Holder's basis, with the amount realised allocated first to OID (and allocated to the most recently accrued amounts first) and any remaining amounts allocated to principal. The U.S. dollar equivalent of the amount realised upon a sale, exchange or unscheduled retirement of a Foreign Currency Contingent Covered Bond will be determined in a similar manner, but will first be allocated to principal and then any accrued OID (and will be allocated to the earliest accrued amounts first). Each component of the amount realised will be translated into U.S. dollars using the exchange rate used with respect to the corresponding principal or accrued OID. The amount of any gain realised upon a sale, exchange or unscheduled retirement of a Foreign Currency Contingent Covered Bond will be equal to the excess of the amount realised over the holder's tax basis, both expressed in foreign currency, and will be translated into U.S. dollars using the spot rate on the payment date. Gain from the sale or retirement of a Foreign Currency Contingent Covered Bond will generally be treated as interest income taxable at ordinary income (rather than capital gains) rates. Any loss will be ordinary loss to the extent that the U.S. Holder's total OID inclusions to the date of sale or retirement exceed the total net negative adjustments that the U.S. Holder took into account as ordinary loss, and any further loss will be capital loss. Gain or loss realised by a U.S. Holder on the sale or retirement of a Foreign Currency Contingent Covered Bond will generally be foreign source. Prospective purchasers should consult their tax advisers as to the foreign tax credit implications of the sale or retirement of Foreign Currency Contingent Covered Bond.

A U.S. Holder will also recognise U.S. source exchange gain or loss (taxable as ordinary income or loss) on the receipt of foreign currency in respect of a Foreign Currency Contingent Covered Bond if the exchange rate in effect on the date the payment is received differs from the rate applicable to the principal or accrued OID to which such payment relates.

Disposition of Foreign Currency

Foreign currency received as interest on a Covered Bond or on the sale or other disposition of a Covered Bond will have a tax basis equal to its U.S. dollar value at the time the foreign currency is received. Foreign currency that is purchased will generally have a tax basis equal to the U.S. dollar value of the foreign

currency on the date of purchase. Any gain or loss recognised on a sale or other disposition of a foreign currency (including its use to purchase Covered Bonds or upon exchange for U.S. dollars) will be U.S. source ordinary income or loss.

Backup Withholding and Information Reporting

In general, payments of principal and interest and accruals of OID on, and the proceeds of a sale, redemption or other disposition of, the Covered Bonds, by a U.S. paying agent or other U.S. intermediary will be reported to the IRS and to the U.S. Holder as may be required under applicable regulations. Backup withholding will apply to these payments, including payments of accrued OID, if the U.S. Holder fails to provide an accurate taxpayer identification number or certification of exempt status or otherwise fails to comply with applicable certification requirements. Certain U.S. Holders are not subject to backup withholding. U.S. Holders should consult their tax advisers about these rules and any other reporting obligations that may apply to the ownership or disposition of the Covered Bonds, including requirements related to the holding of certain foreign financial assets.

Reportable Transactions

A U.S. taxpayer that participates in a “reportable transaction” will be required to disclose its participation to the IRS. The scope and application of these rules is not entirely clear. A U.S. Holder may be required to treat a foreign currency exchange loss from the Covered Bonds as a reportable transaction if the loss exceeds USD 50,000 in a single taxable year, if the U.S. Holder is an individual or trust, or higher amounts for other non-individual U.S. Holders. In the event the acquisition, holding or disposition of Covered Bonds constitutes participation in a “reportable transaction” for purposes of these rules, a U.S. Holder will be required to disclose its investment by filing IRS Form 8886 with the IRS.

A penalty in the amount of USD 10,000 in the case of a natural person and USD 50,000 in all other cases is generally imposed on any taxpayer that fails to timely file an information return with the IRS with respect to a transaction resulting in a loss that is treated as a reportable transaction. Prospective purchasers are urged to consult their tax advisers regarding the application of these rules.

All Holders

FATCA Withholding

Pursuant to certain provisions of the Code, commonly known as FATCA, a “foreign financial institution” may be required to withhold on certain payments it makes (“**foreign passthru payments**”) to persons that fail to meet certain certification, reporting, or related requirements. The Issuer is a foreign financial institution for these purposes. A number of jurisdictions (including Singapore) have entered into, or have agreed in substance to, intergovernmental agreements with the United States to implement FATCA (“**IGAs**”), which modify the way in which FATCA applies in their jurisdictions. Certain aspects of the application of the FATCA provisions and IGAs to instruments such as the Covered Bonds, including whether withholding would ever be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Covered Bonds, is not clear at this time. Even if withholding would be required pursuant to FATCA or an IGA with respect to payments on instruments such as the Covered Bonds, proposed regulations have been issued that provide that such withholding would not apply prior to the date that is two years after the date on which final regulations defining “foreign passthru payments” are published in the U.S. Federal Register. In the preamble to the proposed regulations, the U.S. Treasury Department indicated that taxpayers may rely on these proposed regulations until the issuance of final regulations. Additionally, Covered Bonds that are not treated as equity for U.S. federal income tax purposes and that have a fixed term issued on or prior to the date that is six months after the date on which final regulations defining “foreign passthru payments” are filed with the U.S. Federal Register generally would be “grandfathered” for purposes of FATCA withholding unless materially modified after such date (including by reason of a substitution of the Issuer). However, if additional Covered Bonds (as described under

“*Terms and Conditions of the Covered Bonds — Further Issues*”) that are not distinguishable from grandfathered Covered Bonds are issued after the expiration of the grandfathering period and are subject to withholding under FATCA, then withholding agents may treat all the Covered Bonds in the series, including grandfathered Covered Bonds, as subject to withholding under FATCA. Holders should consult their own tax advisers regarding how these rules may apply to their investment in the Covered Bonds.

In the event any withholding would be required pursuant to FATCA or an IGA with respect to payments on the Covered Bonds, none of the Issuer, the Sole Arranger, Dealers or any other persons involved in the Programme will be required to pay additional amounts as a result of the withholding.

United Kingdom Taxation

*The comments below are of a general nature based on current UK tax law as applied in England and Wales and published HM Revenue & Customs practice (which is subject to change, possibly with retrospective effect, and may not be binding on HM Revenue & Customs). They relate only to the UK withholding tax treatment of payments of interest in respect of the Covered Bonds and are not intended to be exhaustive. They assume that there will be no substitution of the Issuer and do not address the consequences of any such substitution (notwithstanding that such substitution may be permitted by the terms and conditions of the Covered Bonds). References in this part to “**interest**” shall mean amounts that are treated as interest for the purposes of UK taxation. References in this part to “**London Covered Bonds**” shall mean Covered Bonds issued from DBS Bank’s London branch and “**Other Covered Bonds**” shall mean Covered Bonds issued by DBS Bank other than from its London branch.*

Any Covered Bondholders who are in doubt as to their own tax position should consult their professional advisers. In particular, Covered Bondholders should be aware that the tax legislation of any jurisdiction where a Covered Bondholder is resident or otherwise subject to taxation (as well as the jurisdictions discussed herein) may have an impact on the tax consequences of an investment in the Covered Bonds including in respect of any income received from the Covered Bonds.

UK Withholding Tax on Interest Payments

Assuming that interest on the Other Covered Bonds does not have a UK source, payments of interest on Other Covered Bonds may be made by the Issuer without withholding or deduction for or on account of UK income tax.

Interest paid on London Covered Bonds is likely to have a UK source. Accordingly, if London Covered Bonds are issued for a term of one year or more (or with the intention, or under arrangements the effect of which is, to render such Covered Bonds part of a borrowing with a total term of one year or more), any interest (“**Yearly Interest**”) paid on those London Covered Bonds will be paid under deduction of UK income tax at the basic rate (currently 20%), subject to certain exceptions (in particular, to the exceptions listed below) and the availability of other reliefs under domestic law or to any direction to the contrary from HM Revenue & Customs in respect of such relief as may be available pursuant to the provisions of any applicable double taxation treaty.

Where Covered Bonds are to be, or may fail to be, redeemed at a premium, as opposed to being issued at a discount, then any such element of premium may constitute a payment of interest. Payments of interest are subject to UK withholding tax as outlined above.

Bank Interest Exemption

To the extent that, at the time any Yearly Interest is paid on a London Covered Bonds, DBS Bank is a bank as defined in Section 991 of the UK Income Tax Act 2007 and that Yearly Interest is paid in the ordinary course of DBS Bank’s business, within the meaning of Section 878 of the UK Income Tax Act 2007, that Yearly Interest may be paid without deduction of or withholding on account of UK income tax.

Quoted Eurobond Exemption

Where the London Covered Bonds are and continue to be listed on a recognised stock exchange, within the meaning of Section 1005 of the UK Income Tax Act 2007, payments of interest by the Issuer may be made without withholding or deduction for or on account of United Kingdom income tax. The SGX-ST is a recognised stock exchange for these purposes. Securities will be treated as listed on the SGX-ST if they are both admitted to trading on the Main Board or Bond Market of the SGX-ST and are officially listed in Singapore in accordance with provisions corresponding to those generally applicable in countries in the European Economic Area.

Payments in respect of the Guarantee

The United Kingdom withholding tax treatment of payments by the Guarantor under the terms of the Guarantee in respect of interest on the Covered Bonds (or other amounts due under the Covered Bonds other than the repayment of amounts subscribed for in the Covered Bonds) is uncertain. In particular, such payments by the Guarantor may not be eligible for the exemption in respect of securities listed on a recognised stock exchange described above in relation to payments of interest by the Issuer. Accordingly, if the Guarantor makes any such payments, these may be subject to United Kingdom withholding tax at the basic rate (currently 20 per cent.).

Information Reporting

Information relating to the Covered Bonds, their holders and beneficial owners may be required to be provided to tax authorities in certain circumstances pursuant to domestic or international reporting and transparency regimes. This may include (but is not limited to) information relating to the value of the Covered Bonds, amounts paid or credited with respect to the Covered Bonds, details of the holders or beneficial owners of the Covered Bonds and information and documents in connection with transactions relating to the Covered Bonds. In certain circumstances, the information obtained by a tax authority may be provided to tax authorities in other countries.

Singapore Taxation

The statements below are general in nature and are based on certain aspects of current tax laws in Singapore and administrative guidelines and circulars issued by the MAS in force as at the date of this Offering Circular and are subject to any changes in such laws, administrative guidelines or circulars, or the interpretation of those laws, guidelines or circulars, occurring after such date, which changes could be made on a retroactive basis. Neither these statements nor any other statements in this Offering Circular are intended or are to be regarded as advice on the tax position of any holder of the Covered Bonds or of any person acquiring, selling or otherwise dealing with the Covered Bonds or on any tax implications arising from the acquisition, sale or other dealings in respect of the Covered Bonds. The statements made herein do not purport to be a comprehensive or exhaustive description of all the tax considerations that may be relevant to a decision to purchase, own or dispose of the Covered Bonds and do not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers in securities or financial institutions in Singapore which have been granted the relevant Financial Sector Incentive(s)) may be subject to special rules or tax rates. Prospective holders of the Covered Bonds are advised to consult their own tax advisers as to the Singapore or other tax consequences of the acquisition, ownership of or disposal of the Covered Bonds, including the effect of any foreign, state or local tax laws to which they are subject. It is emphasised that none of the Issuer, the Covered Bond Guarantor, the Sole Arranger and any other persons involved in the Programme accepts responsibility for any tax effects or liabilities resulting from the subscription for, purchase, holding or disposal of the Covered Bonds.

Interest and Other Payments

Subject to the following paragraphs, under Section 12(6) of the Income Tax Act the following payments are deemed to be derived from Singapore:

- (a) any interest, commission, fee or any other payment in connection with any loan or indebtedness or with any arrangement, management, guarantee, or service relating to any loan or indebtedness which is:
 - (i) borne, directly or indirectly, by a person resident in Singapore or a permanent establishment in Singapore (except in respect of any business carried on outside Singapore through a permanent establishment outside Singapore or any immovable property situated outside Singapore); or
 - (ii) deductible against any income accruing in or derived from Singapore; or
- (b) any income derived from loans where the funds provided by such loans are brought into or used in Singapore.

Such payments, where made to a person not known to the paying party to be a resident in Singapore for tax purposes, are generally subject to withholding tax in Singapore. The rate at which tax is to be withheld for such payments (other than those subject to the 15% final withholding tax described below) to non-resident persons (other than non-resident individuals) is currently 17%. The applicable rate for non-resident individuals is currently 22%, and is proposed to be increased to 24% from the year of assessment 2024 pursuant to the Singapore Budget Statement 2022. However, if the payment is derived by a person not resident in Singapore otherwise than from any trade, business, profession or vocation carried on or exercised by such person in Singapore and is not effectively connected with any permanent establishment in Singapore of that person, the payment is subject to a final withholding tax of 15%. The rate of 15% may be reduced by applicable tax treaties.

Certain Singapore-sourced investment income derived by individuals from financial instruments is exempt from tax, including:

- (a) interest from debt securities derived on or after 1 January 2004;
- (b) discount income (not including discount income arising from secondary trading) from debt securities derived on or after 17 February 2006; and
- (c) prepayment fee, redemption premium and break cost from debt securities derived on or after 15 February 2007,

except where such income is derived through a partnership in Singapore or is derived from the carrying on of a trade, business or profession in Singapore.

Withholding Tax Exemption on Qualifying Payments by Specified Entities

Pursuant to Section 45I of the Income Tax Act, payments of income which are deemed under Section 12(6) of the Income Tax Act to be derived from Singapore and which are made by a specified entity shall be exempt from withholding tax if such payments are liable to be made by such specified entity for the purpose of its trade or business under a debt security which is issued within the period from 17 February 2012 to 31 December 2026. Notwithstanding the above, permanent establishments in

Singapore of non-resident persons are required to declare such payments in their annual income tax returns and will be assessed to tax on such payments (unless specifically exempt from tax).

A specified entity includes a bank licensed under the Banking Act 1970 of Singapore or a merchant bank approved under the MAS Act.

Qualifying Debt Securities Scheme

As the Programme as a whole is arranged by Financial Sector Incentive (Bond Market), Financial Sector Incentive (Capital Market) or Financial Sector Incentive (Standard Tier) Company(ies) (as defined in the Income Tax Act), any tranche of the Covered Bonds ("**Relevant Covered Bonds**") which are debt securities issued under the Programme from the date of this Offering Circular to 31 December 2023 would be qualifying debt securities ("**QDS**") for the purposes of the Income Tax Act, to which the following treatment shall apply:

- (a) subject to certain prescribed conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities in respect of the Relevant Covered Bonds in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Covered Bonds as the MAS may require and the inclusion by the Issuer in all offering documents relating to the Relevant Covered Bonds of a statement to the effect that where interest, discount income, prepayment fee, redemption premium or break cost from the Relevant Covered Bonds is derived by a person who is not resident in Singapore and who carries on any operation in Singapore through a permanent establishment in Singapore, the tax exemption for QDS shall not apply if the non-resident person acquires the Relevant Covered Bonds using funds from that person's operations through the Singapore permanent establishment), interest, discount income (not including discount income arising from secondary trading), prepayment fee, redemption premium and break cost (collectively the "**Qualifying Income**") from the Relevant Covered Bonds paid by the Issuer and derived by a holder who is not resident in Singapore and who:

- (i) does not have any permanent establishment in Singapore; or
- (ii) carries on any operation in Singapore through a permanent establishment in Singapore but the funds used by that person to acquire the Relevant Covered Bonds are not obtained from such person's operation through a permanent establishment in Singapore,

are exempt from Singapore tax. "**Funds from Singapore operations**" means, in relation to a person, the funds and profits of that person's operations through a permanent establishment in Singapore;

- (b) subject to certain conditions having been fulfilled (including the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities in respect of the Relevant Covered Bonds in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Covered Bonds as the MAS may require), Qualifying Income paid by the Issuer and derived by any company or a body of persons (as defined in the Income Tax Act) in Singapore is subject to tax at a concessionary rate of 10% (except for holders of the relevant Financial Sector Incentive(s) who may be taxed at different rates); and

- (c) subject to:
- (i) the Issuer including in all offering documents relating to the Relevant Covered Bonds a statement to the effect that any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Relevant Covered Bonds is not exempt from tax shall include such income in a return of income made under the Income Tax Act; and

- (ii) the furnishing by the Issuer, or such other person as the MAS may direct, to the MAS of a return on debt securities in respect of the Relevant Covered Bonds in the prescribed format within such period as the MAS may specify and such other particulars in connection with the Relevant Covered Bonds as the MAS may require,

payments of Qualifying Income derived from the Relevant Covered Bonds are not subject to withholding of tax by the Issuer.

Notwithstanding the foregoing:

- (a) if during the primary launch of any tranche of Relevant Covered Bonds, the Relevant Covered Bonds of such tranche are issued to fewer than four persons and 50% or more of the issue of such Relevant Covered Bonds is beneficially held or funded, directly or indirectly, by related parties of the Issuer, such Relevant Covered Bonds would not qualify as QDS; and
- (b) even though a particular tranche of Relevant Covered Bonds are QDS, if, at any time during the tenure of such tranche of Relevant Covered Bonds, 50% or more of such Relevant Covered Bonds which are outstanding at any time during the life of their issue is beneficially held or funded, directly or indirectly, by any related party(ies) of the Issuer, Qualifying Income derived from such Relevant Covered Bonds held by:
 - (i) any related party of the Issuer; or
 - (ii) any other person where the funds used by such person to acquire such Relevant Covered Bonds are obtained, directly or indirectly, from any related party of the Issuer,

shall not be eligible for the tax exemption or concessionary rate of tax described above.

The term “**related party**”, in relation to a person (A), means any other person who, directly or indirectly, controls that person, or is controlled, directly or indirectly, by A, or where A and that other person, directly or indirectly, are under the control of a common person.

The terms “**break cost**”, “**prepayment fee**” and “**redemption premium**” are defined in the Income Tax Act as follows:

- (a) “**break cost**”, in relation to debt securities and QDS, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by any loss or liability incurred by the holder of the securities in connection with such redemption;
- (b) “**prepayment fee**”, in relation to debt securities and QDS, means any fee payable by the issuer of the securities on the early redemption of the securities, the amount of which is determined by the terms of the issuance of the securities; and
- (c) “**redemption premium**”, in relation to debt securities and QDS, means any premium payable by the issuer of the securities on the redemption of the securities upon their maturity.

References to “break cost”, “prepayment fee” and “redemption premium” in this Singapore tax disclosure have the same meaning as defined in the Income Tax Act.

Where interest, discount income, prepayment fee, redemption premium and break cost (i.e. the Qualifying Income) is derived from any of the Relevant Covered Bonds by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for QDS under the Income Tax Act (as mentioned above) shall not apply if such person acquires such Relevant Covered Bonds using funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost (i.e. the Qualifying Income) derived from the Relevant Covered Bonds

is not exempt from tax (including for the reasons described above) is required to include such income in a return of income made under the Income Tax Act.

Capital Gains

Any gains considered to be in the nature of capital made from the sale of the Covered Bonds will not be taxable in Singapore. However, any gains derived by any person from the sale of the Covered Bonds as part of a trade or business carried on by that person in Singapore may be taxable as such gains are considered revenue in nature.

Holders of the Covered Bonds who apply or who are required to apply Singapore Financial Reporting Standard (“**FRS**”) 39, FRS 109 or Singapore Financial Reporting Standard (International) 9 (Financial Instruments) (“**SFRS(I) 9**”) (as the case may be) for Singapore income tax purposes may be required to recognise gains or losses (not being gains or losses in the nature of capital) for tax purposes in accordance with the provisions of FRS 39, FRS 109 or SFRS(I) 9 (as the case may be) even though no sale or disposal of the Covered Bonds is made. See also “*Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes*”.

Adoption of FRS 39, FRS 109 or SFRS(I) 9 for Singapore Income Tax Purposes

Section 34A of the Income Tax Act provides for the tax treatment for financial instruments in accordance with FRS 39 (subject to certain exceptions and “opt-out” provisions) to taxpayers who are required to comply with FRS 39 for financial reporting purposes. The IRAS has also issued a circular entitled “Income Tax Implications Arising from the Adoption of FRS 39 — Financial Instruments: Recognition and Measurement”.

FRS 109 or SFRS(I) 9 (as the case may be) is mandatorily effective for annual periods beginning on or after 1 January 2018, replacing FRS 39. Section 34AA of the Income Tax Act requires taxpayers who comply or who are required to comply with FRS 109 or SFRS(I) 9 for financial reporting purposes to calculate their profit, loss or expense for Singapore income tax purposes in respect of financial instruments in accordance with FRS 109 or SFRS(I) 9 (as the case may be), subject to certain exceptions. The IRAS has also issued a circular entitled “Income Tax: Income Tax Treatment Arising from Adoption of FRS 109 – Financial Instruments”.

Holders of the Covered Bonds who may be subject to the tax treatment under Sections 34A or 34AA of the Income Tax Act should consult their own accounting and tax advisers regarding the Singapore income tax consequences of their acquisition, holding or disposal of the Covered Bonds.

Estate Duty

Singapore estate duty has been abolished with respect to all deaths occurring on or after 15 February 2008.

Payments by the Covered Bond Guarantor under the Covered Bond Guarantee

In respect of any Relevant Covered Bonds issued by the Issuer through its registered office in Singapore, the Issuer has obtained a specific tax remission from the Ministry of Finance on payments that the Covered Bond Guarantor is liable to pay under the Covered Bond Guarantee to the holders of any Relevant Covered Bonds issued on or before 31 December 2023, as if the tax exemption or concessionary tax rate (as the case may be) for Qualifying Income under the QDS scheme applies to such payments made by the Covered Bond Guarantor under the Covered Bond Guarantee, subject to the following conditions being fulfilled:

- (a) payments made by the Covered Bond Guarantor to holders of such Relevant Covered Bonds under the Covered Bond Guarantee would be the same as if such payments were made directly by the Issuer (i.e. holders of such Relevant Covered Bonds would derive the same income, both in terms

of amount and timing, from the Covered Bond Guarantor under the Covered Bond Guarantee as they would have received from the Issuer in the absence of default); and

- (b) such Relevant Covered Bonds are QDS under the QDS scheme, and all the conditions for the tax exemption or concessionary tax rate under the QDS scheme (as described above) are met.

Hong Kong Taxation

*The statements herein regarding taxation are based on the laws of Hong Kong in force as at the date of this Offering Circular and are subject to any changes in law occurring after such date, which changes could be made on a retroactive basis. The following summary relates to Covered Bonds (excluding Covered Bonds which are “regulatory capital securities” under the Inland Revenue Ordinance (Cap.112) of Hong Kong (the “**Inland Revenue Ordinance**”)) issued by DBS Bank’s Hong Kong branch (“**Hong Kong Covered Bonds**”) and does not purport to be a comprehensive description of all of the tax considerations that may be relevant to a decision to purchase, own or dispose of the Covered Bonds and does not purport to deal with the tax consequences applicable to all categories of investors, some of which (such as dealers or certain professional investors) may be subject to special rules. Investors should consult their own tax advisers regarding the tax consequences of an investment in the Covered Bonds.*

Withholding Tax

No withholding tax is payable in Hong Kong in respect of payments of principal or interest on Hong Kong Covered Bonds or in respect of any capital gains arising from the sale of Hong Kong Covered Bonds.

Profits Tax

Hong Kong profits tax is chargeable on every person carrying on a trade, profession or business in Hong Kong in respect of profits arising in or derived from Hong Kong from such trade, profession or business (excluding profits arising from the sale of capital assets).

Interest on the Hong Kong Covered Bonds may be deemed to be profits arising in or derived from Hong Kong from a trade, profession or business carried on in Hong Kong in the following circumstances:

- (a) interest on the Hong Kong Covered Bonds is derived from Hong Kong and is received by or accrues to a corporation, other than a financial institution (as defined in the Inland Revenue Ordinance (Cap. 112) of Hong Kong (the “**IRO**”)), carrying on a trade, profession or business in Hong Kong;
- (b) interest on the Hong Kong Covered Bonds is derived from Hong Kong and is received by or accrues to a person, other than a corporation, carrying on a trade, profession or business in Hong Kong and is in respect of the funds of that trade, profession or business;
- (c) interest on the Hong Kong Covered Bonds is received by or accrues to a financial institution (as defined in the IRO) and arises through or from the carrying on by the financial institution (as defined in the IRO) of its business in Hong Kong; or
- (d) interest on the Hong Kong Covered Bonds is received by or accrues to a corporation, other than a financial institution (as defined in the IRO), and arises through or from the carrying on in Hong Kong by the corporation of its intra-group financing business (within the meaning of Section 16(3) of the IRO).

Pursuant to the Exemption from Profits Tax (Interest Income) Order, interest income accruing to a person other than a financial institution (as defined in the IRO), on deposits (denominated in any currency and whether or not the deposit is evidenced by a certificate of deposit) placed with, *inter alia*, an authorised institution in Hong Kong (within the meaning of Section 2 of the Banking Ordinance (Cap. 155) of Hong Kong) is exempt from the payment of Hong Kong profits tax. This exemption does not apply, however, to deposits that are used to secure or guarantee money borrowed in certain circumstances. Provided no

prospectus involving the issue of the Hong Kong Covered Bonds is registered under the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong, the issue of the Hong Kong Covered Bonds is expected to constitute a deposit to which the above exemption from payment will apply.

Sums received by or accrued to a financial institution (as defined in the IRO) by way of gains or profits arising through or from the carrying on by the financial institution (as defined in the IRO) of its business in Hong Kong from the sale, disposal and redemption of Hong Kong Covered Bonds will be subject to Hong Kong profits tax.

Sums received by or accrued to a corporation, other than a financial institution (as defined in the IRO), by way of gains or profits arising through or from the carrying on in Hong Kong by the corporation of its intra-group financing business (within the meaning of Section 16(3) of the IRO) from the sale, disposal or other redemption of Hong Kong Covered Bonds will be subject to Hong Kong profits tax.

Sums derived from the sale, disposal or redemption of Hong Kong Covered Bonds will be subject to Hong Kong profits tax where received by or accrued to a person, other than a financial institution (as defined in the IRO), who carries on a trade, profession or business in Hong Kong and the sum forms part of the revenue or profits of that trade, profession or business and has a Hong Kong source unless otherwise exempted. The source of such sums will generally be determined by having regard to the manner in which the Hong Kong Covered Bonds are acquired and disposed of, including where such activities were undertaken.

In certain circumstances, Hong Kong profits tax preferential treatment (such as concessionary tax rates) may be available. Investors are advised to consult their own tax advisers to ascertain the applicability of any preferential treatment to their individual position.

Stamp Duty

Stamp duty will not be payable on the issue of Hong Kong Covered Bonds which are Bearer Covered Bonds by the Issuer, provided either:

- (a) such Covered Bonds are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (b) such Covered Bonds constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117) of Hong Kong).

If stamp duty is payable, it is payable by the Issuer on the issue of Hong Kong Covered Bonds which are Bearer Covered Bonds at a rate of 3 per cent. of the market value of the Covered Bonds at the time of issue.

No stamp duty will be payable on any subsequent transfer of Hong Kong Covered Bonds which are Bearer Covered Bonds.

No stamp duty is payable on the issue of Hong Kong Covered Bonds which are Registered Covered Bonds.

Stamp duty may be payable on any transfer of Hong Kong Covered Bonds which are Registered Covered Bonds issued by the Issuer if the relevant transfer is required to be registered in Hong Kong. Stamp duty will, however, not be payable on any transfers of Hong Kong Covered Bonds which are Registered Covered Bonds, *provided that* either:

- (a) the Registered Covered Bonds are denominated in a currency other than the currency of Hong Kong and are not repayable in any circumstances in the currency of Hong Kong; or
- (b) the Registered Covered Bonds constitute loan capital (as defined in the Stamp Duty Ordinance (Cap. 117) of Hong Kong).

If stamp duty is payable in respect of the transfer of Registered Covered Bonds it will be payable at the rate of 0.26 per cent. (of which 0.13 per cent. is payable by the seller and 0.13 per cent. is payable by the purchaser) normally by reference to the value of the consideration or to the value on the contract notes for such sale, whichever is higher. In addition, stamp duty is payable at the fixed rate of HKD 5.00 on each instrument of transfer executed in relation to any transfer of the Registered Covered Bonds if the relevant transfer is required to be registered in Hong Kong.

ERISA AND CERTAIN OTHER CONSIDERATIONS

Section 406 of the U.S. Employee Retirement Income Security Act of 1974, as amended (“**ERISA**”) and Section 4975 of the Code prohibit certain transactions involving the assets of employee benefit plans, other plans subject to such provisions, including collective investment funds and separate accounts whose underlying assets include the assets of such plans, and entities whose underlying assets are deemed for purposes of ERISA or Section 4975 of the Code to include “plan assets” by reason of an employee benefit plan's or plan's investment in the entity (collectively, the “**Plans**”) and persons referred to as “**parties in interest**” within the meaning of Section 3(14) of ERISA or “**disqualified persons**” within the meaning of Section 4975 of the Code (collectively, “**Parties in Interest**”) having certain relationships to such Plans, unless a statutory or administrative exemption applies to the transaction. A Party in Interest who engages in a non-exempt prohibited transaction may be subject to excise taxes or other penalties and liabilities under ERISA or Section 4975 of the Code.

Certain exemptions from the prohibited transaction provisions of Section 406 of ERISA and Section 4975 of the Code may apply depending in part on the type of Plan fiduciary making the decision to acquire a Covered Bond and the circumstances under which such decision is made. Included among these exemptions are (but are not limited to) Section 408(b)(17) of ERISA and Section 4975(d)(20) of the Code (relating to transactions with certain service providers) and Prohibited Transaction Class Exemption (“**PTCE**”) 95-60 (relating to investments by insurance company general accounts), PTCE 91-38 (relating to investments by bank collective investment funds), PTCE 84-14 (relating to transactions effected by a “qualified professional asset manager”), PTCE 90-1 (relating to investments by insurance company pooled separate accounts) and PTCE 96-23 (relating to transactions determined by an in-house asset manager). There can be no assurance that any of these exemptions or any other exemption will be available with respect to any particular transaction involving the Covered Bonds or that, if an exemption is available, it will cover all aspects of any particular transaction. Accordingly, each original or subsequent purchaser or transferee of a Covered Bond that is or may become a Plan is responsible for determining that its purchase, holding and disposition of such Covered Bond will not constitute or result in a prohibited transaction under Section 406 of ERISA or Section 4975 of the Code.

The U.S. Department of Labor (the “**DOL**”) has promulgated a regulation at 29 C.F.R. § 2510.3-101 describing what constitutes the assets of a Plan for purposes of ERISA and Section 4975 of the Code (as modified by Section 3(42) of ERISA, the “**Plan Asset Regulation**”). Pursuant to a look-through rule under the Plan Asset Regulation, if a Plan invests in an “equity interest” of an entity, then the Plan's assets include both the equity interest and an undivided interest in each of the entity's underlying assets, unless an exception applies. If the underlying assets of the entity are deemed to be assets of a Plan, the fiduciary responsibility and prohibited transaction provisions of ERISA or Section 4975 of the Code may apply to the underlying assets and activities of the entity, and there may be an increase in the exposure to liability under ERISA and Section 4975 of the Code of various providers of fiduciary or other services to the entity, and the activities of the entity may be restricted or limited. There is an exception, among others, to the look-through rule under the Plan Asset Regulation applicable to an “**operating company**” which the Plan Asset Regulation defines as an entity that is primarily engaged in the production or sale of products or services (other than the investment of capital) directly or through majority-owned subsidiaries. The Issuer considers itself to qualify as an operating company, but no assurances are provided as to such qualification.

For purposes of the Plan Asset Regulation, an equity interest includes any interest in an entity other than an instrument that is treated as indebtedness under applicable local law and which has no substantial equity features. Unless otherwise provided in the Pricing Supplement, the Issuer will proceed based on the position that the Covered Bonds should not be considered at the time of issuance to be “equity interests” of the Issuer and that the Issuer qualifies as an operating company, in each case for purposes of Title I of ERISA or Section 4975 of the Code (see “*Taxation — U.S. Holders — Characterisation of the Covered*”).

Bonds”) and subject to the requirements discussed herein, the Covered Bonds may generally be purchased and held by Plans. Each purchaser or transferee of a Covered Bond (or any interest therein) will be deemed to have represented and agreed that either:

- (a) it is not a Plan or a governmental, church, non-U.S. or other employee benefit plan that is subject to any U.S. federal, state or local law, or non-U.S. law, that is substantially similar to Section 406 of ERISA or Section 4975 of the Code (“**Similar Law**”); or
- (b) its purchase, holding and disposition of a Covered Bond (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code or, in the case of a governmental, church, non-U.S. or other employee benefit plan, a violation of any applicable Similar Law.

Any purported transfer of a Covered Bond (or any interest therein) to a purchaser or transferee that does not comply with the above requirements will be of no force and effect and shall be null and void *ab initio*.

ERISA imposes certain requirements on Plans, and on those persons who are fiduciaries with respect to Plans. Investments by Plans are subject to ERISA’s general fiduciary requirements, including, but not limited to, the requirement of investment prudence and diversification and the requirement that a Plan’s investments be made in accordance with the documents governing the Plan.

Moreover, a Plan that purchases Covered Bonds denominated in U.S. dollars may also be deemed to be purchasing any rights the Plan has to participate in the receipt of payments under a Covered Bond Swap Agreement in respect of such Covered Bonds denominated in U.S. dollars (any such participation rights, the “**Currency Swap Rights**”), in which case both the acquisition, holding and disposition of the relevant Covered Bonds denominated in U.S. dollars and corresponding Currency Swap Rights could give rise to a prohibited transaction under Section 406 of ERISA and/or Section 4975 of the Code. However, the same administrative and statutory prohibited transaction class exemptions that would permit a Plan to acquire, hold and dispose of Covered Bonds should also permit a Plan’s acquisition, holding and disposition of the Currency Swap Rights.

Under the Plan Assets Regulation, when a Plan’s interest in an entity relates solely to separate property of the entity (such as a Currency Swap Right), such a separate property is treated as a separate hypothetical entity, and if Plan participation in that separate entity is “significant”, as determined under the Plan Asset Regulation by applying the ERISA 25% calculation that is described in the Plan Asset Regulation, the participating Plans could each have an undivided interest in any assets of the entity.

It is possible that a Plan’s investment in Covered Bonds denominated in U.S. dollars could also be treated as an investment in any Currency Swap Right corresponding to such Covered Bonds denominated in U.S. dollars. This is far from clear. However, even if a Plan were treated as investing in a Currency Swap Right, and somehow if the ERISA 25% threshold were exceeded with respect to any Currency Swap Rights, the terms of the Currency Swap Rights are fixed and the Issuer is not exercising any fiduciary discretion with respect to such Currency Swap Rights. Each Plan that purchases Covered Bonds denominated in U.S. dollars will be deemed to acknowledge that: (i) it directs the Issuer to enter into a Covered Bond Swap Agreement in respect of any Covered Bonds denominated in U.S. dollars on its behalf; and (ii) the Issuer is not acting as its fiduciary with respect to any such Covered Bond Swap Agreement.

This Offering Circular is not directed to any particular prospective investor, nor does it address the needs of any particular prospective investor. None of the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, the Agents, the Sole Arranger, the Dealers or their respective affiliates (the “**Transaction Parties**”) has undertaken to provide any investment advice, or to give advice in a fiduciary capacity, and none of the Transaction Parties has or shall provide any advice or recommendation with respect to the management of any interest in a Covered Bond or the advisability of acquiring, holding, disposing or exchanging of any such interest. Any Plan that purchases or acquires a Covered Bond shall,

by its purchase and holding of the Covered Bond (or any interest therein), be deemed to represent that the fiduciary making the decision to invest in the Covered Bond (or any interest therein) is an independent fiduciary with financial expertise and the authority to purchase such Covered Bond (or interest therein) and has received and understands the disclosure contained in this Offering Circular and related materials.

THE PRECEDING DISCUSSION IS ONLY A SUMMARY OF CERTAIN ERISA AND OTHER U.S. IMPLICATIONS OF AN INVESTMENT IN THE SECURITIES AND DOES NOT PURPORT TO BE COMPLETE. PROSPECTIVE INVESTORS SHOULD CONSULT WITH THEIR OWN LEGAL, TAX, FINANCIAL AND OTHER ADVISERS PRIOR TO INVESTING TO REVIEW THESE IMPLICATIONS IN LIGHT OF SUCH INVESTOR'S PARTICULAR CIRCUMSTANCES.

SUBSCRIPTION AND SALE

Subject to the terms and on the conditions contained in an amended and restated programme agreement dated on or about 9 March 2022 (the “**Programme Agreement**”) among, *inter alios*, the Issuer and the Sole Arranger and Programme Dealer, the Covered Bonds will be offered on a continuous basis by the Issuer to the Programme Dealers. However, the Issuer has reserved the right to issue Covered Bonds directly on its own behalf to Dealers that are not Programme Dealers. The Covered Bonds may be resold at prevailing market prices, or at prices related thereto, at the time of such resale, as determined by the relevant Dealer. The Covered Bonds may also be sold by the Issuer through Dealers, acting as agents of the Issuer. The Programme Agreement also provides for Covered Bonds to be issued in syndicated Tranches that are jointly and severally underwritten by two or more Dealers.

The Issuer will pay each relevant Dealer a commission as agreed between the Issuer and the Dealer in respect of Covered Bonds subscribed by it. The Issuer has agreed to reimburse the Sole Arranger for certain of its expenses incurred in connection with the establishment of the Programme and the Dealers for certain of their activities in connection with the Programme. The Issuer may also from time to time agree with the relevant Dealer(s) that it may pay certain third parties commissions (including, without limitation, rebates to private banks).

The Issuer and the Covered Bond Guarantor have agreed to jointly and severally indemnify the Dealers against certain liabilities in connection with the offer and sale of the Covered Bonds. The Programme Agreement entitles the Dealers to terminate any agreement that they may make to subscribe Covered Bonds in certain circumstances prior to payment for such Covered Bonds being made to the Issuer.

In order to facilitate the offering of any Tranche of the Covered Bonds, one or more Dealers named as Stabilisation Coordinators (or persons acting on behalf of any Stabilisation Coordinator) in the applicable Pricing Supplement, to the extent permitted by applicable laws and regulations, may engage in transactions that stabilise, maintain or otherwise affect the market price of the relevant Covered Bonds during and after the offering of the relevant Tranche. Specifically, such persons may over-allot or create a short position in the Covered Bonds for their own account by selling more Covered Bonds than have been sold to them by the Issuer. Such persons may also elect to cover any such short position by purchasing Covered Bonds in the open market. In addition, such persons may stabilise or maintain the price of the Covered Bonds by bidding for or purchasing Covered Bonds in the open market and may impose penalty bids, under which selling concessions allowed to syndicate members or other broker-dealers participating in the offering of the Covered Bonds are reclaimed if Covered Bonds previously distributed in the offering are repurchased in connection with stabilisation transactions or otherwise. The effect of these transactions may be to stabilise or maintain the market price of the Covered Bonds at a level above that which might otherwise prevail in the open market. The imposition of a penalty bid may also affect the price of the Covered Bonds to the extent that it discourages resales thereof. No representation is made as to whether such stabilisation activities will take place at all or the magnitude or effect of any such stabilising or other transactions. Such transactions, if commenced, may be discontinued at any time. Stabilisation activities are subject to certain prescribed time limits in certain jurisdictions. Any stabilisation action may begin on or after the date on which adequate public disclosure of the terms of the offer of the relevant Tranche of Covered Bonds is made and, if begun, may be ended at any time, but it must end no later than the earlier of 30 days after the issue date of the relevant Tranche of Covered Bonds and 60 days after the date of the allotment of the relevant Tranche of Covered Bonds.

See “*Clearing and Settlement — Book-Entry Ownership — Pre-issue Trades Settlement for Registered Covered Bonds*” with respect to the settlement of any Covered Bonds issued.

Each Dealer has further agreed, and each further Dealer appointed under the Programme will be required to further agree, that it will not directly or indirectly offer, sell, resell, re-offer or deliver Covered Bonds to

any entity listed under “*Related Parties of the Issuer*” or in any such list being updated in writing by the Issuer and delivered to the Dealers in accordance with the Programme Agreement.

Related Parties of the Issuer

Set out below is a list of the related parties of DBS Bank Ltd. as at 31 January 2022 for the purposes of the Qualifying Debt Securities Scheme under Singapore tax regulations. See “*Taxation – Singapore Taxation – Qualifying Debt Securities Scheme*”. Such list shall be superseded and replaced by any subsequent list issued by the Issuers to each of the Dealers in accordance with the terms of the Programme Agreement (as may be amended, updated or superseded from time to time).

(A) Holding company:

1. DBS Group Holdings Ltd

(B) Main operating subsidiaries and associated companies:

- | | |
|--|--|
| 2. DBS Bank (China) Limited | 7. PT Bank DBS Indonesia |
| 3. DBS Bank (Hong Kong) Limited | 8. Central Boulevard Development Pte. Ltd. |
| 4. DBS Bank (Taiwan) Ltd | 9. Changsheng Fund Management Company Limited |
| 5. DBS Bank India Limited | 10. Network for Electronic Transfers (Singapore) Pte Ltd |
| 6. DBS Vickers Securities Holdings Pte Ltd | |

(C) Others:

- | | |
|--|--|
| 11. AXS Pte. Ltd. | 44. Lushington Investments Limited |
| 12. Carrollton Pte. Ltd. | 45. Miclyn Express Offshore Limited |
| 13. Dao Heng Finance Limited | 46. Overseas Trust Bank Nominees Limited |
| 14. DBS Asia Capital Limited | 47. Primefield Company Pte Ltd |
| 15. DBS Asia Hub 2 Private Limited | 48. PT DBS Vickers Sekuritas Indonesia |
| 16. DBS Capital Investments Ltd | 49. Quickway Limited |
| 17. DBS Diamond Holdings Ltd. | 50. Rising Phoenix Ltd. |
| 18. DBS Digital Exchange Pte. Ltd. | 51. Rising Phoenix II Ltd. |
| 19. DBS Finnovation Pte. Ltd. | 52. The Islamic Bank of Asia Limited |
| 20. DBS Kwong On (Nominees) Limited | 53. Ting Hong Nominees Limited |
| 21. DBS Nominees (Private) Limited | 54. Vector Fund VCC |
| 22. DBS Securities (China) Co., Ltd | 55. Vickers Ballas Consultancy Services Limited |
| 23. DBS Securities (Japan) Company Limited | 56. Vickers Ballas Investment Management Limited |
| 24. DBS Trustee (Hong Kong) Limited | 57. AllianceDBS Research Sdn Bhd |
| 25. DBS Trustee Limited | 58. Century Horse Group Limited |
| 26. DBS Vickers (Hong Kong) Limited | 59. Clearing and Payment Services Pte Ltd |

27.	DBS Vickers Securities (Hong Kong) Limited	60.	EvolutionX Debt Capital Pte. Ltd.
28.	DBS Vickers Securities (Singapore) Pte Ltd	61.	EvolutionX Debt Capital FMC Pte. Ltd.
29.	DBS Vickers Securities (Thailand) Co., Ltd.	62.	EvolutionX Debt Capital Fund 1 GP Pte. Ltd.
30.	DBS Vickers Securities (UK) Limited	63.	EvolutionX Debt Capital Master Fund 1 Pte. Ltd.
31.	DBS Vickers Securities (USA) Inc.	64.	EvolutionX Debt Capital Fund 1 LP
32.	DBS Vickers Securities (Philippines) Inc.	65.	ICCP Capital Markets Limited
33.	DBS Vickers Securities Nominees (Hong Kong) Limited	66.	Investment and Capital Corporation of the Philippines
34.	DBS Vickers Securities Nominees (Singapore) Pte Ltd	67.	Orix Leasing Singapore Limited
35.	DBSN Services Pte. Ltd.	68.	Partior Pte. Ltd.
36.	Ganges I Pte. Ltd.	69.	Raffles Fund 1 Limited
37.	Ganges II Pte. Ltd.	70.	The Asian Entrepreneur Legacy One, L.P.
38.	Ganges III Pte. Ltd.	71.	PSBC Consumer Finance Company Limited
39.	Ganges IV Pte. Ltd.	72.	Heveaconnect Pte. Ltd.
40.	Ganges V Pte. Ltd.	73.	Shenzhen Rural Commercial Bank Corporation Limited
41.	Hang Lung Bank (Nominee) Limited	74.	Muzinich Asia Pacific Private Debt Fund
42.	Heedum Pte. Ltd.	75.	Verified Impact Exchange Holdings Pte. Ltd.
43.	Kendrick Services Limited	76.	Climate Impact X Pte. Ltd.

Declaration of Interest

DBS Bank is the Issuer and is also acting as the Sole Arranger and Programme Dealer in respect of the Programme.

The Programme Dealer is a full service financial institution engaged in various activities, which may include securities trading, commercial and investment banking, financial advisory, investment management, investment research, principal investment, hedging, financing and brokerage activities. The Programme Dealer and its affiliates have, from time to time, performed, and may in the future perform, various financial advisory and investment banking services (including hedging services) for the Issuer, for which they received or will receive customary fees and expenses.

In the ordinary course of their various business activities, the Programme Dealer and its affiliates may make or hold a broad array of investments and actively trade debt and equity securities (or related derivative securities) and financial instruments (including bank loans) for their own account and for the accounts of their customers, and such investment and securities activities may involve securities and/or instruments of the Issuer. The Programme Dealer may from time to time also enter into swap and other derivative transactions with the Issuer and its respective affiliates. The Programme Dealer and its affiliates

may also make investment recommendations and/or publish or express independent research views in respect of such securities or instruments and may at any time hold, or recommend to clients that they acquire, long and/or short positions in such securities and instruments.

Selling Restrictions

United States

The Covered Bonds and the Covered Bond Guarantee have not been and will not be registered under the Securities Act or with any securities regulatory authority of any state or other jurisdiction of the United States, and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons, except in certain transactions exempt from the registration requirements of the Securities Act. Terms used in this paragraph have the meanings given to them by Regulation S.

Bearer Covered Bonds are subject to U.S. tax law requirements and may not be offered, sold or delivered within the United States or its possessions or to a United States person, except in certain transactions permitted by U.S. tax regulations. Terms used in this paragraph have the meanings given to them by the U.S. Internal Revenue Code of 1986, as amended (the “**Code**”), and regulations thereunder.

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it will not offer, sell or in the case of Bearer Covered Bonds, deliver Covered Bonds of any Tranche:

- (a) as part of their distribution at any time; and
- (b) otherwise until the expiration of 40 days after the completion of the distribution of such Tranche as determined and certified to each relevant Dealer by the Issuing and Paying Agent or the lead manager of a syndicated issue of Covered Bonds, as the case may be, within the United States or to, or for the account or benefit of, U.S. persons except in accordance with Rule 903 of Regulation S or Rule 144A. Each Dealer also has agreed that, at or prior to confirmation of a sale of Covered Bonds, it will have sent to each distributor, dealer or person receiving a selling concession, fee or other remuneration that purchases Covered Bonds from it during the distribution compliance period a confirmation or notice to substantially the following effect:

“The Securities covered hereby have not been and will not be registered under the U.S. Securities Act of 1933 (the “**Securities Act**”) and may not be offered or sold within the United States or to, or for the account or benefit of, U.S. persons:

- a. as part of their distribution at any time; or
- b. otherwise until the expiration of 40 days after the completion of the distribution of all Covered Bonds of the Tranche of which such Covered Bonds are a part, as determined and certified by the relevant Dealers, in the case of a non-Syndicated Issue, or the Lead Manager, in the case of a Syndicated Issue, and except in either case in accordance with Regulation S or Rule 144A under the Securities Act. Terms used above have the meanings given to them by Regulation S under the Securities Act.”

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that neither it nor any of its affiliates (as defined in Rule 501(b) of Regulation D under the Securities Act (“**Regulation D**”)), nor any person acting on its or their behalf has engaged or will engage in any form of general solicitation or general advertising (within the meaning of Regulation D) in connection with any offer and sale of the Covered Bonds in the United States.

Terms used in this paragraph have the meanings given to them by Regulation S.

The Covered Bonds may be offered and sold outside the United States to non-U.S. persons in reliance on Regulation S. The Programme Agreement provides that the Dealers may directly or through their respective U.S. broker-dealer affiliates arrange for the offer and resale of Covered Bonds within the United States only to QIBs in reliance on Rule 144A.

In addition, until 40 days after the commencement of the offering of an identifiable tranche of Covered Bonds, an offer or sale of Covered Bonds within the United States by any dealer that is not participating in the offering of such tranche of Covered Bonds may violate the registration requirements of the Securities Act.

Covered Bonds in bearer form are subject to U.S. tax law requirements. In addition, unless the Pricing Supplement or subscription agreement relating to one or more Tranches specifies that the applicable TEFRA exemption is either “TEFRA C” or “not applicable”, each Dealer has represented in relation to each Tranche of Covered Bonds in bearer form that:

- (a) except to the extent permitted under U.S. Treas. Reg. §1.163-5(c)(2)(i)(D) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (“**TEFRA D**”):
 - (iii) it has not offered or sold, and during the restricted period it will not offer or sell, Covered Bonds in bearer form to a person who is within the United States or its possessions or to a United States person; and
 - (iv) it has not delivered and agrees that it will not deliver within the United States or its possessions definitive Covered Bonds in bearer form that are sold during the restricted period;
- (b) it has and agrees that throughout the restricted period it will have in effect procedures reasonably designed to ensure that its employees or agents who are directly engaged in selling Covered Bonds in bearer form are aware that such Covered Bonds may not be offered or sold during the restricted period to a person who is within the United States or its possessions or to a United States person, except as permitted by TEFRA D;
- (c) if it is a United States person, that it is acquiring the Covered Bonds in bearer form for purposes of resale in connection with their original issue and if it retains Covered Bonds for its own account, it will only do so in accordance with the requirements of U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(6) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code);
- (d) with respect to each affiliate that acquires Covered Bonds in bearer form from a Dealer for the purpose of offering or selling such Covered Bonds during the restricted period, it either (i) repeats and confirms the representations contained in (a), (b) and (c) above on behalf of such affiliate or (ii) agrees that it will obtain from such affiliate for the benefit of the Issuer the representations and agreements contained in (a), (b) and (c) above; and
- (e) it has not and agrees that it will not enter into any written contract (as defined in U.S. Treas. Reg. §1.163-5(c)(2)(i)(D)(4)) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) (other than a confirmation or other notice of the transaction) pursuant to which any other party to the contract (other than one of its affiliates or another Dealer) has offered or sold, or during the restricted period will offer or sell, any Covered Bonds, except where pursuant to the contract the Dealer has obtained or will obtain from that party, for the benefit of the Issuer and the relevant Dealers, the representations contained in, and that party’s agreement to comply with, the provisions of (a), (b), (c) and (d) above.

Terms used in this paragraph have the meanings given to them by the Code and regulations promulgated thereunder, including TEFRA D.

Covered Bonds that have an original maturity of more than one year issued pursuant to TEFRA D (other than Temporary Global Covered Bonds) and any receipts, coupons or talons appertaining thereto will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".

In addition, to the extent that the Pricing Supplement or the subscription agreement relating to one or more tranches of the Covered Bonds in bearer form specifies that the applicable TEFRA exemption is TEFRA C, such Covered Bonds in bearer form must be issued and delivered outside the United States and its possessions in connection with their original issuance. In relation to each Tranche, each Dealer has represented and agreed that it has not offered, sold or delivered, and shall not offer, sell or deliver, directly or indirectly, such Covered Bonds in bearer form within the United States or its possessions in connection with their original issuance. Further, each Dealer has represented and agreed in connection with the original issuance of such Covered Bonds in bearer form that it has not communicated, and will not communicate, directly or indirectly, with a prospective purchaser if either such purchaser or it is within the United States or its possessions or otherwise involve its U.S. office in the offer or sale of such Covered Bonds in bearer form. Terms used in this paragraph have the meanings given to them by the Code and U.S. Treasury regulations promulgated thereunder, including U.S. Treas. Reg. §1.163-5(c)(2)(1)(C) (or any successor rules in substantially the same form that are applicable for purposes of Section 4701 of the Code) ("**TEFRA C**"). In connection with an offer or sale of any Covered Bonds in the United States or an offering in reliance on or pursuant to Regulation S, each Dealer has represented and agreed that, it is (a) a "qualified institutional buyer" within the meaning of Rule 144A and an "accredited investor" within the meaning of Rule 501(a) under the Securities Act or (b) a non-U.S. person outside of the United States.

Any resale or other transfer, or attempted resale or other transfer of Covered Bonds sold as part of a private placement in the United States made other than in compliance with the restrictions set out above shall not be recognised by the Issuer or any agent of the Issuer and shall be void. The certificates for the Covered Bonds sold in the United States shall bear a legend to this effect.

Each issue of other types of Covered Bonds may be subject to such additional U.S. selling restrictions as the Issuer and the relevant Dealer may agree as a term of the issue and purchase of such Covered Bonds, which additional selling restrictions shall be set out in the applicable Pricing Supplement or subscription agreement, as the case may be. The relevant Dealer agrees that it shall offer, sell and deliver such Covered Bonds only in compliance with such additional U.S. selling restrictions.

Prohibition of Sales to EEA Retail Investors

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds which are the subject of the offering contemplated by this Offering Circular as completed by the Pricing Supplement in relation thereto to any retail investor in the EEA. For the purposes of this provision:

- (a) the expression "**retail investor**" means a person who is one (or more) of the following:
 - (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, "**MiFID II**"); or
 - (ii) a customer within the meaning of Directive (EU) 2016/97 (the "**Insurance Distribution Directive**"), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II; and

- (b) the expression “offer” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

Prohibition of Sales to UK Retail Investors

Each Dealer has represented and agreed that it has not offered, sold or otherwise made available and will not offer, sell or otherwise make available any Covered Bonds to any retail investor in the UK. For the purposes of this provision:

- (a) the expression “**retail investor**” means a person who is one (or more) of the following:
- (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the EUWA; or
 - (ii) a customer within the meaning of the provisions of the FSMA and any rules or regulations made under the FSMA to implement Directive (EU) 2016/97, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA; and
- (b) the expression “**offer**” includes the communication in any form and by any means of sufficient information on the terms of the offer and the Covered Bonds to be offered so as to enable an investor to decide to purchase or subscribe for the Covered Bonds.

United Kingdom

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that:

- (i) in relation to any Covered Bonds which have a maturity of less than one year:
- (a) it is a person whose ordinary activities involve it in acquiring, holding, managing or disposing of investments (as principal or agent) for the purposes of its business; and
 - (b) it has not offered or sold and will not offer or sell any Covered Bonds other than to persons whose ordinary activities involve them in acquiring, holding, managing or disposing of investments (as principal or as agent) for the purposes of their businesses or who it is reasonable to expect will acquire, hold, manage or dispose of investments (as principal or agent) for the purposes of their businesses where the issue of the Covered Bonds would otherwise constitute a contravention of Section 19 of the FSMA by the Issuer or the Covered Bond Guarantor;
- (ii) it has only communicated or caused to be communicated and will only communicate or cause to be communicated an invitation or inducement to engage in investment activity (within the meaning of Section 21 of the FSMA) received by it in connection with the issue or sale of any Covered Bonds in circumstances in which Section 21(1) of the FSMA does not apply to the Issuer or the Covered

Bond Guarantor and would not, if it was not an authorised person, apply to the Issuer or the Covered Bond Guarantor; and

- (iii) it has complied and will comply with all applicable provisions of the FSMA with respect to anything done by it in relation to any Covered Bonds in, from or otherwise involving the UK.

Hong Kong

In relation to each Tranche of Covered Bonds issued by the Issuer, each Dealer has represented and agreed that:

- (i) it has not offered or sold and will not offer or sell in Hong Kong, by means of any document, any Covered Bonds, except for Covered Bonds which are a “structured product” as defined in the Securities and Futures Ordinance (Cap. 571) of Hong Kong (the “SFO”), other than (a) to “professional investors” as defined in the SFO and any rules made under the SFO; or (b) in other circumstances which do not result in the document being a “prospectus” as defined in the Companies (Winding Up and Miscellaneous Provisions) Ordinance (Cap. 32) of Hong Kong (the “C(WUMP)O”) or which do not constitute an offer to the public within the meaning of the C(WUMP)O; and
- (ii) it has not issued or had in its possession for the purposes of issue, and will not issue or have in its possession for the purposes of issue, whether in Hong Kong or elsewhere, any advertisement, invitation or document relating to the Covered Bonds, which is directed at, or the contents of which are likely to be accessed or read by, the public of Hong Kong (except if permitted to do so under the securities laws of Hong Kong) other than with respect to Covered Bonds which are or are intended to be disposed of only to persons outside Hong Kong or only to “professional investors” as defined in the SFO and any rules made under the SFO.

Japan

The Covered Bonds have not been and will not be registered under the Financial Instruments and Exchange Act of Japan (Act No. 25 of 1948, as amended) (the “**Financial Instruments and Exchange Act**”). Accordingly, each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it has not, directly or indirectly, offered or sold and will not, directly or indirectly, offer or sell the Covered Bonds in Japan or to, or for the benefit of, any resident of Japan (which term as used herein means any person resident in Japan, including any corporation or other entity organised under the laws of Japan) or to others for re-offering or resale, directly or indirectly, in Japan or to, or for the benefit of, any resident of Japan except pursuant to an exemption from the registration requirements of, and otherwise in compliance with, the Financial Instruments and Exchange Act and other relevant laws and regulations of Japan.

Singapore

Each Dealer has acknowledged, and each further Dealer appointed under the Programme will be required to acknowledge, that this Offering Circular has not been registered as a prospectus with the MAS. Accordingly, each Dealer has represented, warranted and agreed, and each further Dealer appointed under the Programme will be required to represent, warrant and agree, that it has not offered or sold any Covered Bonds or caused the Covered Bonds to be made the subject of an invitation for subscription or purchase and will not offer or sell any Covered Bonds or cause the Covered Bonds to be made the subject of an invitation for subscription or purchase, and has not circulated or distributed, nor will it circulate or distribute, this Offering Circular or any other document or material in connection with the offer or sale, or

invitation for subscription or purchase, of such Covered Bonds, whether directly or indirectly, to persons in Singapore other than:

- (i) to an institutional investor (as defined in Section 4A of the SFA) pursuant to Section 274 of the SFA;
- (ii) to a relevant person (as defined in Section 275(2) of the SFA) pursuant to Section 275(1) of the SFA, or any person pursuant to Section 275(1A) of the SFA, and in accordance with the conditions specified in Section 275 of the SFA and (where applicable) Regulation 3 of the Securities and Futures (Classes of Investors) Regulations 2018; or
- (iii) otherwise pursuant to, and in accordance with the conditions of, any other applicable provision of the SFA.

Where the Covered Bonds are subscribed or purchased under Section 275 of the SFA by a relevant person which is:

- (a) a corporation (which is not an accredited investor (as defined in the SFA)) the sole business of which is to hold investments and the entire share capital of which is owned by one or more individuals, each of whom is an accredited investor; or
- (b) a trust (where the trustee is not an accredited investor) whose sole purpose is to hold investments and each beneficiary of the trust is an individual who is an accredited investor,

the securities or securities-based derivatives contracts (each as defined in Section 2(1) of the SFA) of that corporation or the beneficiaries' rights and interest (howsoever described) in that trust shall not be transferred within six months after that corporation or that trust has acquired the Covered Bonds pursuant to an offer made under Section 275 of the SFA except:

- (1) to an institutional investor or to a relevant person, or to any person arising from an offer referred to in Section 275(1A) or Section 276(4)(c)(ii) of the SFA; or
- (2) where no consideration is or will be given for the transfer; or
- (3) where the transfer is by operation of law; or
- (4) as specified in Section 276(7) of the SFA; or
- (5) as specified in Regulation 37A of the Securities and Futures (Offers of Investments) (Securities and Securities-based Derivatives Contracts) Regulations 2018.

Any reference to the SFA is a reference to the Securities and Futures Act 2001 of Singapore and a reference to any term as defined in the SFA or any provision in the SFA is a reference to that term or provision as modified or amended from time to time including by such of its subsidiary legislation as may be applicable at the relevant time.

Australia

No prospectus or other disclosure document (as defined in the Corporations Act 2001 of Australia (the "**Corporations Act**")) in relation to the Programme or any Covered Bonds has been, or will be, lodged with the Australian Securities and Investments Commission ("**ASIC**"). Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that it:

- (a) has not made or invited, and will not make or invite, an offer of the Covered Bonds for issue or sale in Australia (including an offer or invitation which is received by a person in Australia); and

- (b) has not distributed or published, and will not distribute or publish, this Offering Circular or any other offering material or advertisement relating to any Covered Bonds in Australia,

unless:

- (i) the aggregate consideration payable by each offeree is at least AUD 500,000 (or its equivalent in an alternate currency, in either case, disregarding moneys lent by the offeror or its associates) or the offer or invitation otherwise does not require disclosure to investors under Parts 6D.2 or 7.9 of the Corporations Act;
- (ii) the offer does not constitute an offer to a “retail client” as defined for the purposes of section 761G of the Corporations Act;
- (iii) such action complies with all applicable laws and regulations in Australia; and
- (iv) such action does not require any document to be lodged with ASIC.

Indonesia

Each Dealer has acknowledged that the Covered Bonds do not constitute and shall not be deemed a public offering within the meaning of Law No. 8 Year 1995 regarding the Capital Markets (10 November 1995) and its implementing regulations. Each Dealer has represented and agreed that, in any offering of Covered Bonds, the Dealers in aggregate will not, directly or indirectly, expressly or implicitly:

- (i) deliver this Offering Circular or offer Covered Bonds to more than 100, or sell Covered Bonds to more than 50, persons in Indonesia and/or citizens of Indonesia (wherever they are domiciled or located); or
- (ii) offer Covered Bonds by way of any mass media, including any newspaper, magazine, film, television, radio or other electronic media or any letter, brochure or other printed matter, distributed to more than 100 persons in Indonesia and/or citizens of Indonesia (wherever they are domiciled or located).

Taiwan

Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that the Covered Bonds may be made available outside Taiwan for purchase outside Taiwan by investors resident or domiciled in Taiwan but are not permitted to be offered or sold in Taiwan. Each Dealer has represented and agreed, and each further Dealer appointed under the Programme will be required to represent and agree, that no person or entity in Taiwan has been authorised to offer or sell the Covered Bonds in Taiwan.

Canada

The Covered Bonds may be sold only to purchasers purchasing, or deemed to be purchasing, as principal that are accredited investors, as defined in National Instrument 45-106 *Prospectus Exemptions* or subsection 73.3(1) of the *Securities Act* (Ontario), and are permitted clients, as defined in National Instrument 31-103 *Registration Requirements, Exemptions and Ongoing Registrant Obligations*. Any resale of the Covered Bonds must be made in accordance with an exemption from, or in a transaction not subject to, the prospectus requirements of applicable securities laws.

Securities legislation in certain provinces or territories of Canada may provide a purchaser with remedies for rescission or damages if the Offering Circular (including any amendment or supplement thereto) contains a misrepresentation, *provided that* the remedies for rescission or damages are exercised by the purchaser within the time limit prescribed by the securities legislation of the purchaser’s province or

territory. The purchaser should refer to any applicable provisions of the securities legislation of the purchaser's province or territory for particulars of these rights or consult with a legal adviser.

General

These selling restrictions may be supplemented or modified by the agreement of the Issuer and any Dealers, following a change in a relevant law, regulation or directive. Any such modification will be set out in the Pricing Supplement issued in respect of the issue of Covered Bonds to which it relates or in a supplement to this Offering Circular.

No representation is made that any action has been or will be taken in any jurisdiction that would permit a public offering of any of the Covered Bonds, or possession or distribution of the Offering Circular or any other offering material or any supplemental Offering Circular or Pricing Supplement, in any country or jurisdiction where action for that purpose is required.

Each Dealer has agreed that it will, to the best of its knowledge and belief, comply with all relevant securities laws, regulations and directives in each jurisdiction in which it purchases, offers, sells or delivers Covered Bonds or has in its possession or distributes this Offering Circular, any other offering material or any Pricing Supplement and neither the Issuer nor any other Dealer shall have responsibility therefor.

None of the Issuer nor any of the Dealers represents that Covered Bonds may at any time lawfully be sold in compliance with any applicable registration or other requirements in any jurisdiction, or pursuant to any exemption available thereunder, or assumes any responsibility for facilitating any such sale.

If a jurisdiction requires that the offering be made by a licensed broker or dealer and any Dealer (as described in the Offering Circular) or any affiliate of a Dealer is a licensed broker or dealer in that jurisdiction, the offering shall be deemed to be made by such Dealer or such affiliate on behalf of the Issuers in such jurisdiction.

FORM OF PRICING SUPPLEMENT

Pricing Supplement dated [●]

DBS BANK LTD.

[(acting through its [registered office in Singapore/[●] branch])]

Issue of [Aggregate Nominal Amount of Tranche] [Title of Covered Bonds] under the USD 10,000,000,000 Global Covered Bond Programme

This document constitutes the Pricing Supplement relating to the issue of Covered Bonds described herein.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions set forth in the Offering Circular dated on or about 9 March 2022 [and the supplemental [Offering Circular] dated [●]]. This Pricing Supplement contains the final terms of the Covered Bonds and must be read in conjunction with such Offering Circular [as so supplemented]. [This Pricing Supplement, together with the information set out in Schedule [●] to this Pricing Supplement, supplements the Offering Circular and supersedes the information in the Offering Circular to the extent inconsistent with the information included therein.]

[The Covered Bonds have not been registered under the Securities Act, or under the securities laws of any state or other jurisdiction of the United States. The Covered Bonds may not be offered, sold, pledged or otherwise transferred within the United States to, or for the account or benefit of, any U.S. person (as defined in Regulation S) unless the offer or sale would qualify for a registration exemption from, or would not be subject to the registration requirements of the Securities Act and applicable U.S. state securities laws. Accordingly, the Covered Bonds are being offered and sold only [(1) to qualified institutional buyers (as defined in Rule 144A under the Securities Act) and (2)] outside the United States to non-U.S. persons as defined in, and in compliance with, Regulation S. See “*Subscription and Sale*” and “*Transfer Restrictions*” in the Offering Circular for information about eligible offerees and transfer restrictions.]

[The following language applies if any tranche of the Covered Bonds is intended to be “qualifying debt securities” (as defined in the Income Tax Act 1947 of Singapore):

Where interest, discount income, prepayment fee, redemption premium or break cost is derived from any of the Covered Bonds by any person who is not resident in Singapore and who carries on any operations in Singapore through a permanent establishment in Singapore, the tax exemption available for qualifying debt securities (subject to certain conditions) under the Income Tax Act 1947 of Singapore (the “**Income Tax Act**”), shall not apply if such person acquires such Covered Bonds using the funds and profits of such person’s operations through a permanent establishment in Singapore. Any person whose interest, discount income, prepayment fee, redemption premium or break cost derived from the Covered Bonds is not exempt from tax (including for the reasons described above) shall include such income in a return of income made under the Income Tax Act.]

[The following alternative language applies if the first tranche of an issue which is being increased was issued under Offering Circular with an earlier date.

Terms used herein shall be deemed to be defined as such for the purposes of the Conditions (the “**Conditions**”) set forth in the Offering Circular dated on or about [●]. This Pricing Supplement contains the final terms of the Covered Bonds and must be read in conjunction with the Offering Circular dated on or about [●] [and the supplemental Offering Circular dated [●], save in respect of the Conditions which are extracted from the Offering Circular dated on or about [●] and are attached hereto.]

[Include whichever of the following apply or specify as “Not Applicable” (N/A). Note that the numbering should remain as set out below, even if “Not Applicable” is indicated for individual paragraphs or sub-paragraphs. Note directions for completing the Pricing Supplement.]

MIFID II PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is eligible counterparties and professional clients only, each as defined in Directive 2014/65/EU (as amended, “**MiFID II**”); and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to MiFID II is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.

UK MiFIR PRODUCT GOVERNANCE / PROFESSIONAL INVESTORS AND ECPS ONLY TARGET MARKET – Solely for the purposes of [the/each] manufacturer’s product approval process, the target market assessment in respect of the Covered Bonds has led to the conclusion that: (i) the target market for the Covered Bonds is only eligible counterparties, as defined in the FCA Handbook Conduct of Business Sourcebook (“**COBS**”), and professional clients, as defined in the UK MiFIR; and (ii) all channels for distribution of the Covered Bonds to eligible counterparties and professional clients are appropriate. Any person subsequently offering, selling or recommending the Covered Bonds (a “**distributor**”) should take into consideration the manufacturer[’s/s’] target market assessment; however, a distributor subject to the FCA Handbook Product Intervention and Product Governance Sourcebook (the “**UK MiFIR Product Governance Rules**”) is responsible for undertaking its own target market assessment in respect of the Covered Bonds (by either adopting or refining the manufacturer[’s/s’] target market assessment) and determining appropriate distribution channels.

PRIPs REGULATION - PROHIBITION OF SALES TO EEA RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the European Economic Area (“**EEA**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client as defined in point (11) of Article 4(1) of Directive 2014/65/EU (as amended, “**MiFID II**”); or (ii) a customer within the meaning of Directive (EU) 2016/97 (the “**Insurance Distribution Directive**”), where that customer would not qualify as a professional client as defined in point (10) of Article 4(1) of MiFID II. Consequently, no key information document required by Regulation (EU) No 1286/2014 (as amended, the “**PRIPs Regulation**”) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the EEA has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the EEA may be unlawful under the PRIPs Regulation.

PROHIBITION OF SALES TO UK RETAIL INVESTORS – The Covered Bonds are not intended to be offered, sold or otherwise made available to and should not be offered, sold or otherwise made available to any retail investor in the United Kingdom (“**UK**”). For these purposes, a retail investor means a person who is one (or more) of: (i) a retail client, as defined in point (8) of Article 2 of Regulation (EU) No 2017/565 as it forms part of domestic law by virtue of the European Union (Withdrawal) Act 2018 (“**EUWA**”); or (ii) a customer within the meaning of the provisions of the Financial Services and Markets Act 2000 (the “**FSMA**”) and any rules or regulations made under the FSMA to implement IDD, where that customer would not qualify as a professional client, as defined in point (8) of Article 2(1) of Regulation (EU) No 600/2014 as it forms part of domestic law by virtue of the EUWA. Consequently no key information document required by the PRIPs Regulation as it forms part of domestic law by virtue of the EUWA (the “**UK PRIPs Regulation**”) for offering or selling the Covered Bonds or otherwise making them available to retail investors in the UK has been prepared and therefore offering or selling the Covered Bonds or otherwise making them available to any retail investor in the UK may be unlawful under the UK PRIPs Regulation.

SECTION 309B(1)(C) OF THE SECURITIES AND FUTURES ACT 2001 OF SINGAPORE

NOTIFICATION: The Covered Bonds are “capital markets products other than prescribed capital markets products” (as defined in the Securities and Futures (Capital Markets Products) Regulations 2018) and Specified Investment Products (as defined in MAS Notice SFA 04-N12: Notice on the Sale of Investment Products and MAS Notice FAA-N16: Notice on Recommendations on Investment Products).

1	Issuer:	[DBS Bank Ltd. [(acting through its registered office in Singapore/[●] branch)]
2	Covered Bond Guarantor:	Bayfront Covered Bonds Pte. Ltd.
3	(i) Series Number:	[●]
	(ii) Tranche Number:	[●]
	(If fungible with an existing Series, details of that Series, including the date on which the Covered Bonds become fungible)	
4	Specified Currency or Currencies:	[●]
5	Aggregate Nominal Amount:	[●]
	(i) Series:	[●]
	(ii) Tranche:	[●]
6	(i) Issue Price:	[●]% of the Aggregate Nominal Amount [plus accrued interest from <i>[insert date]</i> (in the case of fungible issues only, if applicable)]
	(ii) [Estimated Net Proceeds:	[●] (Required only for 144A issues)]
7	(i) Specified Denominations:	<i>If the Specified Denomination is expressed to be EUR 100,000 or its equivalent and multiples of a lower nominal amount (for example EUR 1,000), insert the following: “EUR 100,000 and integral multiples of [EUR 1,000] in excess thereof up to and including [EUR 199,000]. No Covered Bonds in definitive form will be issued with a denomination above [EUR 199,000]”</i> <i>Covered Bonds (including Covered Bonds denominated in pound sterling) in respect of which the issue proceeds are to be accepted by the issuer in the UK or whose issue otherwise constitutes a contravention of Section 19 of the FSMA and which have a maturity of less than one year must have a minimum redemption value of GBP 100,000 (or its equivalent in other currencies)</i>
	(ii) Calculation Amount:	[●]
	(iii) Trade Date:	[●]
	(iv) Issue Date:	[●]
8	Interest Commencement Date	[Specify/Issue Date/Not Applicable]

- 9 (i) Maturity Date: *[specify date or (for Floating Rate Covered Bonds) Interest Payment Date falling in or nearest to the relevant month and year/None]*
- (ii) Extended Due for Payment Date of Guaranteed Amounts corresponding to the Final Redemption Amount under the Covered Bond Guarantee: *[specify date or (for Floating Rate Covered Bonds) Interest Payment Date falling on or nearest to the relevant month and year, in each case falling [one year] after the Maturity Date/None]*
- [In accordance with the Conditions and this Pricing Supplement, if the Issuer fails to pay the Final Redemption Amount of the relevant Series of Covered Bonds on the Maturity Date (subject to applicable grace periods) and if the Guaranteed Amounts equal to the Final Redemption Amount of the relevant Series of Covered Bonds are not paid in full by the date falling two Business Days after the expiry of 14 days starting on (and including) the Maturity Date (the "Extension Determination Date"), then payment of the unpaid amount pursuant to the Covered Bond Guarantee shall be automatically deferred (without a Covered Bond Guarantor Event of Default occurring as a result of such non-payment) and shall be due and payable on the Extended Due for Payment Date (subject to any applicable grace periods), all in accordance with the Conditions]*
- 10 Interest Basis: *[●]% Fixed Rate [from [●] to [●]]*
- [(i) Period from [and][but] [including][excluding]] the Issue Date up to [and][but] [including][excluding] the Maturity Date [if an Extended Due for Payment Date is applicable]* *[specify reference rate] +/- [●]% Floating Rate [from [●] to [●]]*
- [(ii) Period from [and][but] [including][excluding] the Maturity Date up to [and][but] [including] [excluding] the Extended Due for Payment Date [if an Extended Due for Payment Date is applicable]* *[Zero Coupon]*
- [Other (specify)]* *(further particulars specified below)*
- [●]% Fixed Rate [from [●] to [●]]* *[specify reference rate] +/- [●]% Floating Rate [from [●] to [●]]*
- [Zero Coupon]* *[Other (specify)]* *(further particulars specified below)*
- 11 Redemption/Payment Basis: *[Redemption at par] [Partly-paid] [Instalment] [Other (specify)]*
- 12 Change of Interest or Redemption: *[Specify details of any Payment Basis: provision for convertibility of Covered Bonds into another interest or redemption/payment basis]*

[Add relevant fields per paragraphs 10, 11, 12, 18 and/or 19, as applicable, if an Extended Due for Payment Date is applicable]

- 13 Put/Call Options: [Issuer Call]
[(further particulars specified below)]
- 14 (i) Status of the Covered Bonds: The Covered Bonds will constitute direct, unsecured and unsubordinated obligations of the Issuer
- (ii) Status of the Covered Bond Guarantee: The Covered Bond Guarantee is secured and unsubordinated
- 15 Listing: [SGX-ST/(specify)/None]
- 16 Method of Distribution: [Syndicated/Non-syndicated]

PROVISIONS RELATING TO INTEREST (IF ANY) PAYABLE

- 17 Fixed Rate Covered Bond Provisions: [Applicable/Not Applicable/Applicable from and including the [Issue Date/Interest Payment Date falling on [●] to but excluding the [Interest Payment Date falling on [●]/Maturity Date] (If not applicable, delete the remaining sub-paragraphs of this paragraph)
- (i) Rate[(s)] of Interest: [●]% per annum [payable [annually/semi-annually/quarterly/monthly] in arrear]
(N.B. If an Extended Due for Payment Date is specified, interest following the Maturity Date will continue to accrue and be payable on any unpaid amount at a Rate of Interest determined in accordance with Condition 4)
- (ii) Interest Period: [Each period from and including the [Issue Date]/[Interest Payment Date falling on [●]] to (but excluding) the [subsequent Interest Payment Date falling on [●]/[Maturity Date]], except that the first Interest Period will commence on (and include) the [Issue Date]/[the Interest Payment Date falling on [●]] and the final Interest Period shall end (but exclude) the [Interest Payment Date falling on [●]/[Maturity Date].]
- (iii) Interest Payment Date(s): [●] in each year [commencing on the [Issue Date/Interest Payment Date falling on [●] and ending on the [Interest Payment Date falling on [●]/Maturity Date, or the Extended Due for Payment Date, if applicable]] [adjusted in accordance with [specify Business Day Convention and any applicable Financial Centre(s) for the definition of "Business Day"]/not adjusted]. [(provided however that after the Extension Determination Date, the Interest Payment Date shall be monthly)]

	(iv) Business Day Convention:	[Not Applicable/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (give details)/not adjusted]
	(v) Fixed Coupon Amount[(s)]:	[●] per Calculation Amount <i>(For Renminbi or Hong Kong dollar denominated Fixed Rate Covered Bonds where the Interest Payment Dates are subject to modification, the following alternative wording is appropriate: "Each Fixed Coupon Amount shall be calculated by multiplying the product of the Rate of Interest and the Calculation Amount by the Day Count Fraction and rounding the resultant figure, in the case of Renminbi denominated Fixed Rate Covered Bonds, to the nearest CNY 0.01, CNY 0.005 being rounded upwards or, in the case of Hong Kong dollar denominated Fixed Rate Covered Bonds, to the nearest HKD 0.01, HKD 0.005 being rounded upwards")</i>
	(vi) Broken Amount(s):	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i> [[●]] per Calculation Amount, payable on the Interest Payment Date falling [in/on] [●]
	(vii) Day Count Fraction:	[30/360/Actual/Actual (ICMA/ISDA)/other]
	(viii) Determination Dates:	[Applicable/Not Applicable] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph.)</i> [[●]] in each year <i>(insert regular interest payment dates, ignoring issue date or maturity date in the case of a long or short first or last coupon. N.B. only relevant where Day Count Fraction is Actual/Actual (ICMA))</i>
	(ix) Other terms relating to the method of calculating interest for Fixed Rate Covered Bonds:	[Not Applicable/give details]
18	Floating Rate Covered Bond Provisions:	[Applicable/Not Applicable/Applicable from and including the [Issue Date/Interest Payment Date falling on or nearest to [●] to but excluding the [Interest Payment Date falling on or nearest to [●]/Maturity Date] <i>(If not applicable, delete the remaining sub-paragraphs of this paragraph)</i>
	(i) Interest Period(s):	[Each period from and including the [Issue Date]/[Interest Payment Date falling on [●]] to (but excluding) the [subsequent Interest Payment Date falling on or nearest to [●]/[Maturity Date]], except that the first Interest

- Period will commence on (and include) the [Issue Date]/[the Interest Payment Date falling on [●]] and the final Interest Period shall end (but exclude) the [Interest Payment Date falling on or nearest to [●]]/[Maturity Date]]
- (ii) Interest Payment Date(s): [●] in each [month]/[year] [commencing on the [Issue Date/Interest Payment Date falling on [●]] and ending on the [Interest Payment Date falling on [●]/Maturity Date]] [adjusted in accordance with [specify Business Day Convention and any applicable Financial Centre(s) for the definition of "Business Day"]/not adjusted]
- (iii) Interest Period End Date (if not the Interest Payment Date): [●] (*Not applicable unless different from Interest Payment Date, and will be applicable in the case of SORA Payment Delay or SOFR Payment Delay*)
- (iv) Business Day Convention: [Floating Rate Convention/Following Business Day Convention/Modified Following Business Day Convention/Preceding Business Day Convention/other (*give details*)/not adjusted]
- (v) Manner in which the Rate(s) of Interest is/are to be determined: [Screen Rate Determination/ISDA Determination/other (*give details*)]
- (vi) Party responsible for calculating the Rate(s) of Interest and Interest Amount(s) (if not the [Calculation Agent]): [●]
- (vii) Screen Rate Determination:
- Reference Bank: [●]
 - Reference Rate: EURIBOR/HIBOR/SONIA Benchmark/SOFR Benchmark/SORA Benchmark/Other (*give details*)
 - Interest Determination Date(s): [●]
 - Relevant Screen Page: [●]
 - Party responsible for calculation of Rate of Interest: [●] (*Specify where this is not the Calculation Agent*)
 - SONIA: [Applicable/Not Applicable]
 - SONIA Benchmark: [Compounded Daily SONIA/SONIA Index Average]
 - SONIA Observation Method: [Not Applicable/SONIA Observation Lag/SONIA Observation Shift]
 - SONIA Observation Period: [●] London Business Days]

- (Only applicable in the case of SONIA Observation Lag)
- SONIA Compounded Index_{START}: [Not Applicable/[●] London Business Day(s)]
(Only applicable in the case of SONIA Index Average)
 - SONIA Compounded Index_{End}: [Not Applicable/[●] London Business Day(s)]
(Only applicable in the case of SONIA Index Average)
- SOFR:
- SOFR Benchmark: [Applicable/Not Applicable]
 - SOFR Benchmark: [Compounded Daily SOFR/SOFR Index Average]
 - Calculation method for Compounded Daily SOFR: [Not Applicable/SOFR Observation Lag/SOFR Observation Shift/SOFR Payment Delay] (Only applicable where the Reference Rate is Compounded Daily SOFR)
 - Lookback Days: [Not Applicable/[●] U.S. Government Securities Business Day(s)]
(Only applicable where the Reference Rate is Compounded Daily SOFR)
 - SOFR Rate Cut-Off Date: [Not Applicable/The day that is the [[●]] U.S. Government Securities Business Day prior to the Interest Payment Date in relation to the relevant Interest Accrual Period]
(Only applicable in the case of SOFR Payment Delay)
 - SOFR Index_{Start}: [Not Applicable/[●] U.S. Government Securities Business Day(s)]
(Only applicable in the case of SOFR Index Average)
 - SOFR Index_{End}: [Not Applicable/[●] U.S. Government Securities Business Day(s)]
(Only applicable in the case of SOFR Index Average)
- SORA:
- SORA Benchmark: [Applicable/Not Applicable]
 - SORA Benchmark: [Compounded Daily SORA/SORA Index Average]
 - Calculation method for Compounded Daily SORA: [Not Applicable/SORA Lookback/SORA Backward Shifted Observation Period/SORA Payment Delay]
(Only applicable where the Reference Rate is Compounded Daily SORA)

- SORA [Observation Period]/[Interest Payment Delay]: [Not Applicable/[●] Singapore Business Day(s)]
(Only applicable where the Reference Rate is Compounded Daily SORA)
 - SORA Rate Cut-Off Date: [Not Applicable/The day that is [●] Singapore Business Day(s) prior to the Interest Payment Date in relation to the relevant Interest Accrual Period] (Only applicable in the case of SORA Payment Delay)]
 - SORA Index_{Start}: [Not Applicable/[●] Singapore Business Day(s)]
(Only applicable in the case of SORA Index Average)
 - SORA Index_{End}: [Not Applicable/[●] Singapore Business Day(s)]
(Only applicable in the case of SORA Index Average)
- (viii) ISDA Determination:
- Floating Rate Option: [●]
 - Designated Maturity: [●]
 - Reset Date: [●]
- (ix) Margin(s): [+/-][●]% per annum
- (x) Minimum Rate of Interest: [●]% per annum
- (xi) Maximum Rate of Interest: [●]% per annum
- (xii) Day Count Fraction: [●]
- (xiii) Rounding provisions, denominator and any other terms relating to the method of calculating interest on Floating Rate Covered Bonds, if different from those set out in the Conditions: [●]
- (xiv) Fallback provisions [Benchmark Discontinuation (General) (Condition 4(j)(i))/Benchmark Discontinuation (SOFR) (Condition 4(j)(ii))/Benchmark Discontinuation (SORA) (Condition 4(j)(v))/*specify other if different from those set out in the Conditions*]
- 19 Zero Coupon Covered Bond Provisions: [Applicable/Not Applicable] (*If not applicable, delete the remaining sub-paragraphs of this paragraph*)
- (i) Amortisation Yield: [●]% per annum
 - (ii) Any other formula/basis of determining amount payable: [●]

PROVISIONS RELATING TO REDEMPTION

- 20 Call Option: [Applicable/Not Applicable]
(*If not applicable, delete the remaining sub-paragraphs of this paragraph*)

- (i) Optional Redemption Date(s): [●]
 - (ii) Optional Redemption Amount(s) of each Covered Bond and specified denomination method, if any, of calculation of such amount(s): [●] per Calculation Amount
 - (iii) If redeemable in part:
 - Minimum Redemption Amount: [●] per Calculation Amount
 - Maximum Redemption Amount: [●] per Calculation Amount
 - (iv) Notice period: [●]
- 21 Final Redemption Amount of each Covered Bond: [●] per Calculation Amount
- 22 Early Redemption Amount [●]
 Early Redemption Amount(s) per Calculation Amount payable on redemption for taxation reasons or on event of default and/or the method of calculating the same (if required or if different from that set out in the Conditions):

GENERAL PROVISIONS APPLICABLE TO THE COVERED BONDS

23 Form of Covered Bonds: **Bearer Covered Bonds:**
 [Temporary Global Covered Bond exchangeable for a Permanent Global Covered Bond which is exchangeable for Definitive Covered Bonds in the limited circumstances specified in the Permanent Global Covered Bond] [Temporary Global Covered Bond exchangeable for Definitive Covered Bonds on [●] days' notice] [Permanent Global Covered Bond exchangeable for Definitive Covered Bonds in the limited circumstances specified in the Permanent Global Covered Bond] *(N.B. The exchange upon notice/at any time options should not be expressed to be applicable if the Specified Denomination of the Covered Bonds in paragraph 7 includes language substantially to the following effect: "EUR 100,000 and integral multiples of EUR 1,000 in excess thereof up to and including EUR 199,000." Furthermore, such Specified Denomination construction is not permitted in relation to any issue of Covered Bonds which is to be represented on issue by a Temporary Global Covered Bond exchangeable for Definitive Covered Bonds.)*

Registered Covered Bonds:

		[Regulation S Global Covered Bond (USD/EUR[[●]] nominal amount) registered in the name of a nominee for [DTC/a common depository for Euroclear and Clearstream]] [Rule 144A Global Covered Bond (USD[[●]] nominal amount) registered in the name of a nominee for DTC/a common depository for Euroclear and Clearstream]
24	Financial Centre(s) or other special provisions relating to Payment Dates:	Not Applicable/ <i>give details</i> . <i>Note that this paragraph relates to the date and place of payment (insert New York City for U.S. dollar denominated Covered Bonds to be held through DTC and for non-U.S. dollar denominated Covered Bonds where exchange into U.S. dollars is contemplated for DTC participants holding through Euroclear and Clearstream)</i>
25	Talons for future Coupons or Receipts to be attached to Definitive Covered Bonds (and dates on which such Talons mature):	[Applicable/Not Applicable. <i>If Applicable, give details</i>]
26	Details relating to Partly-paid Covered Bonds: amount of each payment comprising the Issue Price and date on which each payment is to be made and consequences (if any) of failure to pay, including any right of the Issuer to forfeit the Covered Bonds and interest due on late payment:	[Not Applicable/ <i>give details</i>]
27	Details relating to Instalment Covered Bonds: amount of each instalment (" Instalment Amount "), date on which each payment is to be made (" Instalment Date "):	[Not Applicable/ <i>give details</i>]
28	Other terms or special conditions:	[Not Applicable/ <i>give details</i>]
DISTRIBUTION		
29	(i) If syndicated, names of Managers:	[Not Applicable/ <i>give names</i>] [The Issuer or any of its broker-dealers or other affiliates may engage in market-making transactions involving the Covered Bonds after their initial sale as permitted by applicable law, but none of the Issuer, any of its broker-dealer or its affiliates is obligated to do so or to make a market for the Covered Bonds]
	(ii) Stabilisation Coordinator (if any):	[Not Applicable/ <i>give name</i>]

- 30 If non-syndicated, name of Dealer: [Not Applicable/*give name*]
 [The Issuer or any of its broker-dealers or other affiliates may engage in market-making transactions involving the Covered Bonds after their initial sale as permitted by applicable law, but none of the Issuer, any of its broker-dealer or its affiliates is obligated to do so or to make a market for the Covered Bonds]
- 31 Whether TEFRA D or TEFRA C was applicable or TEFRA rules not applicable: [TEFRA D/TEFRA C/TEFRA Not Applicable]
(TEFRA not applicable for Bearer Covered Bonds with a maturity of one year or less or Registered Covered Bonds)
(Where TEFRA D is applicable, a Bearer Covered Bond must be issued in the form of a temporary Global Covered Bond exchangeable upon a U.S. tax certification for a Permanent Global Covered Bond or a Definitive Covered Bond)
- 32 Additional Selling Restrictions: [Not Applicable/*give details*]

OPERATIONAL INFORMATION

- 33 ISIN Code: [•]
- 34 Common Code: [•]
- 35 CUSIP: [•]
- 36 Legal Entity Identifier (LEI): [ATUEL7OJR5057F2PV266 *(in the case of DBS Bank Ltd., acting through its registered office in Singapore)*][•]
- 37 Any clearing system(s) other than Euroclear Bank SA/N.V. and Clearstream Banking S.A. and/or DTC and the relevant identification number(s): [Not Applicable/*give name(s) and number(s)*]
- 38 Delivery: Delivery [against/free of] payment
- 39 Additional Paying Agent(s) (if any): [•]

GENERAL

- 40 Applicable Governing Document: [Amended and Restated Trust Deed dated 9 March 2022]
- 41 Governing Law: [English law save that defined terms incorporated by reference from the Amended and Restated Master Definitions Agreement dated 9 March 2022 shall be governed by and construed in accordance with Singapore law]

[It is expected that delivery of Covered Bonds will be made against payment therefor on the Issue Date, which will be more than three business days following the date of pricing. Under Rule 15c6-1 of the U.S. Securities and Exchange Commission under the Exchange Act, trades in the United States secondary market generally are required to settle within two business days (T+2), unless the parties to any such trade expressly agree otherwise. Accordingly, purchasers who wish to trade Covered Bonds in the United States on the date of pricing or the next succeeding business days until the relevant Issue Date will be required, by virtue of the fact that the Covered Bonds initially will settle beyond T+2, to specify an alternate settlement cycle at the time of any such trade to prevent a failed settlement. Settlement procedures in other countries will vary. Purchasers of Covered Bonds may be affected by such local settlement practices and purchasers of Covered Bonds who wish to trade Covered Bonds between the date of pricing and the Issue Date should consult their own adviser.]

[PURPOSE OF THE PRICING SUPPLEMENT

This Pricing Supplement comprises the final terms required for issue *[[if listed]*, and admission to trading on the Singapore Exchange Securities Trading Limited] of the Covered Bonds described herein pursuant to the USD 10,000,000,000 Global Covered Bond Programme of DBS Bank Ltd.]

RESPONSIBILITY

The Issuer accepts responsibility for the information contained in this Pricing Supplement.

Signed on behalf of DBS Bank Ltd (acting through
its [registered office in Singapore/[●] branch]):

By:

.....

Duly authorised

[SCHEDULE TO THE PRICING SUPPLEMENT]

Statistical Information Relating to the Portfolio

[The statistical and other information contained in this section has been compiled by reference to the Loans comprised in the Portfolio as at [●] (the “Cut-off Date”). Except as otherwise indicated, these tables have been prepared using the True Balance as at the Cut-off Date and may no longer be a true reflection of the Loans comprised in the Portfolio. The following information does [not] include any Loans sold into the Portfolio since the Cut-off Date, including any sale in connection with this Series [●] issuance and it does not reflect any redemption or sales out of the Portfolio since the Cut-off Date.]

The characteristics of the Loans comprised in the Portfolio as at the relevant Issue Date are not expected to differ materially from the characteristics of the Loans comprised in the Portfolio as at the Cut-off Date; however, it should be noted that Loans may be removed from the Portfolio in the event that any such Loans do not comply with the terms of the Mortgage Sale Agreement or Declaration of Assets Trust on the relevant Closing Date. The Seller may also choose, in certain circumstances, to repurchase any of the Non-CPF Loans in accordance with the terms of the Mortgage Sale Agreement or accept surrender of Trust Assets relating to any of the CPF Loans in accordance with the terms of the Declaration of Assets Trust. Additionally, New Loans may be sold into the Portfolio from time to time. Any such sales will be made in accordance with the Mortgage Sale Agreement or Declaration of Assets Trust and subject to compliance with the Eligibility Criteria and the Representations and Warranties. This information is provided for information purposes only.

The tables below show details of the Loans included in the Portfolio, and stratify the Portfolio by reference to a Loan. Columns stating percentage amounts may not add up to 100% due to rounding.]

TRANSFER RESTRICTIONS

Restricted Covered Bonds

Each purchaser of Restricted Covered Bonds within the United States pursuant to Rule 144A, by accepting delivery of this Offering Circular, will be deemed to have represented, agreed and acknowledged that:

- (i) it is:
 - (a) a QIB;
 - (b) acquiring such Restricted Covered Bonds for its own account or for the account of a QIB; and
 - (c) aware, and each beneficial owner of such Restricted Covered Bonds has been advised, that the sale of such Restricted Covered Bonds to it may be being made in reliance on Rule 144A;
- (ii) it understands that the Restricted Covered Bonds and the Covered Bond Guarantee have not been and will not be registered under the Securities Act and any other applicable U.S. state securities laws and:
 - (a) may not be offered, sold, pledged or otherwise transferred except:
 - (A) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or for the account of a QIB;
 - (B) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S; or
 - (C) pursuant to an exemption from registration under the Securities Act provided by Rule 144 thereunder (if available), in each case in accordance with any applicable securities laws of any State of the United States;
 - (b) the purchaser will, and each subsequent purchaser is required to, notify any subsequent purchaser of such Restricted Covered Bonds from it of the resale restrictions referred to in (a) above; and
 - (c) no representation can be made as to the availability of the exemption provided by Rule 144 under the Securities Act for resale of the Restricted Covered Bonds. If it is a person other than a person outside the United States, it agrees that if it should resell or otherwise transfer the Restricted Covered Bonds, it will do so only:
 - (A) to the Issuer or any of its respective affiliates;
 - (B) inside the United States to a QIB in compliance with Rule 144A;
 - (C) outside the United States in compliance with Rules 903 or 904 under the Securities Act;
 - (D) pursuant to the exemption from registration provided by Rule 144 under the Securities Act (if available); or
 - (E) pursuant to an effective registration statement under the Securities Act;
- (iii) it understands that such Restricted Covered Bonds, unless the Issuer determines otherwise in compliance with applicable law, will bear a legend to the following effect:

THIS COVERED BOND AND THE COVERED BOND GUARANTEE REPRESENTED BY THIS CERTIFICATE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S.

SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”) OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES OR TO, OR FOR THE ACCOUNT OR BENEFIT OF, U.S. PERSONS EXCEPT (1) IN ACCORDANCE WITH RULE 144A UNDER THE SECURITIES ACT (“**RULE 144A**”) TO A PERSON THAT THE HOLDER AND ANY PERSON ACTING ON ITS BEHALF REASONABLY BELIEVE IS A QUALIFIED INSTITUTIONAL BUYER WITHIN THE MEANING OF RULE 144A PURCHASING FOR ITS OWN ACCOUNT OR FOR THE ACCOUNT OF A QUALIFIED INSTITUTIONAL BUYER, (2) IN AN OFFSHORE TRANSACTION IN ACCORDANCE WITH RULE 903 OR RULE 904 OF REGULATION S UNDER THE SECURITIES ACT OR (3) PURSUANT TO AN EXEMPTION FROM REGISTRATION PROVIDED BY RULE 144 THEREUNDER (IF AVAILABLE), IN EACH CASE IN ACCORDANCE WITH ANY APPLICABLE SECURITIES LAWS OF ANY STATE OF THE UNITED STATES. NO REPRESENTATION CAN BE MADE AS TO THE AVAILABILITY OF THE EXEMPTION PROVIDED BY RULE 144 UNDER THE SECURITIES ACT FOR REALES OF THIS COVERED BOND. PROSPECTIVE PURCHASERS ARE HEREBY NOTIFIED THAT THE SELLER OF THIS COVERED BOND AND COVERED BOND GUARANTEE MAY BE RELYING ON THE EXEMPTION FROM THE PROVISIONS OF SECTION 5 OF THE SECURITIES ACT PROVIDED BY RULE 144A;

- (iv) it understands that any Restricted Covered Bonds, unless the Issuer determines otherwise in compliance with applicable law or as otherwise provided in the applicable Pricing Supplement, will bear a legend to the following effect:

EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS COVERED BOND WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT, AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD IT HOLDS SUCH COVERED BOND (OR ANY INTEREST HEREIN), EITHER (X) IT IS NOT (1) AN EMPLOYEE BENEFIT PLAN OR OTHER PLAN, ACCOUNT OR ARRANGEMENT SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“**ERISA**”) OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “**CODE**”), INCLUDING ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED FOR PURPOSES OF ERISA OR SECTION 4975 OF THE CODE TO INCLUDE “PLAN ASSETS” BY REASON OF INVESTMENT BY ANY SUCH PLAN, ACCOUNT OR ARRANGEMENT IN THE ENTITY, OR (2) A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE OR LOCAL LAW, OR NON-U.S. LAW, THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“**SIMILAR LAW**”) OR (Y) ITS PURCHASE, HOLDING AND DISPOSITION OF THIS COVERED BOND (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A VIOLATION OF ANY APPLICABLE SIMILAR LAW). ANY PURPORTED TRANSFER OF THIS COVERED BOND (OR ANY INTEREST HEREIN) TO A PURCHASER OR TRANSFEREE THAT DOES NOT COMPLY WITH THE ABOVE REQUIREMENTS WILL BE OF NO FORCE AND EFFECT AND SHALL BE NULL AND VOID *AB INITIO*;

- (v) unless the Issuer determines otherwise in compliance with applicable law or as otherwise provided in the applicable Pricing Supplement, either:
- (a) it is not a Plan or a governmental, church, non-U.S. or other plan that is subject to any Similar Law; or
 - (b) its purchase, holding and disposition of a Covered Bond (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or

Section 4975 of the Code (or, in the case of a governmental, church, non-U.S. or other plan, a violation of any applicable Similar Law);

- (vi) any purported transfer of a Covered Bond (or any interest therein) to a purchaser or transferee that does not comply with the above requirements will be of no force and effect and shall be null and void *ab initio*;
- (vii) it understands that the Restricted Covered Bond offered in reliance on Rule 144A will be represented by a Restricted Global Certificate. Before any interest in the Restricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Unrestricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws; and
- (viii) it acknowledges that the Issuer, the Registrar, any Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements. If it is acquiring any Restricted Covered Bonds for the account of one or more QIBs, it represents that it has sole investment discretion with respect to each such account and that it has full power to make the foregoing acknowledgements, representations and agreements on behalf of each such account.

Prospective purchasers are hereby notified that sellers of the Covered Bonds may be relying on the exemption from the provisions of Section 5 of the Securities Act provided by Rule 144A.

Additional transfer restrictions may be set forth in the applicable Pricing Supplement with respect to a particular Tranche of a Registered Series.

Unrestricted Covered Bonds

Each purchaser of Unrestricted Covered Bonds outside the United States pursuant to Regulation S and each subsequent purchaser of such Unrestricted Covered Bonds in resales prior to the expiration of the distribution compliance period (as defined in Regulation S), by accepting delivery of this Offering Circular and the Unrestricted Covered Bonds, will be deemed to have represented, agreed and acknowledged that:

- (i) it is, or at the time the Unrestricted Covered Bonds are purchased will be, the beneficial owner of such Unrestricted Covered Bonds and:
 - (a) it is not a U.S. person and it is located outside the United States (within the meaning of Regulation S); and
 - (b) it is not an affiliate of the Issuer or a person acting on behalf of such an affiliate;
- (ii) it understands that such Unrestricted Covered Bonds have not been and will not be registered under the Securities Act and that, prior to the expiration of the distribution compliance period, it will not offer, sell, pledge or otherwise transfer such Unrestricted Covered Bonds except:
 - (a) in accordance with Rule 144A to a person that it and any person acting on its behalf reasonably believe is a QIB purchasing for its own account or the account of a QIB; or
 - (b) in an offshore transaction in accordance with Rule 903 or Rule 904 of Regulation S, in each case in accordance with any applicable securities laws of any State of the United States;
- (iii) it understands that the Unrestricted Covered Bonds, unless otherwise determined by the Issuer in accordance with applicable law, will bear a legend to the following effect:

THIS COVERED BOND AND THE COVERED BOND GUARANTEE HAVE NOT BEEN AND WILL NOT BE REGISTERED UNDER THE U.S. SECURITIES ACT OF 1933 (THE “**SECURITIES ACT**”)

OR WITH ANY SECURITIES REGULATORY AUTHORITY OF ANY STATE OR OTHER JURISDICTION OF THE UNITED STATES AND MAY NOT BE OFFERED, SOLD, PLEDGED OR OTHERWISE TRANSFERRED WITHIN THE UNITED STATES EXCEPT PURSUANT TO AN EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT;

- (iv) it understands that any Covered Bonds, unless the Issuer determines otherwise in compliance with applicable law or as otherwise provided in the applicable Pricing Supplement, will bear a legend to the following effect:

EACH PURCHASER AND SUBSEQUENT TRANSFEREE OF THIS COVERED BOND WILL BE DEEMED TO HAVE REPRESENTED AND WARRANTED THAT, AT THE TIME OF ITS ACQUISITION AND THROUGHOUT THE PERIOD IT HOLDS SUCH COVERED BOND (OR ANY INTEREST HEREIN), EITHER: (1) IT IS NOT (X) AN EMPLOYEE BENEFIT PLAN OR OTHER PLAN, ACCOUNT OR ARRANGEMENT SUBJECT TO TITLE I OF THE EMPLOYEE RETIREMENT INCOME SECURITY ACT OF 1974, AS AMENDED (“ERISA”), OR SECTION 4975 OF THE INTERNAL REVENUE CODE OF 1986, AS AMENDED (THE “CODE”), INCLUDING ANY ENTITY WHOSE UNDERLYING ASSETS ARE DEEMED FOR PURPOSES OF ERISA OR SECTION 4975 OF THE CODE TO INCLUDE “PLAN ASSETS” BY REASON OF INVESTMENT BY ANY SUCH PLAN, ACCOUNT OR ARRANGEMENT IN THE ENTITY, OR (Y) A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN THAT IS SUBJECT TO ANY U.S. FEDERAL, STATE OR LOCAL LAW, OR NON-U.S. LAW, THAT IS SUBSTANTIALLY SIMILAR TO THE PROVISIONS OF SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (“SIMILAR LAW”); OR (2) ITS PURCHASE, HOLDING AND DISPOSITION OF THIS COVERED BOND (OR ANY INTEREST HEREIN) WILL NOT CONSTITUTE OR RESULT IN A NON-EXEMPT PROHIBITED TRANSACTION UNDER SECTION 406 OF ERISA OR SECTION 4975 OF THE CODE (OR, IN THE CASE OF A GOVERNMENTAL, CHURCH, NON-U.S. OR OTHER PLAN, A VIOLATION OF ANY APPLICABLE SIMILAR LAW). ANY PURPORTED TRANSFER OF THIS COVERED BOND (OR ANY INTEREST HEREIN) TO A PURCHASER OR TRANSFEREE THAT DOES NOT COMPLY WITH THE ABOVE REQUIREMENTS WILL BE OF NO FORCE AND EFFECT AND SHALL BE NULL AND VOID *AB INITIO*;

- (v) unless the Issuer determines otherwise in compliance with applicable law or as otherwise provided in the applicable Pricing Supplement, either:
 - (a) it is not a Plan or a governmental, church, non-U.S. or other plan that is subject to any Similar Law; or
 - (b) its purchase, holding and disposition of a Covered Bond (or any interest therein) will not constitute or result in a non-exempt prohibited transaction under Section 406 of ERISA or Section 4975 of the Code (or, in the case of a governmental, church, non-U.S. or other plan, a violation of any applicable Similar Law);
- (vi) any purported transfer of a Covered Bond (or any interest therein) to a purchaser or transferee that does not comply with the above requirements will be of no force and effect and shall be null and void *ab initio*;
- (vii) it understands that the Unrestricted Covered Bonds offered in reliance on Regulation S may be represented by an Unrestricted Global Certificate. Prior to the expiration of the distribution compliance period, before any interest in the Unrestricted Global Certificate may be offered, sold, pledged or otherwise transferred to a person who takes delivery in the form of an interest in the Restricted Global Certificate, it will be required to provide a Transfer Agent with a written certification (in the form provided in the Agency Agreement) as to compliance with applicable securities laws; and

- (viii) the Issuer, the Registrar, the Dealers and their affiliates, and others will rely upon the truth and accuracy of the foregoing acknowledgements, representations and agreements.

Additional transfer restrictions may be set forth in the applicable Pricing Supplement with respect to a particular Tranche of a Registered Series.

LEGAL MATTERS

Legal matters in connection with the issue and sale of the Covered Bonds offered hereby will be passed upon for DBS Bank:

- (i) by Allen & Gledhill LLP, legal adviser to DBS Bank, with respect to certain matters of Singapore law;
- (ii) by Linklaters Singapore Pte. Ltd., legal advisers to DBS Bank, with respect to certain matters of English law and the federal laws of the United States; and
- (iii) by King & Wood Mallesons, legal adviser to DBS Bank, with respect to certain matters of Australian law.

The Sole Arranger is being represented by Clifford Chance LLP and Clifford Chance Pte. Ltd. as to certain matters of English law, the federal securities laws of the United States and Singapore law.

INDEPENDENT AUDITORS

The consolidated financial statements of the DBS Bank Group as at and for:

(i) the years ended 31 December 2020 and 2019 incorporated by reference in this Offering Circular;
and

(ii) the year ended 31 December 2021 which are set forth beginning on page F-2 of this Offering Circular
have been audited by PricewaterhouseCoopers LLP, independent auditors, as stated in their report for the year ended 31 December 2021 included on page F-8 and their reports for the years ended 31 December 2020 and 2019 incorporated by reference herein, respectively.

GENERAL INFORMATION

1. Application may be made to the SGX-ST for permission to deal in, and for quotation of, any Covered Bonds which are agreed at the time of issue to be listed on the SGX-ST. There can be no assurance that an application to the SGX-ST will be approved.
2. The Issuer has obtained all necessary consents, approvals and authorisations in Singapore in connection with the issue and performance of the Covered Bonds to be issued by it. The update of the Programme was approved by the CEO of the Issuer on 9 March 2022 pursuant to the authority granted under the Issuer's Group Approving Authority.
3. There has been no material adverse change in the financial position of the DBS Bank Group since 31 December 2021.
4. The DBS Bank Group is not, and has not been, involved in any litigation or arbitration proceedings that may have, or have had during the 12 months preceding the date of this Offering Circular, a material adverse effect on the financial position of the DBS Bank Group and as of the date of this Offering Circular, the DBS Bank Group is not aware of any such litigation or arbitration either pending or threatened.
5. Each Bearer Covered Bond, Receipt, Coupon and Talon will bear the following legend: "Any United States person who holds this obligation will be subject to limitations under the United States income tax laws, including the limitations provided in Sections 165(j) and 1287(a) of the Internal Revenue Code".
6. Covered Bonds have been accepted for clearance through the Euroclear and Clearstream systems (which are entities in charge of keeping the records). The Issuer may also apply to have Covered Bonds accepted for clearance through the CMU and CDP. The relevant CMU Instrument Number will be set out in the applicable Pricing Supplement. The Common Code and the International Securities Identification Number (ISIN) for each Series of Covered Bonds will be set out in the applicable Pricing Supplement. In addition, the Issuer will make an application with respect to each Series of Registered Covered Bonds intended to be eligible for sale pursuant to Rule 144A for such Covered Bonds to be accepted for trading in book entry form by DTC. Acceptance of each Series and the relevant Committee on the Uniform Security Identification Procedure (CUSIP) number applicable to a Series will be set out in the applicable Pricing Supplement.
7. The Legal Entity Identifier (LEI) of DBS Bank Ltd. (acting through its registered office in Singapore) is ATUEL7OJR5057F2PV266 or as otherwise as set out in the applicable Pricing Supplement with respect to any of its branches outside Singapore.
8. The issue price and the amount of the relevant Covered Bonds will be determined based on then prevailing market conditions before filing of the applicable Pricing Supplement of each Tranche with the SGX-ST (with respect to Covered Bonds listed on the SGX-ST). The Issuers does not intend to provide any post-issuance information in relation to any issues of Covered Bonds.
9. From the date of this Offering Circular and for so long as any Covered Bonds are outstanding under the Programme, the following documents will be available, during usual business hours on any weekday (Saturdays and public holidays excepted), for inspection at the registered office of the Issuer and at the office of the Bond Trustee:
 - (i) the Trust Deed;
 - (ii) the Agency Agreement;
 - (iii) the forms of the Global Covered Bonds, the Definitive Covered Bonds, the Receipts, the Coupons and the Talons;

- (iv) the audited consolidated financial statements of the DBS Bank Group for the years ended 31 December 2021, 31 December 2020 and 31 December 2019;
 - (v) any audited consolidated financial statements of the DBS Bank Group which are published after the date of this Offering Circular;
 - (vi) each Pricing Supplement (save that each Pricing Supplement relating to a Covered Bond which is not listed on a stock exchange will only be available for inspection by a holder of such Covered Bond and such holder must provide evidence satisfactory to the Bond Trustee as to its holding and its identity); and
 - (vii) a copy of this Offering Circular or any further Offering Circular and any supplementary Offering Circular or other document that supplements to the Programme.
10. Copies of the latest annual report and financial statements of the DBS Bank Group may be obtained at the specified offices of each of the Paying Agents during normal business hours, so long as any of the Covered Bonds is outstanding.

GLOSSARY

2022 AGM	The Annual General Meeting of DBSH to be held on 31 March 2022;
Account Bank	DBS Bank or such other replacement bank or financial institution with the Account Bank Required Ratings;
Account Bank Required Ratings	In respect of the Account Bank, a short-term unsecured and unsubordinated debt obligation rating that is at least P-1 from Moody's and F1 from Fitch and a long-term unsecured and unsubordinated debt obligation rating that is at least A from Fitch or such other lower rating as is expected by Moody's or, as the case may be, Fitch to maintain the then current rating of the Covered Bonds;
Accounting Reference Date	In each year: <ul style="list-style-type: none">(a) in respect of the Seller, 31 December;(b) in respect of the Issuer, 31 December; and(c) in respect of the Covered Bond Guarantor 31 December;
Accrual Period	The relevant period from (and including) the most recent Interest Payment Date (or, if none, the Interest Commencement Date) to (but excluding) the relevant payment date;
Accrued Interest	In respect of a Loan as at any date the aggregate of all interest accrued but not yet due and payable on the Loan from (and including) the Monthly Payment Date immediately preceding the relevant date to (but excluding) the relevant date;
Accrued Interest Adjustment Amount(s)	An amount equal to: <ul style="list-style-type: none">(a) in respect of a Loan:<ul style="list-style-type: none">(i) Arrears of Interest and Accrued Interest on the Loans and their Related Security comprised in any Portfolio as of (but excluding) the Closing Date of that Portfolio; and(ii) all amounts received by the Seller under those Loans and their Related Security applied by the Servicer or the Seller to payment of interest and fees under those Loans and their Related Security for the period up to (but excluding) the Closing Date; and(b) in respect of a Top-up Loan:<ul style="list-style-type: none">(i) any accrued interest and any other amounts due in respect of Top-up Loans which are transferred to the Covered Bond Guarantor in connection with the acquisition of Loans and their Related Security by the Covered Bond Guarantor as of (but

excluding) the date of transfer of such Top-up Loans; and

- (ii) all amounts received by the Seller under those Top-up Loans applied by the Servicer or the Seller to payment of interest and fees under those Top-up Loans for the period up to (but excluding) the date of transfer of such Top-up Loans,

but without double counting or recovery for any such amounts;

Accrued Payments Ledger

The ledger on the Transaction Account of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement, to record the credits and debits of certain Available Revenue Receipts and certain Available Principal Receipts set aside and retained, and which would otherwise be distributed to *inter alios*, the Intercompany Loan Provider and the Subordinated Loan Provider, in accordance with the terms of the Establishment Deed;

Additional Contribution

The contribution payable by the Covered Bond Guarantee Beneficiary to the Assets Trustee (i) for the purchase from the Seller of Trust Assets (which shall form part of the relevant New Portfolio) on each Closing Date after the First Closing Date which shall be equal to the True Balance of the CPF Loans constituting such Trust Assets sold as at the relevant Closing Date and funded in accordance with the Declaration of Assets Trust or (ii) on each Covered Bond Guarantee Payment Date which shall be equal to any increase in the True Balance of any CPF Loans or increase in the outstanding balance in any Top-up Loans in the Portfolio;

Adjusted Aggregate Loan Amount

The meaning given in the section “*Summary of the Principal Documents — Establishment Deed — Asset Coverage Test*”;

Adjusted Required Redemption Amount

The meaning given in the section “*Summary of the Principal Documents — Establishment Deed — Right of Pre-emption*”;

Advance

An amount advanced, or to be advanced, by the Intercompany Loan Provider to the Covered Bond Guarantor under the Intercompany Loan Agreement, including Deemed Advances;

Agency Agreement

The agency agreement dated the Programme Date (as amended, restated, supplemented or novated from time to time) and made among the Issuer, the Covered Bond Guarantor, the Bond Trustee, the Security Trustee, the Issuing and Paying Agent and the other agents named therein;

Agent	Each of the Paying Agents, the Registrar, the Exchange Agent, the Calculation Agent and the Transfer Agent or any of them and shall include such other Agent or Agents as may be appointed from time to time under the Agency Agreement (including, without limitation, any such agents appointed in accordance with Clause 2 of the Agency Agreement);
All Monies Beneficiaries	The meaning given in the section “ <i>Summary of the Principal Documents — All Monies Mortgages and the Covered Bond Guarantor Declaration of Trusts</i> ”;
All Monies Mortgage	A Mortgage that secures or purports to secure the repayment of a Loan (and/or any related Top-up Loans) as well as any Associated Debt extended by the Seller to the Borrower or the Mortgagor (as the case may be);
All Monies Trust	The separate trust of each All Monies Mortgage (and other All Monies Trust Property representing, derived from or relating to that All Monies Mortgage) declared by the All Monies Trustee in favour of the All Monies Beneficiaries pursuant to the Covered Bond Guarantor Declaration of Trusts;
All Monies Trust Property	(In respect of each All Monies Trust): <ul style="list-style-type: none"> (a) all rights, estate, title, interests, benefits and remedies of the Covered Bond Guarantor or, as the case may be, the Covered Bond Guarantee Beneficiary (both present and future) in and under the All Monies Mortgage acquired under the terms of the Mortgage Sale Agreement or, as the case may be, the Declaration of Assets Trust; (b) the proceeds of enforcement of the All Monies Mortgage referred to in (a) above and the Related Security referred to in (d) below which secures sums due by the relevant Borrower and/or the relevant Mortgagor under the relevant Loan(s), the relevant Top-up Loan(s) and/or the relevant Associated Debt; (c) all amounts referable to the proceeds of enforcement of the relevant All Monies Mortgage and Related Security referred to in (b) above standing to the credit of the Covered Bond Guarantor Trust Account from time to time; (d) all rights, estate, title, interests, benefits and remedies of the All Monies Trustee (both present and future) in and under any Related Security acquired under the terms of the Mortgage Sale Agreement and the Declaration of Assets Trust which may respond to all liabilities of the relevant Borrower and/or Mortgagor incurred or to be incurred in relation to the relevant Loan(s), relevant Top-up Loan(s) and/or the relevant Associated Debt;

	(e) any additions to the All Monies Trust Property acquired after the date of the Covered Bond Guarantor Declaration of Trusts; and
	(f) all assets representing the above from time to time or derived therefrom or created or acquired by the All Monies Trustee in that capacity from time to time;
All Monies Trustee	The Covered Bond Guarantor in its capacity as trustee of an All Monies Trust;
Amortisation Test	The test as to whether the Amortisation Test Aggregate Loan Amount is at least equal to the SGD Equivalent of the aggregate outstanding nominal amount of the Covered Bonds as calculated on or before the relevant Test Date as of the immediately preceding Calculation Date;
Amortisation Test Aggregate Loan Amount	The meaning given in the section “ <i>Summary of the Principal Documents — Establishment Deed — Amortisation Test</i> ”;
Ancillary Intercompany Loan	The aggregate outstanding principal amount of the Deemed Ancillary Intercompany Loan Advances made pursuant to the Ancillary Intercompany Loan Agreement;
Ancillary Intercompany Loan Agreement	The ancillary intercompany loan agreement dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made between the Ancillary Intercompany Loan Provider, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee, the Cash Manager and the Security Trustee;
Ancillary Intercompany Loan Ledger	The ledger of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement to record all payments of interest and repayments of principal on each of the Deemed Ancillary Intercompany Loan Advances;
Ancillary Intercompany Loan Provider	DBS Bank;
Arrears of Interest	As at any date in respect of any Loan, interest (other than Capitalised Interest or Accrued Interest) on that Loan which is currently due and payable and unpaid on that date;
Asian Currency Unit or ACU	An operational unit that has been approved by the MAS to operate in the Asian dollar market subject to such conditions as the MAS may determine;
Asset Coverage Test	The test as to whether the Adjusted Aggregate Loan Amount is at least equal to the SGD Equivalent of the aggregate outstanding nominal amount of the Covered Bonds as calculated on or before the relevant Test Date as of the immediately preceding Calculation Date;
Asset Coverage Test Breach Notice	The notice required to be served by the Bond Trustee if the Asset Coverage Test has not been met on two consecutive

	Calculation Dates (subject to the Bond Trustee having actual knowledge or express notice of the same);
Asset Monitor	PricewaterhouseCoopers LLP, whose registered office is at 7 Straits View, Marina One, East Tower, Level 12, Singapore 018936 (or such other replacement Asset Monitor appointed from time to time) appointed in accordance with the terms of the Asset Monitor Agreement as an independent monitor to perform tests in respect of the Asset Coverage Test and the Amortisation Test when required;
Asset Monitor Agreement	The asset monitor agreement dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made between the Asset Monitor, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Cash Manager, the Issuer, the Seller, the Assets Trustee, the Bond Trustee and the Security Trustee;
Asset Monitor Report	The results of the tests conducted by the Asset Monitor in accordance with the Asset Monitor Agreement to be delivered to each party to the Asset Monitor Agreement and the Servicer;
Asset Percentage	The meaning given in the section " <i>Summary of the Principal Documents — Establishment Deed — Asset Coverage Test</i> ";
Asset Percentage Adjusted True Balance	The meaning given in the section " <i>Summary of the Principal Documents — Establishment Deed — Asset Coverage Test</i> ";
Asset Pool	All assets of the Covered Bond Guarantor from time to time, including, but not limited to, the Portfolio, any Authorised Investments, any Substitution Assets, the rights of the Covered Bond Guarantor in the Transaction Documents, the Transaction Account and all amounts standing to the credit thereto and any other asset falling within the definition of "cover pool" in MAS Notice 648 other than any Swap Collateral, Top-up Loans or Associated Debt (if applicable) which, for the avoidance of doubt, shall not be recorded as forming part of the Asset Pool;
Asset Registers	The registers maintained by the Servicer and the Cash Manager in respect of: <ul style="list-style-type: none"> (a) assets in the cover pool (as defined in MAS Notice 648) of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary (including, for the avoidance of doubt, its interest in the Assets Trust); and (b) other assets of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary securing the liabilities of the Covered Bond Guarantor and the Covered Bond Guarantee Beneficiary to the Secured Creditors,

Assets Trust	<p>The trust declared in accordance with and pursuant to the terms of the Declaration of Assets Trust, whereby the Assets Trustee declares itself as trustee and agrees to hold:</p> <p>(a) (in respect of the Initial Portfolio) all the Seller's present and future rights, estate, title, interests, benefits and remedies in and to each and every CPF Loan and Related Security comprised in the Initial Portfolio and any related Top-up Loans; and</p> <p>(b) (in respect of each New Portfolio) all the Seller's present and future rights, estate, title, interests, benefits and remedies in and to each and every CPF Loan and Related Security comprised in such New Portfolio and any related Top-up Loans,</p> <p>on and from the First Closing Date on trust absolutely as to both capital and income for the Covered Bond Guarantee Beneficiary, upon, with and subject to the trusts, powers and provisions of the Declaration of Assets Trust;</p>
Assets Trust Ledger	<p>The ledger on the Transaction Account of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement, to record all credits and debits of Available Revenue Receipts, Available Principal Receipts and Deferred Contribution Consideration in respect of CPF Loans in the Portfolio;</p>
Assets Trustee	<p>DBS Bank, as trustee of the Assets Trust;</p>
Assets Trustee Power of Attorney	<p>The power of attorney made by the Assets Trustee in favour of the Covered Bond Guarantee Beneficiary and the Security Trustee in accordance with the Declaration of Assets Trust;</p>
Associated Debt	<p>The indebtedness which (i) a Borrower or a Mortgagor (as the case may be) owes or may owe to the Seller from time to time which is secured on the same Mortgage securing a Loan granted by the Seller to that Borrower or that Mortgagor (as the case may be) and (ii) is not purchased by the Covered Bond Guarantor under the Mortgage Sale Agreement or (as the case may be) the Declaration of Assets Trust;</p>
Austraclear System	<p>The clearing and settlement system operated by Austraclear Ltd (ABN 94 002 060 773);</p>
Australian Covered Bond	<p>A Covered Bond issued pursuant to the Programme constituted by a deed poll which is supplemental to the Trust Deed and which Covered Bond is denominated in Australian dollars governed by the law in force in New South Wales, Australia and issued into the Austraclear System;</p>
Authorised Investments	<p>Cash or other authorised investments permitted to be held by the Covered Bond Guarantor under MAS Notice 648, <i>provided that</i>:</p>

- (a) the rating of the short-term unsecured and unsubordinated debt obligations of the entity with which the investments are made is at least F1 by Fitch (and, to the extent such long-term rating from Fitch is publicly available, a long-term unsecured and unsubordinated debt obligation rating of A by Fitch) and P-1 by Moody's;
- (b) the relevant investments have a residual maturity of not more than 30 calendar days and are rated at least F1 by Fitch (and, to the extent such long-term rating from Fitch is publicly available, a long-term unsecured and unsubordinated debt obligation rating of A by Fitch) and A2 or P-1 by Moody's; and
- (c) in the case of money market funds, they are rated at least P-1 by Moody's and AAmmf by Fitch or, in the absence of a Fitch rating, the highest rating from at least two other global rating agencies;

Available Principal Receipts

As of a Calculation Date, an amount equal to the aggregate of (without double counting):

- (a) the amount of Principal Receipts received (whether by the Covered Bond Guarantor, the Servicer on its behalf or otherwise) during the immediately preceding Calculation Period;
- (b) any other amount standing to the credit of the Principal Ledger;
- (c) the proceeds of any Advances or Subordinated Advances (other than Deemed Advances or Deemed Subordinated Advances) (where such proceeds have not been applied to acquire New Portfolios, refinance an existing Advance or Subordinated Advance, invest in Authorised Investments or Substitution Assets or as a credit to the Pre-Maturity Liquidity Ledger or the Reserve Ledger);
- (d) the proceeds from any sale of Loans (including, but not limited to, Selected Loans) pursuant to the terms of the Establishment Deed, the Mortgage Sale Agreement or the Declaration of Assets Trust to the extent that such proceeds represent principal;
- (e) the proceeds from the sale of Substitution Assets or Authorised Investments pursuant to the terms of the Establishment Deed to the extent such proceeds represent principal;
- (f) the amount of any Excess Proceeds standing to the credit of the Transaction Account;
- (g) the amount standing to the credit of the Reserve Ledger in excess of the Reserve Fund Required Amount to the extent such amount represents the

amount drawn under the Intercompany Loan Agreement or the Subordinated Loan Agreement to fund the Reserve Fund;

- (h) following the service of a Notice to Pay, the relevant amount standing to the credit of the Accrued Payments Ledger which is to be applied on the immediately following Covered Bond Guarantee Payment Date in accordance with the Establishment Deed; and
- (i) following repayment of any Hard Bullet Covered Bonds by the Issuer or the Covered Bond Guarantor on the Maturity Date thereof or if the Issuer is no longer failing the Pre-Maturity Test, any amounts standing to the credit of the Pre-Maturity Liquidity Ledger in respect of such Series of Hard Bullet Covered Bonds (except where the Covered Bond Guarantor is required to retain such amounts on the Pre-Maturity Liquidity Ledger under the Transaction Documents) and which are not Available Revenue Receipts, as of that Calculation Date,

less or excluding (as applicable and without double counting) any:

- (A) Swap Collateral Excluded Amounts;
- (B) Swap Collateral;
- (C) principal (or, in respect of cross-currency swaps, exchange amounts) received under the Covered Bond Swap Agreement;
- (D) any termination premium under any Swap required to be used to purchase a replacement Swap;
- (E) any All Monies Trust Property which the Seller is entitled to;
- (F) Third Party Amounts; and
- (G) Tax Credits;

Available Revenue Receipts

As of a Calculation Date, an amount equal to the aggregate of (without double counting):

- (a) the amount of Revenue Receipts received (whether by the Covered Bond Guarantor or the Servicer on its behalf or otherwise) during the immediately preceding Calculation Period;
- (b) other net income of the Covered Bond Guarantor received during the immediately preceding Calculation Period including:
 - (i) all interest received by the Covered Bond Guarantor on the Covered Bond Guarantor Accounts (including, but not limited to, in respect of amounts representing Authorised Investments

- or Substitution Assets) (other than the Swap Collateral Accounts, but including Swap Collateral Available Amounts);
- (ii) all amounts received by the Covered Bond Guarantor representing income on any Substitution Assets and Authorised Investments in the preceding Calculation Period;
 - (iii) the proceeds received from any sale of Loans (including, but not limited to, Selected Loans) pursuant to the terms of the Establishment Deed, the Mortgage Sale Agreement or the Declaration of Assets Trust to the extent that such proceeds comprise interest or fee amounts (including, for the avoidance of doubt but without double counting, Accrued Interest and Arrears of Interest other than the Accrued Interest and Arrears of Interest as at the relevant Closing Date of a Loan which belong to the Seller);
 - (iv) amounts received by the Covered Bond Guarantor under the relevant Interest Rate Swap Agreement (if any) (excluding any termination payment received from the relevant Interest Rate Swap Provider (if any) to the extent applied to acquire a replacement Interest Rate Swap); and
 - (v) the amount of any termination payment received from a Swap Provider which is not applied to acquire a replacement for the relevant terminated Swap;
- (c) prior to the service of a Notice to Pay or an Asset Coverage Test Breach Notice (or, if such notice has been served, it has been revoked), amounts standing to the credit of the Reserve Fund in excess of the Reserve Fund Required Amount and which are not part of Available Principal Receipts in each case as of that Calculation Date;
 - (d) following the service of a Notice to Pay or an Asset Coverage Test Breach Notice, amounts standing to the credit of the Reserve Fund in each case as of that Calculation Date;
 - (e) following the service of a Notice to Pay, the relevant amount standing to the credit of the Accrued Payments Ledger which is to be applied on the immediately following Covered Bond Guarantee Payment Date in accordance with the Establishment Deed;
 - (f) (i) the amount of any premium received by the Covered Bond Guarantor from a new Swap Provider as consideration for the entry by the Covered Bond Guarantor into a new Swap during the immediately

preceding Calculation Period, except to the extent applied to pay any termination payment under the relevant Swap being replaced and/or (ii) the amount of any termination payment received by the Covered Bond Guarantor from a Swap Provider, except to the extent applied to pay a premium to a replacement Swap Provider to enter into a replacement Swap Agreement;

- (g) prior to the service of a Notice to Pay or an Asset Coverage Test Breach Notice (or, if such notice has been served, it has been revoked), following repayment of any Hard Bullet Covered Bonds by the Issuer on the Maturity Date thereof or if the Issuer is no longer failing the Pre-Maturity Test, any amounts standing to the credit of the Pre-Maturity Liquidity Ledger in respect of such Series of Hard Bullet Covered Bonds (except where the Covered Bond Guarantor is required to retain such amounts on the Pre-Maturity Liquidity Ledger under the Transaction Documents) to the extent funded through Revenue Receipts; and
- (h) any other revenue receipts not referred to in paragraphs (a) to (g) (inclusive) above received during the previous Calculation Period and standing to the credit of the Revenue Ledger,

less or excluding (as applicable and without double counting) any:

- (A) Third Party Amounts;
- (B) Tax Credits;
- (C) Swap Collateral Excluded Amounts;
- (D) All Monies Trust Property which the Seller is entitled to; and
- (E) amounts in respect of interest received by the Covered Bond Guarantor under each Covered Bond Swap Agreement;

For the avoidance of doubt, Available Revenue Receipts shall not include any amounts standing to the credit of the Covered Bond Guarantee Retained Amount Ledger;

Bank Account Agreement

The bank account agreement dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made among, *inter alios*, the Covered Bond Guarantor, the Account Bank, the Cash Manager and the Security Trustee;

Banking Act

Banking Act 1970 of Singapore;

Banking (CG) Regulations

Banking (Corporate Governance) Regulations 2005, of Singapore;

Banking Regulations	Banking Regulations, of Singapore;
Basel Committee	Basel Committee on Banking Supervision;
Basel III	<i>Basel III: A global regulatory framework for more resilient banks and banking systems</i> published on 16 December 2010 by the Basel Committee;
Beneficiary Assignee	The meaning given in the section “ <i>Summary of the Principal Documents — Declarations of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee</i> ”;
Board	The Board of Directors of DBS Bank or DBSH, as the context may require;
Board of Directors	The Board of Directors of DBS Bank and DBSH, as the context may require;
Bond Trustee	The Bank of New York Mellon, London Branch in its capacity as bond trustee under the Trust Deed together with any successor bond trustee or additional bond trustees appointed from time to time;
Borrower	In relation to a Loan, the individual or individuals specified as such in the relevant Mortgage Instrument together with the individual or individuals (if any) from time to time assuming an obligation to repay such Loan or any part of it;
Building Maintenance and Strata Management Act	Building Maintenance and Strata Management Act 2004 of Singapore;
Business Day	The meaning given in the Conditions;
Business Day Convention	The meaning given in the Conditions;
Calculation Agent	In relation to all or any Series of the Covered Bonds, the person initially appointed as calculation agent in relation to such Covered Bonds by the Issuer and the Covered Bond Guarantor pursuant to the Agency Agreement or, if applicable, any successor or separately appointed calculation agent in relation to all or any Series of the Covered Bonds;
Calculation Date	The first day after the end of the immediately preceding Calculation Period. The first Calculation Date shall be 10 July 2015;
Calculation Period	The period from, and including, the 10th day of each month to, and including, the ninth day of the following month except that the first Calculation Period means the period from and including the First Closing Date to and including the ninth day of the month in which the First Closing Date falls (or, if the First Closing Date falls after the ninth day of that month, the ninth day of the following month);
Capitalised Expenses	In relation to a Loan, the amount of any expense, charge, fee, premium or payment (excluding, however, any Arrears of Interest) capitalised and added to the principal balance of that Loan (to which the Servicer applies the relevant interest

	rate at which interest on that Loan accrues) in accordance with the relevant Mortgage Conditions;
Capitalised Interest	For any Loan at any date, interest which is overdue in respect of that Loan and which as at that date has been added to the principal balance of that Loan (to which the Servicer applies the relevant interest rate at which interest on that Loan accrues) in accordance with the Mortgage Conditions or otherwise by arrangement with the relevant Borrower or the relevant Mortgagor (as the case may be) (excluding, for the avoidance of doubt, any Arrears of Interest which have not been so capitalised on that date);
CAR	Capital adequacy ratio;
Cash Management Agreement	The cash management agreement dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made among, <i>inter alios</i> , the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Seller, the Assets Trustee, the Servicer, the Cash Manager, the Corporate Services Provider, the Bond Trustee and the Security Trustee;
Cash Manager	DBS Bank, in its capacity as cash manager under the Cash Management Agreement together with any successor cash manager appointed from time to time;
CBGWM	Consumer Banking/Wealth Management services of the DBS Bank Group;
CCB	The capital conservation buffer as required by Singapore prudential regulation in line with Basel III requirements;
CDP	The Central Depository (Pte) Limited;
CDP Covered Bonds	The Covered Bonds which are cleared or, as applicable, to be cleared through CDP;
CDP Paying Agent	The agent appointed by the Issuer in relation to CDP Covered Bonds only, pursuant to the Agency Agreement for lodgement and payment services with CDP, which at the date of the Agency Agreement is The Bank of New York Mellon, Singapore Branch;
CET1	Common Equity Tier 1;
Charged Property	The property charged by the Covered Bond Guarantor pursuant to the Deeds of Charge, as more fully described under " <i>Summary of the Principal Documents — Deeds of Charge</i> ";
Clearing Systems	CDP, the CMU, DTC, Euroclear and/or Clearstream for Bearer Covered Bonds and CDP, the CMU, DTC Euroclear, Clearstream and/or Luxembourg for Registered Covered Bonds and shall be deemed to include references to any additional or alternative system as is approved by the Issuer, the Issuing and Paying Agent and the Bond Trustee or as may otherwise be specified in the applicable Pricing Supplement;

Clearstream	Clearstream Banking S.A.;
Closing Date	Each of the First Closing Date and the closing date of the sale of any New Portfolio to the Covered Bond Guarantor in accordance with the Mortgage Sale Agreement and the Declaration of Assets Trust;
CMU	The Central Moneymarkets Unit Service operated by the HKMA;
CMU Covered Bonds	Each Series of Covered Bonds cleared through the CMU;
CMU Instrument Position Report	The meaning specified in the CMU Rules;
CMU Lodging and Paying Agent	The agent appointed by the Issuer pursuant to the Agency Agreement for lodgement services with the CMU, which as at the date of the Agency Agreement is The Bank of New York Mellon, Hong Kong Branch or any successor CMU lodging and paying agent;
CMU Manual	The reference manual relating to the operation of the CMU issued by the HKMA to CMU Members, as amended from time to time;
CMU Member	Any member of the CMU;
CMU Rules	All requirements of the CMU for the time being applicable to a CMU Member and includes (a) all the obligations for the time being applicable to a CMU Member under or by virtue of its membership agreement with the CMU and the CMU Manual, (b) all the operating procedures as set out in the CMU Manual for the time being in force insofar as such procedures are applicable to a CMU Member and (c) any directions for the time being in force and applicable to a CMU Member given by the HKMA through any operational circulars or pursuant to any provision of its membership agreement with the HKMA or the CMU Manual;
Code	The U.S. Internal Revenue Code of 1986, as amended;
Common Depository	The common depository for Euroclear and Clearstream;
Companies Act	Companies Act 1967 of Singapore, as amended, and any regulations made pursuant to it;
Conditions	Terms and conditions of the Covered Bonds (as set out in Schedule 2 Part C to the Trust Deed);
Converted Loan	A Non-CPF Loan in the Portfolio in respect of which CPF Withdrawal Approval is obtained after the Closing Date in respect of such Non-CPF Loan but prior to the service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice (whichever is earlier);
Corporate Services Agreement	The corporate services agreement dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made between the Corporate Services Provider, the Covered Bond Guarantor, the Bond Trustee and the Security Trustee;

Corporate Services Provider	Intertrust Singapore Corporate Services Pte. Ltd. (UEN/Company Registration No. 198702411W), together with any successor corporate services provider appointed from time to time;
Costs	Any loss, damage, cost, charge, claim, demand, expense, judgment, decree, action, proceeding or other liability whatsoever, including, without limitation, in respect of: <ul style="list-style-type: none"> (a) Taxes; (b) in the case of the Bond Trustee and the Agents only, any amounts in respect of GST or other similar Tax; (c) in the case of all parties other than the Bond Trustee and the Agents, any amounts in respect of GST or other similar Tax to the extent not recoverable from a government, Tax, revenue or other similar authority; and (d) legal fees and expenses on a full indemnity basis;
Couponholders	The holders of the Coupons and the Talons;
Coupons	Interest coupons relating to interest-bearing Covered Bonds in bearer form;
Covered Bond	Covered bonds issued or to be issued pursuant to the Programme Agreement and which are or are to be constituted under the Trust Deed, which covered bonds may be represented by a Global Covered Bond or any Definitive Covered Bond and includes any replacements or a Covered Bond issued pursuant to Condition 13 (each a " Covered Bond ");
Covered Bond Guarantee	An unconditional and irrevocable guarantee by the Covered Bond Guarantor in the Trust Deed for the payment of Guaranteed Amounts in respect of the Covered Bonds when the same shall become Due for Payment;
Covered Bond Guarantee Beneficiary	Bayfront Covered Bonds Pte. Ltd. (UEN/Company Registration No. 201509506G) as beneficiary of the Assets Trust;
Covered Bond Guarantee Payment Date	The 22 nd day of each month or if not a Singapore Business Day the next following Singapore Business Day and the first Covered Bond Guarantee Payment Date will be 22 July 2015;
Covered Bond Guarantee Payment Period	The period from (and including) a Covered Bond Guarantee Payment Date to (but excluding) the next following Covered Bond Guarantee Payment Date and the first Covered Bond Guarantee Payment Period will commence on the First Closing Date;
Covered Bond Guarantee Retained Amount	SGD 850 per month, which the Covered Bond Guarantor may use as it shall deem fit;
Covered Bond Guarantee Retained Amount Ledger	The ledger of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash

	Manager has delegated such function) pursuant to the Cash Management Agreement to record payments of the Covered Bond Guarantee Retained Amount;
Covered Bond Guarantor	Bayfront Covered Bonds Pte. Ltd. (UEN/Company Registration No. 201509506G);
Covered Bond Guarantor Acceleration Notice	A notice in writing given by the Bond Trustee to the Issuer and the Covered Bond Guarantor (copied to the Security Trustee), that each Covered Bond of each Series is, and each Covered Bond of each Series will as against the Issuer (if not already due and repayable against it following an Issuer Event of Default) and as against the Covered Bond Guarantor, thereupon immediately become due and repayable at its Early Redemption Amount together with accrued interest as provided in and in accordance with the Trust Deed and thereafter the Security shall become enforceable if any of the Covered Bond Guarantor Events of Default shall occur and be continuing;
Covered Bond Guarantor Accounts	The Transaction Account and any additional or replacement accounts opened in the name of the Covered Bond Guarantor, including a Swap Collateral Account and the Covered Bond Guarantor Trust Account;
Covered Bond Guarantor Declaration of Trusts	The declaration of trust dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made among the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Seller, the All Monies Trustee and the All Monies Beneficiaries;
Covered Bond Guarantor Event of Default	The meaning given in Condition 9(b);
Covered Bond Guarantor Share	The part of the All Monies Trust Property comprised in each All Monies Trust to which the Covered Bond Guarantor or, as the case may be, Covered Bond Guarantee Beneficiary is entitled as determined and calculated in accordance with the Covered Bond Guarantor Declaration of Trusts;
Covered Bond Guarantor Trust Account	The account in the name of the Covered Bond Guarantor held with the Account Bank into which the proceeds of enforcement of each of the All Monies Mortgages and any other Related Security are credited;
Covered Bond Swap Agreement	Each agreement between the Covered Bond Guarantor and the Covered Bond Swap Provider governing Covered Bond Swap(s) entered into with such Covered Bond Swap Provider in the form of an ISDA Master Agreement, including a schedule, a credit support annex and confirmations in relation to each such Covered Bond Swap;
Covered Bond Swap Early Termination Event	The meaning given in the section “ <i>Summary of the Principal Documents — Covered Bond Swap Agreement</i> ”;
Covered Bond Swap Provider	Each provider of a Covered Bond Swap under a Covered Bond Swap Agreement;

Covered Bond Swap Rate	In relation to a Tranche or Series of Covered Bonds, the exchange rate specified in the Covered Bond Swap(s) relating to such Tranche or Series of Covered Bonds or, if the Covered Bond Swap(s) have been terminated, the applicable spot rate;
Covered Bond Swaps	Swap transactions governed by the Covered Bond Swap Agreement;
Covered Bondholders	The bearer of any Bearer Covered Bond and the Receipts relating to it or the person in whose name a Registered Covered Bond is registered (as the case may be);
CPF	Central Provident Fund;
CPF Act	Central Provident Fund Act 1953 of Singapore;
CPF Board	The Central Provident Fund Board constituted under Section 3 of the CPF Act;
CPF Funds	The monies standing to the credit of a Mortgagor's account(s) maintained with the CPF Board which may be used for financing or refinancing the purchase or acquisition of a Property or the repayment and/or servicing of the loan obtained for (i) the purchase or acquisition of a Property, and/or (ii) (where applicable and approved by the CPF Board) the costs of construction of a new dwelling house thereon;
CPF Loan	<p>all loans granted by the Seller to a Borrower or a Mortgagor (as the case may be) which are secured by the same Mortgage over a Property, in respect of which:</p> <p>(a)</p> <ul style="list-style-type: none"> (i) the CPF Withdrawal Approval has been obtained prior to the Closing Date in respect of such loans; or (ii) such Borrower or Mortgagor (as the case may be) has indicated to the Seller prior to the Closing Date in respect of such loans that he intends to utilise CPF Funds in connection with the Property; and <p>(b) the CPF Board's consent to the transfer or assignment of the Mortgage over such Property securing such loans is required (and such CPF Board's consent is not obtained prior to the Closing Date in respect of such loans) in order for the Covered Bond Guarantor and any transferee of such Mortgage (as may be contemplated under the terms of the Transaction Documents) to be accorded the priority of payments over the CPF Board in relation to the application of any proceeds from the realisation of such Property,</p> <p>and which are sold by the Seller and purchased by the Covered Bond Guarantor from time to time and which are held on trust by the Assets Trustee under the terms of the</p>

Declaration of Assets Trust for the Covered Bond Guarantee Beneficiary, and comprise the aggregate of all principal sums, interest, costs, charges, expenses and other monies due or owing with respect to or apportioned to such loans under the relevant Mortgage Conditions by such Borrower or Mortgagor (as the case may be) on the security of the Mortgage over such Property from time to time outstanding, or, as the context may require, such Borrower's or Mortgagor's obligations in respect of the same but excluding any loan which is repurchased by the Seller or otherwise sold by the Covered Bond Guarantor and no longer beneficially owned by the Covered Bond Guarantee Beneficiary (including, for the avoidance of doubt, any loan in respect of which the Covered Bond Guarantee Beneficiary has assigned absolutely its beneficial interest pursuant to the Declaration of Assets Trust). For the avoidance of doubt, no loan referred to above shall be construed or deemed to be a Top-up Loan;

CPF Loans Repurchase Completion Date

A date on or before the second Covered Bond Guarantee Payment Date falling after the relevant date of completion of any:

- (a) repurchase by the Seller of any CPF Loans and their Related Security (and any related Top-up Loans); and/or
- (b) surrender by the Covered Bond Guarantee Beneficiary to the Assets Trustee of its beneficial interest to any CPF Loans and their Related Security (and any related Top-up Loans);

CPF Withdrawal Approval

The approval of the CPF Board for the utilisation of CPF Funds by a Borrower or a Mortgagor (as the case may be) towards:

- (i) the financing or refinancing of the purchase or acquisition of a Property by the Borrower or the Mortgagor (as the case may be); and/or
- (ii) the repayment and/or servicing of the loans obtained by the Borrower or the Mortgagor (as the case may be) for financing or refinancing the purchase of the Property by the Borrower or the Mortgagor (as the case may be) and/or (where applicable and approved by the CPF Board) the costs of construction of a new dwelling house on that property;

CPFTA

Consumer Protection (Fair Trading) Act 2003 of Singapore;

DBS Bank

DBS Bank Ltd.;

DBS Bank Group

DBS Bank Ltd. and its consolidated subsidiaries collectively;

DBSH

DBS Group Holdings Ltd;

DBS Group

DBSH and its consolidated subsidiaries collectively;

Dealers	All Programme Dealers and all persons appointed as a dealer in respect of one or more Tranches;
Declaration of Assets Trust	The declaration of trust dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made among the Seller, the Assets Trustee, the Security Trustee, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the All Monies Trustee;
Declaration of Bayfront Covered Bonds Trust	The declaration of trust executed as a deed by the Share Trustee pursuant to which the issued share capital of the Covered Bond Guarantor are held on trust by the Share Trustee for the benefit of one or more organisation established for charitable, benevolent or philanthropic purposes;
Deed of Assignment	An assignment of, <i>inter alia</i> , Non-CPF Loans, their Related Security (and any related Top-up Loans) and rights of action against third parties substantially in the form set out in the Mortgage Sale Agreement;
Deeds of Charge	The Singapore Deed of Charge together with the English Security Trust Deed;
Deemed Advances	Deemed advances will arise under the Intercompany Loan if, as at any Calculation Date: <ul style="list-style-type: none"> (a) the True Balance of a Loan in the Portfolio increases as a result of Capitalised Interest accruing on that Loan or any other increase in the True Balance of that Loan; or (b) there is a Deemed Subordinated Advance outstanding, and, in each case, the Deemed Advance Preconditions are satisfied on the relevant Calculation Date;
Deemed Advance Preconditions	<ul style="list-style-type: none"> (a) the aggregate outstanding principal amount of Advances after giving effect to the Deemed Advance does not exceed the Intercompany Loan Facility Amount; and (b) no Issuer Event of Default, Covered Bond Guarantor Event of Default or Demand Loan Repayment Event has occurred and is outstanding on the relevant Calculation Date or Covered Bond Guarantee Payment Date (as applicable) or would result from the Deemed Advance;
Deemed Ancillary Intercompany Loan Advance	An amount advanced, or to be advanced, by the Ancillary Intercompany Loan Provider to the Covered Bond Guarantor under the Ancillary Intercompany Loan Agreement;
Deemed Subordinated Advances	Amounts which are not able to constitute Deemed Advances under the Intercompany Loan Agreement because the Deemed Advance Preconditions are not satisfied;

Defaulted Loan	Any Loan in the Portfolio which is more than 90 days in arrears;
Defaulted Loans Notice	A notice from the Cash Manager to the Seller identifying any Defaulted Loan;
Deferred Consideration	The consideration payable to the Seller in respect of the Non-CPF Loans and their Related Security in the Portfolio sold to the Covered Bond Guarantor from time to time, which is payable after making payments of a higher order of priority as set out in the relevant Priorities of Payment and ranks <i>pari passu</i> with Deferred Contribution Consideration (if any);
Deferred Consideration Amount	Such amount calculated in accordance with the formula below to determine the amount of Deferred Consideration that is payable on a Covered Bond Guarantee Payment Date: DC x (A/C) Where: DC = the amount of (i) Available Revenue Receipts on such Covered Bond Guarantee Payment Date after payment of all other amounts set out in paragraphs (a) to (p) of the Pre-Acceleration Revenue Priority of Payments or (ii) Available Revenue Receipts and Available Principal Receipts on such Covered Bond Guarantee Payment Date after payment of all other amounts set out in paragraphs (a) to (r) of the Guarantee Priority of Payments or (iii) proceeds distributable by the Security Trustee in accordance with the Singapore Deed of Charge after payment of all other amounts set out in paragraphs (a) to (j) of the Post-Enforcement Priority of Payments, as the case may be; A = the aggregate outstanding balance of Non-CPF Loans; and C = the aggregate outstanding balance of all Loans;
Deferred Contribution	The contribution payable by the Covered Bond Guarantee Beneficiary to the Assets Trustee in respect of the Trust Assets in the Portfolio which shall be deemed to be made each time Deferred Contribution Consideration is paid by the Covered Bond Guarantee Beneficiary (or the Assets Trustee on its behalf) to the Seller;
Deferred Contribution Consideration	The consideration payable by the Covered Bond Guarantee Beneficiary (or the Assets Trustee on its behalf) to the Seller in respect of the Trust Assets in the Portfolio sold by the Seller to the Covered Bond Guarantor from time to time, which is payable after making payments of a higher order of priority as set out in the relevant Priorities of Payments, such amount to be calculated by the Cash Manager pursuant to the terms of the Cash Management Agreement and, for the avoidance of doubt, shall not form part of the Trust Assets on payment to the Seller;

**Deferred Contribution
Consideration Amount**

Such amount calculated in accordance with the formula below to determine the amount of Deferred Contribution Consideration that is payable on a Covered Bond Guarantee Payment Date:

DC x (B/C)

Where:

DC = the amount of (i) Available Revenue Receipts on such Covered Bond Guarantee Payment Date after payment of all other amounts set out in paragraphs (a) to (p) of the Pre-Acceleration Revenue Priority of Payments or (ii) Available Revenue Receipts and Available Principal Receipts on such Covered Bond Guarantee Payment Date after payment of all other amounts set out in paragraphs (a) to (r) of the Guarantee Priority of Payments or (iii) proceeds distributable by the Security Trustee in accordance with the Singapore Deed of Charge after payment of all other amounts set out in paragraphs (a) to (j) of the Post-Enforcement Priority of Payments, as the case may be;

B = the aggregate outstanding balance of CPF Loans; and

C = the aggregate outstanding balance of all Loans;

The demand loan portion of the Intercompany Loan;

Demand Loan

Demand Loan Repayment Assets

(a) payment in cash held by the Covered Bond Guarantor to the Intercompany Loan Provider *PROVIDED THAT* to the extent there are any Converted Loans in the Portfolio, the portion of the Demand Loan equal to the aggregate True Balance thereof may only be repaid in kind by way of such Converted Loans (and may not be repaid in cash); and/or

(b) payment in kind:

(i) (in respect of Non-CPF Loans and their Related Security) where the Seller and the Intercompany Loan Provider are the same entity and the sale of the relevant Non-CPF Loans and their Related Security has not been perfected, by the reassignment, release and surrender of the Covered Bond Guarantor's rights, estate, title, interests, benefits and remedies to such Non-CPF Loans and their Related Security such that they vest completely in favour of the Intercompany Loan Provider and (ii) (in respect of CPF Loans and their Related Security) where the Assets Trustee and the Intercompany Loan Provider are the same entity and the Covered Bond Guarantee Beneficiary has not surrendered its beneficial interest in such CPF Loans and their Related Security to the Intercompany Loan Provider, by the Covered Bond Guarantee Beneficiary directing the Assets Trustee to accept

the surrender of its beneficial interest in the relevant CPF Loans and their Related Security (which are subject to an Assets Trust) such that they vest completely in favour of the Assets Trustee in its capacity as the Intercompany Loan Provider (and, “in kind” shall be construed accordingly depending on whether the relevant Loans are Non-CPF Loans or CPF Loans);

(II) if the legal title to the relevant Loans and their Related Security has been transferred to (in respect of Non-CPF Loans) the Covered Bond Guarantor or, as the case may be, (in respect of CPF Loans) the Replacement Assets Trustee, by transferring such Loans and their Related Security to the Intercompany Loan Provider (provided all relevant consents required thereto are obtained); and/or

(III) by transferring Authorised Investments and/or Substitution Assets (other than cash);

Demand Loan Repayment Date

The Covered Bond Guarantee Payment Date immediately following the delivery of the Demand Loan Repayment Notice, or, in the case of service of a Notice to Pay or a Covered Bond Guarantor Acceleration Notice, the Covered Bond Guarantee Payment Date following the date on which the Asset Percentage was fixed;

Demand Loan Repayment Event

- (i) an Interest Rate Swap Agreement has been entered into and the Intercompany Loan Provider (in its capacity as the Interest Rate Swap Provider) is required to novate the Interest Rate Swap Agreement to a third party; or
- (ii) the Intercompany Loan Agreement is terminated;

Demand Loan Repayment Notice

The notice, in the form or substantially in the form set out in the Intercompany Loan Agreement, to be delivered upon the Covered Bond Guarantor being required to repay all or part of the Demand Loan;

Direct Participants

The meaning given in “*Clearing and Settlement — The Clearing Systems — DTC*”;

Distribution

Any distribution made by the Assets Trustee from the Trust Assets in consideration of the surrender by the Covered Bond Guarantee Beneficiary of its interest in the relevant CPF Loans and its Related Security (and any related Top-up Loans) (and includes any distribution of Principal Receipts, Revenue Receipts and Top-up Receipts by the Assets Trustee to the Covered Bond Guarantee Beneficiary pursuant to the terms of the Declaration of Assets Trust);

Dodd-Frank Act

The Dodd-Frank Wall Street Reform and Consumer Protection Act of 2010;

DTC	The Depository Trust Company;
DTC Covered Bonds	Each series of Covered Bonds cleared through the DTC;
DTC Paying Agent	The Bank of New York Mellon or any successor appointed as DTC Paying Agent under the Programme pursuant to the relevant Agency Agreement;
Due for Payment	<p>The requirement by the Covered Bond Guarantor to pay any Guaranteed Amounts following the delivery of a Notice to Pay on the Covered Bond Guarantor:</p> <p>(a) prior to the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice, on the later of:</p> <ul style="list-style-type: none"> (i) the date on which the Scheduled Payment Date in respect of such Guaranteed Amounts is reached, or, if later, the day which is two Business Days following service of a Notice to Pay on the Covered Bond Guarantor in respect of such Guaranteed Amounts or if the applicable Pricing Supplement specified that an Extended Due for Payment Date is applicable to the relevant Series of Covered Bonds, the Interest Payment Date (as set out in the applicable Pricing Supplement) that would have applied if the Maturity Date of such Series of Covered Bonds had been the Extended Due for Payment Date or such other Interest Payment Date(s) specified in the applicable Pricing Supplement (the “Original Due for Payment Date”); and (ii) in relation to any Guaranteed Amounts in respect of the Final Redemption Amount payable on the Maturity Date for a Series of Covered Bonds only, the Extended Due for Payment Date, but only (A) if in respect of the relevant Series of Covered Bonds the Covered Bond Guarantee is subject to an Extended Due for Payment Date pursuant to the terms of the applicable Pricing Supplement and (B) to the extent that the Covered Bond Guarantor having received a Notice to Pay no later than the date falling one Business Day prior to the Extension Determination Date does not pay Guaranteed Amounts equal to the Final Redemption Amount in respect of such Series of Covered Bonds by the Extension Determination Date because the Covered Bond Guarantor has insufficient monies available under the Guarantee Priority of Payments to pay such Guaranteed Amounts in full on the earlier of (1) the date which falls two Business Days after service of such Notice to Pay on the Covered Bond Guarantor or,

if later, the Maturity Date (or, in each case, after the expiry of the grace period set out in Condition 9(b)(i)) under the terms of the Covered Bond Guarantee or (2) the Extension Determination Date,

or, if, in either case, such day is not a Business Day, the next following Business Day. For the avoidance of doubt, Due for Payment does not refer to any earlier date upon which payment of any Guaranteed Amounts may become due under the guaranteed obligations, by reason of prepayment, acceleration of maturity, mandatory or optional redemption or otherwise save as provided in paragraph (b) below; or

(b) following the occurrence of a Covered Bond Guarantor Event of Default, the date on which a Covered Bond Guarantor Acceleration Notice is served on the Issuer and the Covered Bond Guarantor;

D-SIB

Domestic systemically important bank;

Earliest Maturing Covered Bonds

At any time, the Series of the Covered Bonds (other than any Series which is fully collateralised by amounts standing to the credit of the Transaction Account) that has or have the earliest Maturity Date as specified in the applicable Pricing Supplement (ignoring any acceleration of amounts due under the Covered Bonds prior to the occurrence of a Covered Bond Guarantor Event of Default);

Early Redemption Amount

The Early Redemption Amount specified in the applicable Pricing Supplement;

Early Repayment Charge

Any charge or fee, including, without limitation, prepayment penalty, legal fee subsidy claw back, insurance premium claw back, which the Mortgage Conditions applicable to a Loan require the relevant Borrower or the relevant Mortgagor (as the case may be) to pay in the event that all or part of that Loan is repaid before a certain date;

Early Repayment Charge Receipts

An amount equal to sums received by the Covered Bond Guarantor from time to time in respect of Early Repayment Charges;

Eligibility Criteria

The requirement that each Loan:

- (a) is originated and booked after 1 January 2008;
- (b) is denominated and repayable in SGD;
- (c) is a mortgage loan which has been fully drawn (and where the Borrower or the Mortgagor (as the case may be) has no right to re-borrow any amount prepaid or repaid);
- (d) is secured by a mortgage over a residential property situated in Singapore and (1) title of the Mortgagor to such residential property must (i) have been separately issued and (ii) not be comprised in lease(s) granted by

HDB, the Jurong Town Corporation or such other authorities/vendors as lessor, whereby consent of such lessor and/or such other relevant third party is required for the sale of such residential property or for the creation, assignment or transfer of such mortgage and (2) (if applicable) the leasehold interest of the Mortgagor in such residential property must not be for a term of less than 20 years after the latest maturity date of the relevant Loans secured by that Mortgage;

- (e) is repayable by the relevant Borrower and/or the relevant Mortgagor within 40 years of the relevant Closing Date;
- (f) has a True Balance not greater than SGD 4,000,000;
- (g) is a loan under which the Borrower or the Mortgagor (as the case may be) has made at least one monthly payment in respect thereof;
- (h) is not in arrears for more than 30 days;
- (i) is not a construction loan which has not been fully drawn down, renovation loan, overdraft or such other revolving facility;
- (j) is secured by a mortgage that constitutes a first ranking mortgage, save for (i) any charge registered or notified by the CPF Board in respect of the withdrawal of funds from the Mortgagor's account(s) with the CPF Board, (ii) any statutory charge in favour of the tax authority in respect of unpaid property tax, (iii) any charge registered in favour of the relevant management corporation of the estate comprising the Property in respect of unpaid amounts or contributions, (iv) any statutory charge in favour of the tax authority in respect of unpaid Estate Duty (where applicable) and (v) any other charges arising under any written law; and
- (k) is not a Staff Mortgage Loan;

Eligible Asset Monitor

An asset monitor which satisfies the requirements as set out in the Asset Monitor Agreement which are broadly as follows:

- (i) is qualified to be an auditor under the Companies Act; and
- (ii) is approved as an accounting limited liability partnership for the purposes of the Accountants Act 2004 of Singapore, as amended, and any regulations made pursuant to it;

English Security Trust Deed

The English security trust deed (as amended, restated, supplemented or novated from time to time) dated on or about 9 March 2022 and made among the Covered Bond Guarantor, the Assets Trustee, the Covered Bond Guarantee Beneficiary, the Seller, the Issuer, the

	Intercompany Loan Provider, the Ancillary Intercompany Loan Provider, the Subordinated Loan Provider, the Servicer, the Account Bank, the Cash Manager, the Covered Bond Swap Provider, the Interest Rate Swap Provider(s) (if any), the Corporate Services Provider, the Agents, the Bond Trustee and the Security Trustee;
Establishment Deed	The deed dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made among the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Seller, the Assets Trustee, the Servicer, the Cash Manager, the Bond Trustee and the Security Trustee;
Estate Duty	The estate duty leviable under the Estate Duty Act;
Estate Duty Act	Estate Duty Act 1929 of Singapore;
Euroclear	Euroclear Bank SA/NV;
Excess Proceeds	Monies received (following the occurrence of an Issuer Event of Default and delivery of an Issuer Acceleration Notice) by the Bond Trustee from the Issuer or any liquidator, receiver (including receiver and manager), administrator, trustee, judicial manager or similar official that is appointed in relation to the Issuer or its assets or undertaking;
Exchange Act	U.S. Securities Exchange Act of 1934, as amended;
Exchange Agent	The Bank of New York Mellon, London Branch in respect of each Series of Covered Bonds (other than CMU Covered Bonds, CDP Covered Bonds and DTC Covered Bonds), The Bank of New York Mellon, Singapore Branch in respect of each Series of CDP Covered Bonds, The Bank of New York Mellon, Hong Kong Branch in respect of each Series of CMU Covered Bonds and The Bank of New York Mellon in respect of each Series of DTC Covered Bonds each in its capacity as exchange agent (which expression shall include any successor exchange agent);
Excluded Swap Termination Amount	In relation to a Swap Agreement, an amount equal to the amount of any termination payment due and payable (a) to the relevant Swap Provider as a result of a Swap Provider Default with respect to such Swap Provider or (b) to the relevant Swap Provider following a Swap Provider Downgrade Event with respect to such Swap Provider;
Extended Due for Payment Date	In relation to any Series of Covered Bonds, the date, if any, specified as such in the applicable Pricing Supplement to which the payment of all or (as applicable) part of the Final Redemption Amount payable on the Maturity Date will be deferred in the event that the Final Redemption Amount is not paid in full on the Maturity Date or the Extension Determination Date;

Extension Determination Date	In respect of a Series of Covered Bonds, the date falling two Business Days after the expiry of 14 days starting on (and including) the Maturity Date of such Series of Covered Bonds;
Extraordinary Resolution	A resolution of the Covered Bondholders passed as such under the terms of the Trust Deed;
FATCA	Means: <ul style="list-style-type: none"> (a) Sections 1471 to 1474 of the Code or any associated regulations; (b) any treaty, law or regulation of any other jurisdiction, or relating to an intergovernmental agreement between the U.S. and any other jurisdiction which (in either case) facilitates the implementation of any law or regulation referred to in paragraph (a) above; or (c) any agreement pursuant to the implementation of any treaty, law or regulation referred to in paragraphs (a) or (b) above with the U.S. IRS, the U.S. government or any governmental or taxation authority in any other jurisdiction;
Final Redemption Amount	The final redemption amount specified in the applicable Pricing Supplement;
First Closing Date	The date on which the Initial Portfolio is sold to the Covered Bond Guarantor pursuant to the Mortgage Sale Agreement and the Declaration of Assets Trust;
Fitch	Fitch Australia Pty Limited or Fitch Ratings Ltd., and their affiliates and successors, as the case may be;
Fixed Rate Covered Bonds	Covered Bonds to which the Fixed Rate Covered Bond Provisions apply in accordance with the relevant Pricing Supplement;
Floating Rate Covered Bonds	Covered Bonds to which the Floating Rate Covered Bond Provisions apply in accordance with the relevant Pricing Supplement;
GST	Any goods and services tax payable pursuant to the Goods and Services Tax Act 1993 of Singapore, and the regulations gazetted thereunder, as amended from time to time;
Guarantee Loan	The guarantee loan portion of the Intercompany Loan;
Guarantee Priority of Payments	The meaning given in the section " <i>Cashflows and Priorities of Payment — Allocation and Distribution of Monies following Service of a Notice to Pay</i> ";
Guaranteed Amounts	Prior to the service of a Covered Bond Guarantor Acceleration Notice, with respect to any Original Due for Payment Date or, if applicable, any Extended Due for Payment Date, the sum of Scheduled Interest and Scheduled Principal, in each case, payable on that Original Due for Payment Date or, if applicable, any Extended Due

	for Payment Date, or after service of a Covered Bond Guarantor Acceleration Notice, an amount equal to the relevant Early Redemption Amount as specified in the Conditions plus all accrued and unpaid interest and all other amounts due and payable in respect of the Covered Bonds, including all Excluded Scheduled Interest Amounts, all Excluded Scheduled Principal Amounts (whenever the same arose) and all amounts payable by the Covered Bond Guarantor under the Trust Deed;
Guidelines	Guidelines on Corporate Governance for Financial Holding Companies, Banks, Direct Insurers, Reinsurers and Captive Insurers which are Incorporated in Singapore (dated 3 April 2013) comprising the Code of Corporate Governance 2012 for companies listed on the SGX-ST and supplementary principles and guidelines from the MAS;
Hard Bullet Covered Bonds	Covered Bonds which are scheduled to be redeemed in full on their relevant Maturity Date without any provision for scheduled redemption other than on the Maturity Date;
HDB	The Housing and Development Board of Singapore established under Section 3 of the Housing and Development Act 1959 of Singapore;
HKMA	The Monetary Authority appointed pursuant to Section 5A of the Exchange Fund Ordinance (Cap. 66 of the laws of Hong Kong) or its successors;
ICAAP	Internal Capital Adequacy Assessment Process;
Income Tax Act	Income Tax Act 1947 of Singapore;
Indexed Valuation	At any date in relation to a Property; <ul style="list-style-type: none"> (a) where the Valuation of that Property is equal to or greater than the Reference Indexed Valuation as at that date, the Reference Indexed Valuation; or (b) where the Valuation of that Property is less than the Reference Indexed Valuation as at that date, the Valuation plus 85% of the difference between the Valuation and the Reference Indexed Valuation;
Indirect Participants	The meaning given in the section " <i>Clearing and Settlement — The Clearing Systems — DTC</i> ";
Initial Advance	In respect of any loan, the original principal amount (together with the amount of any retention) advanced by the Seller to the relevant Borrower and/or relevant Mortgagor;
Initial Demand Loan Repayment Notice	The meaning given in the section " <i>Summary of the Principal Documents – Intercompany Loan Agreement – Repayment of the Demand Loan</i> ";
Initial Portfolio	The Loans and their Related Security, particulars of which will be delivered on the First Closing Date pursuant to the Mortgage Sale Agreement and the Declaration of Assets Trust (other than any Loans and their Related Security

which have been redeemed in full prior to the First Closing Date), and includes all rights, estate, title, interests, benefits and remedies of the Seller in and to:

- (a) all payments of principal and interest (including, for the avoidance of doubt, all Accrued Interest, Arrears of Interest, Capitalised Interest and Capitalised Expenses) (but excluding Accrued Interest and Arrears of Interest as at the First Closing Date) and other sums due or to become due in respect of such Loans and Related Security including, without limitation, the right to demand, sue for, recover and give receipts for all principal monies, interest and costs and the right to sue on all covenants and any undertakings made or expressed to be made in favour of the Seller under the applicable Mortgage Conditions;
- (b) subject where applicable to the subsisting rights of redemption of Borrowers and/or the Mortgagors (as the case may be), any collateral security for the repayment of the relevant Loans;
- (c) the right to exercise all the powers of the Seller in relation thereto;
- (d) all the estate and interest in the Properties vested in the Seller; and
- (e) the proceeds of all claims made by or on behalf of the Seller or to which the Seller is entitled any Insurance Policy in relation to any such Loan;

Insolvency Event

In respect of the Seller, the Assets Trustee, the Servicer, the Covered Bond Guarantor or the Cash Manager:

- (a) an order is made or an effective resolution passed for the winding-up of the relevant entity;
- (b) the relevant entity stops or threatens to stop payment to its creditors generally or the relevant entity ceases or threatens to cease to carry on its business or substantially the whole of its business;
- (c) an encumbrancer takes possession or a receiver, judicial manager, administrative receiver or other similar officer is appointed to the whole or any material part of the undertaking, property and assets of the relevant entity or a distress, diligence or execution is levied or enforced upon or sued out against the whole or any material part of the chattels or property of the relevant entity and, in the case of any of the foregoing events, is not discharged within 30 days; or
- (d) the relevant entity is unable to pay its debts as they fall due;

Insurance Policy

Any insurance policy in favour of the Seller in relation to the Loans and any endorsements or extensions thereto as

	issued from time to time (and Insurance Policies shall be construed accordingly);
Intercompany Loan	All Advances made by the Intercompany Loan Provider to the Covered Bond Guarantor under the Intercompany Loan Agreement;
Intercompany Loan Agreement	The loan agreement dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made between the Intercompany Loan Provider, the Assets Trustee, the Cash Manager, the Servicer, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Security Trustee;
Intercompany Loan Facility Amount	SGD 20,000,000,000 or such other amount as the Intercompany Loan Provider and the Covered Bond Guarantor (at the direction of the Cash Manager) may agree from time to time;
Intercompany Loan Ledger	The ledger of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement to record all payments of interest and repayments of principal on each of the Advances under the Intercompany Loan;
Intercompany Loan Provider	DBS Bank;
Interest Payment Date	Such date(s) as may be specified in the applicable Pricing Supplement in accordance with the Conditions;
Interest Rate Swap	The interest rate swap transaction (if any) governed by an Interest Rate Swap Agreement;
Interest Rate Swap Agreement	Each agreement (if any) between the Covered Bond Guarantor and an Interest Rate Swap Provider (if any) governing the Interest Rate Swap (if any) entered into with such Interest Rate Swap Provider in the form of an ISDA Master Agreement, including a schedule, a credit support annex and confirmation in relation to such Interest Rate Swap;
Interest Rate Swap Early Termination Event	The meaning given in the section “ <i>Summary of the Principal Documents — Interest Rate Swap Agreement</i> ”;
Interest Rate Swap Provider	An interest rate swap provider (if any) under the relevant Interest Rate Swap(s) (if any) under the relevant Interest Rate Swap Agreement (if any) together with any successor interest rate swap provider thereto;
Investment Company Act	The United States Investment Company Act of 1940, as amended;
Investments Ledger	The ledger maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement in respect of Authorised Investments and Substitution Assets acquired and disposed of by or on behalf of the Covered Bond Guarantor;

Investor Report	The monthly report made available to the Covered Bondholders, the Security Trustee, the Bond Trustee and the Rating Agencies detailing, <i>inter alia</i> , compliance with the Asset Coverage Test and which are posted on the Issuer's website at https://www.dbs.com ;
IRRBB	Interest rate risk in the banking book;
ISDA	International Swaps and Derivatives Association, Inc.;
ISDA Definitions	2006 ISDA Definitions, as published by ISDA;
ISDA Master Agreement	The 1992 ISDA Master Agreement (Multicurrency Cross Border), as published by ISDA;
Issue Date	Each date on which the Issuer issues Covered Bonds to the Covered Bondholders;
Issuer	DBS Bank;
Issuer Acceleration Notice	The meaning given in Condition 9(a);
Issuer Event of Default	Section 1.01 The meaning given in Condition 9(a);
Issuing and Paying Agent	The Bank of New York Mellon, London Branch in respect of each Series of Covered Bonds (other than CMU Covered Bonds, CDP Covered Bonds and DTC Covered Bonds), The Bank of New York Mellon, Singapore Branch in respect of each Series of CDP Covered Bonds, The Bank of New York Mellon, Hong Kong Branch in respect of each Series of CMU Covered Bonds and The Bank of New York Mellon in respect of each Series of DTC Covered Bonds (or such other Issuing and Paying Agent as may be appointed from time to time under the Agency Agreement);
Land Acquisition Act	Land Acquisition Act 1966 of Singapore;
Land Titles Registry	The Land Titles Registry of the Singapore Land Authority established under the Land Titles Act and administered by the Registrar of Titles;
Land Titles Act	Land Titles Act 1993 of Singapore, and shall include where applicable the Land Titles (Strata) Act;
Land Titles (Strata) Act	Land Titles (Strata) Act 1967 of Singapore;
LCR	Liquidity coverage ratio;
Ledger	Each of the Revenue Ledger, the Principal Ledger, the Pre-Maturity Liquidity Ledger, the Accrued Payments Ledger, the Subordinated Loan Ledger, the Intercompany Loan Ledger, the Ancillary Intercompany Loan Ledger, the Investments Ledger, the Payment Ledger, the Reserve Ledger, the Covered Bond Guarantee Retained Amount Ledger, the Swap Collateral Account Ledger and the Assets Trust Ledger;
Lending Criteria	The lending criteria of the Seller from time to time, or such other criteria as would be acceptable to a Reasonable, Prudent Mortgage Lender;

Loan Account	The loan account in the Seller's records relating to one or more loans secured by a Mortgage;
Loan Agreement	In relation to a Loan, the loan agreement (including, without limitation, the relevant letter of offer and the relevant letter of variation) entered into between the relevant Borrower, the relevant Mortgagor (if different from the relevant Borrower) and the Seller, as revised, amended, restated, supplemented, superseded or novated from time to time;
Loan Files	The file or files relating to each Loan (including files kept in microfiche format or similar electronic data retrieval system or the substance of which is transcribed and held on an electronic data retrieval system) containing, <i>inter alia</i> , the application form, the Loan Agreement, the Valuation Report (if applicable) and, to the extent available, the solicitor's Report on Title, relevant to that Loan;
Loan Repurchase Notice	A notice in substantially the form set out in the Mortgage Sale Agreement served in accordance with the terms of the Mortgage Sale Agreement or (as the case may be) the Declaration of Assets Trust;
Loans	(i) CPF Loans and (ii) Non-CPF Loans, and each a Loan;
LTV	Loan-to-value;
LTV Adjusted True Balance	The meaning given in the section " <i>Summary of the Principal Documents — Establishment Deed — Asset Coverage Test</i> ";
MAS	The Monetary Authority of Singapore established under Section 3 of the MAS Act;
MAS Act	Monetary Authority of Singapore Act 1970 of Singapore;
MAS Notice 612	MAS Notice 612 on Credit Files, Grading and Provisioning;
MAS Notice 613	MAS Notice 613 on Minimum Liquid Assets;
MAS Notice 632	MAS Notice 632 on Residential Property Loans;
MAS Notice 637	MAS Notice 637 on Risk Based Capital Adequacy Requirements for Banks Incorporated in Singapore;
MAS Notice 639	MAS Notice 639 on Exposures to Single Counterparty Groups;
MAS Notice 643	MAS Notice 643 on Transactions with Related Parties;
MAS Notice 648	MAS Notice 648 on the Issuance of Covered Bonds by Banks incorporated in Singapore;
MAS Notice 649	MAS Notice 649 on Minimum Liquid Assets and Liquidity Coverage Ratio;
MAS Notice 651	MAS Notice 651 on Liquidity Coverage Ratio Disclosure;
MAS Notice 758	MAS Notice 758 on Minimum Cash Balance;
Master Definitions Agreement	The master definitions agreement dated 16 June 2015 (as amended, restated, supplemented or novated from time to

	time) and made among the parties to the Transaction Documents;
Maturity Date	The Interest Payment Date on which each Series of Covered Bonds will be redeemed at their nominal amount then outstanding in accordance with the Conditions;
Minimum Cash Amount	The minimum amount to be paid in cash by the borrower;
Misrepresentation Act	Misrepresentation Act 1967 of Singapore;
Moneylenders Act	Moneylenders Act 2008 of Singapore, as amended, and any regulations made pursuant to it;
Monthly Payment Date	In relation to a Loan, the date in each month on which the relevant Borrower or the relevant Mortgagor (as the case may be) is required to make a payment of interest and, if applicable, principal for that Loan, as required by the applicable Mortgage Conditions;
Moody's	Moody's Investors Service Limited, and its affiliates and successors, as the case may be;
Mortgage	In relation to any Loan, each first charge by way of legal mortgage (save for (a) any charge registered or notified by the CPF Board in respect of the withdrawal of CPF Funds from the relevant Mortgagor's account(s) maintained with the CPF Board, (b) any statutory charge in favour of the tax authority in respect of unpaid property taxes, (c) any charge registered in favour of the relevant management corporation in connection with the Property in respect of unpaid amounts or contributions, (d) any statutory charge in favour of the tax authority in respect of unpaid estate duty leviable under the Estate Duty Act (where applicable) and (e) any other changes arising under any written law) which secures the repayment of the relevant Loan and includes the Mortgage Conditions applicable to it;
Mortgage Conditions	All the terms and conditions applicable to a Loan, including, without limitation, those set out in the Seller's relevant standard terms and conditions and the Seller's relevant general conditions each as varied from time to time by the relevant Loan Agreement and the relevant Mortgage Instrument;
Mortgage Instrument	In respect of any Mortgage, the instrument of mortgage in the form approved by the Registrar of Titles and registered with the Land Titles Registry under the provisions of the Land Titles Act, creating that Mortgage;
Mortgage Sale Agreement	The mortgage sale agreement dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made among the Seller, the Covered Bond Guarantor, the Assets Trustee, the Covered Bond Guarantee Beneficiary, the All Monies Trustee and the Security Trustee;

Mortgagee	In respect of any Mortgage, the person named and described as the mortgagee/bank in the relevant Mortgage Instrument for the time being entitled to exercise the rights of the mortgagee/bank under that Mortgage;
Mortgagor	In relation to a Loan, the individual or individuals named and described as the mortgagor in the relevant Mortgage Instrument together with the individual or individuals (if any) from time to time assuming an obligation to repay such Loan or any part of it;
New Loan Types	New types of mortgage loans originated or acquired by the Seller which are secured by first-ranking mortgages over residential properties situated in Singapore, and which the Seller intends to transfer to the Covered Bond Guarantor, the terms and conditions of which are materially different (in the opinion of the Seller, acting reasonably) from the Loans comprised in the Initial Portfolio. For the avoidance of doubt, a mortgage loan will not constitute a New Loan Type if it differs from the Loans comprised in the Initial Portfolio due to it having different interest rates and/or interest periods and/or time periods for which it is subject to a fixed rate, capped rate, tracker rate or any other interest rate or the benefit of any discounts, cash-backs and/or rate guarantees;
New Loans	Loans, other than the Loans comprised in the Initial Portfolio, which the Seller may sell to the Covered Bond Guarantor pursuant to the Mortgage Sale Agreement or contribute as new Trust Assets pursuant to the Declaration of Assets Trust (as the case may be), after the First Closing Date;
New Portfolio	The portfolio of New Loans and their Related Security (other than any New Loans and their Related Security which have been redeemed in full prior to the Closing Date or which do not otherwise comply with the terms of the Mortgage Sale Agreement or (as the case may be) the Declaration of Assets Trust as at the Closing Date), particulars of which are set out in the relevant New Portfolio Notice or in a document stored upon electronic media, and all rights, estate, title, interests, benefits and remedies of the Seller in and to the rights and assets set out in paragraphs (a) to (e) in the definition of Initial Portfolio;
New Portfolio Notice	A notice in the form set out in the Mortgage Sale Agreement subject to any amendment as may be agreed among the parties thereto served in accordance with the terms of the Mortgage Sale Agreement or (as the case may be) the Declaration of Assets Trust;
Non-CPF Loan	(a) All loans granted by the Seller to a Borrower or a Mortgagor (as the case may be) which are secured by

the same Mortgage over a Property, in each case, in respect of which:

- (i) there is no CPF Withdrawal Approval; and
 - (ii) such Borrower or Mortgagor (as the case may be) has not indicated to the Seller prior to the Closing Date in respect of such loans that he intends to utilise CPF Funds in connection with the Property; or
- (b) all loans granted by the Seller to a Borrower or a Mortgagor (as the case may be) which are secured by the same Mortgage over a Property, in respect of which:
- (i) the CPF Withdrawal Approval has been obtained prior to the Closing Date in respect of such loans, or where such Borrower or Mortgagor (as the case may be) has indicated to the Seller prior to the Closing Date in respect of such loans that he intends to utilise CPF Funds in connection with the Property; and
 - (ii) the CPF Board's consent to the transfer or assignment of the Mortgage over such Property securing such loans is not required (as at the Closing Date in respect of such loans) in order for the Covered Bond Guarantor and any transferee of such Mortgage (as may be contemplated under the terms of the Transaction Documents) to be accorded the priority of payments over the CPF Board in relation to the application of any proceeds from the realisation of such Property; or
- (c) all loans granted by the Seller to a Borrower or a Mortgagor (as the case may be) which are secured by the same Mortgage over a Property, in respect of which:
- (i) the CPF Withdrawal Approval has been obtained prior to the Closing Date in respect of such loans, or where such Borrower or Mortgagor (as the case may be) has indicated to the Seller prior to the Closing Date in respect of such loans that he intends to utilise CPF Funds in connection with the Property; and
 - (ii) the CPF Board's consent to the transfer or assignment of the Mortgage over such Property securing such loans is required (and such CPF Board's consent is obtained prior to the Closing Date in respect of such loans) in order for the Covered Bond Guarantor and any transferee of such Mortgage (as may be contemplated under the terms of the Transaction Documents) to be

accorded the priority of payments over the CPF Board in relation to the application of any proceeds from the realisation of such Property,

which, in each case, is sold and assigned by the Seller to the Covered Bond Guarantor from time to time under the terms of the Mortgage Sale Agreement and is purchased by the Covered Bond Guarantor, and comprises the aggregate of all principal sums, interest, costs, charges, expenses and other monies due or owing with respect to or apportioned to that loan under the relevant Mortgage Conditions by a Borrower or a Mortgagor (as the case may be) on the security of the Mortgage over such Property from time to time outstanding, or, as the context may require, the Borrower's or the Mortgagor's obligations in respect of the same but excluding any loan which is repurchased by the Seller or otherwise sold by the Covered Bond Guarantor and no longer beneficially owned by it. For the avoidance of doubt, no loan referred to under limbs (a), (b) and (c) above shall be construed or deemed to be a Top-up Loan. Converted Loans shall be deemed to continue to be Non-CPF Loans, subject to certain provisions of the Transaction Documents dealing with such Converted Loans only;

Non-CPF Loans Repurchase Completion Date

A date on or before the second Covered Bond Guarantee Payment Date falling after the relevant date of completion of any repurchase by the Seller of any Non-CPF Loans and their Related Security (and any related Top-up Loans);

Notice of Trust Assets

A notice in substantially the form set out in the Declaration of Assets Trust;

Notice to Pay

The meaning given in Condition 9(a);

NPAs

Non-performing assets;

NPL

Non-performing loan;

NPL ratio

Ratio of NPLs to total non-bank loans;

NSFR

Net stable funding ratio;

Offering Circular

This offering circular;

OID

The meaning given in the section "*Taxation*";

Original Due for Payment Date

The meaning given in paragraph (a)(i) of the definition of Due for Payment;

outstanding

In relation to the Covered Bonds, all the Covered Bonds issued except (a) those that have been redeemed in accordance with the Conditions, (b) those in respect of which the date for redemption has occurred and the redemption monies (including all interest accrued on such Covered Bonds to the date for such redemption and any interest payable after such date) have been duly paid to the Bond Trustee or to the Issuing and Paying Agent as provided in the Trust Deed and remain available for payment against presentation and surrender of Covered Bonds,

Certificates, Receipts and/or Coupons, as the case may be, (c) those that have become void or in respect of which claims have become prescribed, (d) those that have been purchased and cancelled as provided in the Conditions, (e) those mutilated or defaced Bearer Covered Bonds that have been surrendered in exchange for replacement Bearer Covered Bonds, (f) (for the purpose only of determining how many Covered Bonds are outstanding and without prejudice to their status for any other purpose) those Bearer Covered Bonds alleged to have been lost, stolen or destroyed and in respect of which replacement Covered Bonds have been issued and (g) any Temporary Global Covered Bond to the extent that it shall have been exchanged for a Permanent Global Covered Bond and any Global Covered Bond to the extent that it shall have been exchanged for one or more Definitive Covered Bonds, in either case pursuant to its provisions, *provided that* for the purposes of (1) ascertaining the right to attend and vote at any meeting of the Covered Bondholders, (2) the determination of how many Covered Bonds are outstanding for the purposes of Conditions 9 (*Event of Default*) and 10 (*Meetings of Covered Bondholders, Modification and Waiver*) and the Trust Deed, and (3) the exercise of any discretion, power or authority that the Bond Trustee is required, expressly or impliedly, to exercise in or by reference to the interests of the Covered Bondholders, those Covered Bonds that are beneficially held by or on behalf of the Issuer, the Issuer's affiliates or the Covered Bond Guarantor and not cancelled shall (unless no longer so held) be deemed not to remain outstanding;

Paying Agents

The Issuing and Paying Agent, the CMU Lodging and Paying Agent, the CDP Paying Agent, the DTC Paying Agent and such further or other Paying Agent or Agents as may be appointed from time to time under the Agency Agreement);

Payment Ledger

The ledger on the Transaction Account of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement to record the credits and debits of the Available Revenue Receipts and Available Principal Receipts for application in accordance with the relevant Priority of Payments;

Perfection Events

(a) the occurrence of an Issuer Event of Default and service on the Issuer of an Issuer Acceleration Notice and the service on the Covered Bond Guarantor of a Notice to Pay (or, if earlier, following the occurrence of a Covered Bond Guarantor Event of Default and service of a Covered Bond Guarantor Acceleration Notice) except that submission or delivery in respect of Selected Loans described in a Selected Loans Offer Notice is not required if the Seller has notified the

Covered Bond Guarantor that it will accept the offer set out in the Selected Loans Offer Notice within the prescribed time;

- (b) in respect of Selected Loans only, at the request of the Covered Bond Guarantor following the acceptance of any offer to sell the Selected Loans to any Purchaser who is not the Seller;
- (c) the Seller and/or the Covered Bond Guarantor being required: (i) by law; (ii) by an order of a court of competent jurisdiction; (iii) by a regulatory authority which has jurisdiction over the Seller; or (iv) by any organisation of which the Seller is a member, or whose members comprise, but are not necessarily limited to, mortgage lenders and with whose instructions it is customary for the Seller to comply, to transfer legal title to the Non-CPF Loans;
- (d) the occurrence of an Insolvency Event in respect of the Seller;
- (e) the termination or resignation of the Seller as Servicer under the Servicing Agreement unless:
 - (i) at the relevant date of termination or resignation, any substitute servicer is a member of the DBS Bank Group; or
 - (ii) the Security Trustee otherwise consents (such consent to be given if a Rating Agency Confirmation has been delivered by the Issuer to the Covered Bond Guarantor and the Security Trustee in respect of the termination or resignation of the Seller as Servicer);
- (f) the Seller requesting a transfer of legal title (i) to the Covered Bond Guarantor or (ii) (where applicable) the Relevant Purchaser, by giving notice in writing to the Covered Bond Guarantor and the Security Trustee; or
- (g) the Seller's long-term unsecured and unsubordinated debt obligations cease to be rated at least Baa3 by Moody's or BBB- by Fitch;

Portfolio

The Initial Portfolio and each New Portfolio acquired by the Covered Bond Guarantor;

Post-Enforcement Priority of Payments

The meaning given in the section "*Cashflows and Priorities of Payments — Post-Enforcement Priority of Payments*";

Potential Covered Bond Guarantor Event of Default

An event or circumstance that could with the giving of notice, lapse of time, issue of a certificate and/or fulfilment of any other requirement provided for in Condition 9(b) become a Covered Bond Guarantor Event of Default;

Potential Issuer Event of Default

An event or circumstance which could with the giving of notice, lapse of time, issue of a certificate and/or fulfilment

	of any other requirement provided for in Condition 9(a) become an Issuer Event of Default;
Pre-Acceleration Principal Priority of Payments	The meaning given in the section “ <i>Cashflows and Priorities of Payments — Allocation and Distribution of Available Principal Receipts prior to service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice, a Notice to Pay or a Covered Bond Guarantor Acceleration Notice or following revocation of an Asset Coverage Test Breach Notice</i> ”;
Pre-Acceleration Revenue Priority of Payments	The meaning given in the section “ <i>Cashflows and Priorities of Payments — Allocation and Distribution of Available Revenue Receipts prior to service on the Covered Bond Guarantor of an Asset Coverage Test Breach Notice, a Notice to Pay or a Covered Bond Guarantor Acceleration Notice or following revocation of an Asset Coverage Test Breach Notice</i> ”;
Pre-Maturity Liquidity Ledger	The ledger on the Transaction Account of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement to record the credits and debits of monies available to repay any series of Hard Bullet Covered Bonds on the Maturity Date thereof if the Pre-Maturity Test has been breached;
Pre-Maturity Test	The meaning given in the section “ <i>Credit Structure including Asset Tests — Pre-Maturity Liquidity</i> ”;
Pre-Maturity Test Date	Each Singapore Business Day prior to the occurrence of an Issuer Event of Default or the occurrence of a Covered Bond Guarantor Event of Default;
Principal Ledger	The ledger on the Transaction Account of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement to record the credits and debits of Principal Receipts in accordance with the terms of the Establishment Deed;
Principal Receipts	<ul style="list-style-type: none"> (a) Principal repayments under the Loans (including payments of arrears, Capitalised Interest and Capitalised Expenses); (b) recoveries of principal from defaulting Borrowers and/or Mortgagors (as the case may be) under Loans being enforced (including the proceeds of sale of the relevant Property); (c) any payment pursuant to any insurance policy in respect of a Property in connection with a Loan in the Portfolio; and

(d) the proceeds, if any, of the repurchase of any Loan by the Seller from the Covered Bond Guarantor pursuant to the Mortgage Sale Agreement and the Declaration of Assets Trust (excluding, for the avoidance of doubt, amounts attributable to Accrued Interest and Arrears of Interest thereon as at the relevant repurchase date),

and, for the avoidance of doubt, excludes all payments in respect of All Monies Trust Property which the Seller is entitled to, principal amounts referred to in the Intercompany Loan Agreement and principal repayments in respect of Top-up Loans. Principal repayments in respect of Demand Loan Repayment Assets and Top-up Loans shall not constitute Available Principal Receipts;

Priorities of Payments

The Post-Enforcement Priority of Payments, the Guarantee Priority of Payments, the Pre-Acceleration Revenue Priority of Payments and the Pre-Acceleration Principal Priority of Payments (each a “**Priority of Payment**”);

Programme

The USD 10,000,000,000 Covered Bond programme established by, or otherwise contemplated in, the Programme Agreement and the Trust Deed;

Programme Agreement

The agreement dated the Programme Date (as amended, restated, supplemented or novated from time to time) among the Issuer, the Seller, the Covered Bond Guarantor, the Sole Arranger and the Dealers named therein (or deemed named therein) concerning the purchase of Covered Bonds to be issued pursuant to the Programme together with any accession letters and/or agreements supplemental thereto;

Programme Date

9 March 2022;

Programme Dealer

DBS Bank;

Property

A freehold or leasehold residential property located in Singapore which is subject to a Mortgage;

Property Tax Act

Property Tax Act 1960 of Singapore;

Purchaser

Any third party or the Seller to whom the Covered Bond Guarantor offers to sell Selected Loans and (in the case of a third party) which is an “excluded money lender” or “exempt moneylender” within the meaning given under the Moneylenders Act;

QIB

A qualified institutional buyer within the meaning of Rule 144A;

Random Basis

Any process which selects Loans and their Related Security on a basis that is not designed to favour the selection of any identifiable class or type or quality of Loans and their Related Security over all the Loans and their Related Security in the Portfolio;

Rating Agencies	Moody's and Fitch, to the extent any of them provide(s) ratings in respect of the covered Bonds, (and each a " Rating Agency ");
Rating Agency Confirmation	<ul style="list-style-type: none"> (i) a written confirmation from each Rating Agency that the relevant amendment, action, determination or appointment will not result in the reduction, qualification, suspension or withdrawal of the then current ratings assigned to any outstanding Covered Bonds rated by that Rating Agency; or (ii) a certification in writing by an authorised signatory of the Issuer or, following the occurrence of an Issuer Event of Default, the Covered Bond Guarantor to the Security Trustee and the Bond Trustee stating that the relevant amendment, action, determination or appointment has been notified to the Rating Agencies and, in its opinion, would not cause the then current ratings assigned to any outstanding Covered Bonds to be reduced, qualified, suspended or withdrawn by any Rating Agency and, where a Rating Agency was prepared to consult with the Issuer or the Covered Bond Guarantor, as applicable, on its behalf, such opinion is based on such consultation with the relevant Rating Agency; provided however that it is understood that the Rating Agencies shall be under no obligation to provide a Rating Agency Confirmation;
Reasonable, Prudent Mortgage Lender	The Seller and/or the Servicer, as applicable, acting in accordance with the standards of a reasonably prudent residential mortgage lender lending to borrowers in Singapore who generally satisfy the lending criteria of traditional sources of residential mortgage capital;
Receiptholders	The holders of the Receipts;
Receipts	The receipts for the payment of instalments of principal in respect of Covered Bonds in bearer form of which the principal is repayable in instalments or, as the context may require, a specific number of them and includes any replacement Receipts issued pursuant to the Conditions;
Reference Index	Any index of house prices in Singapore that a Reasonable, Prudent Mortgage Lender would use for valuation purposes;
Reference Indexed Valuation	In relation to a Property at any date, the Valuation of the Property increased or decreased as appropriate by the increase or decrease in the Reference Index since the date of that Valuation;

Registrar

The Bank of New York Mellon SA/NV, Luxembourg Branch in respect of each Series of Covered Bonds (other than CMU Covered Bonds, CDP Covered Bonds and DTC Covered Bonds), The Bank of New York Mellon, Singapore Branch in respect of each Series of CDP Covered Bonds, The Bank of New York Mellon, Hong Kong Branch in respect of each Series of CMU Covered Bonds and The Bank of New York Mellon in respect of each Series of DTC Covered Bonds, or, if applicable, any successor registrar in relation to all or any Series of the Covered Bonds;

Registrar of Titles

The Registrar of Titles appointed under Section 5 of the Land Titles Act;

Regulation S

Regulation S under the Securities Act;

Related Security

In relation to a Loan, the security for the repayment of that Loan including (i) the relevant Mortgage and (ii) all other matters applicable thereto acquired as part of the Portfolio sold to the Covered Bond Guarantor pursuant to the Mortgage Sale Agreement, and the Declaration of Assets Trust, including (without limitation):

- (a) the benefit of all consents, guarantees, indemnities and postponements from persons having an interest in or rights in connection with the relevant Property or third parties;
- (b) each right of action of the Seller against any person (including, without limitation, any valuer, solicitor and any registrar or registry) in connection with any report, valuation, opinion, certificate or other statement of fact or opinion (including, without limitation, each Valuation Report) given or received in connection with all or part of that Loan and its Related Security or affecting the decision of the Seller to make or offer to make all or part of that Loan;
- (c) the benefit of (including, without limitation, the rights as the insured person under and as notations of interest on, returns of premium and proceeds of claims under) insurance and assurance policies deposited, charged, obtained, or held in connection with that Loan, Mortgage and/or Property and Loan File; and
- (d) the Seller's present and future rights, estate, title, interests, benefits and remedies in and to:
 - (1) the Loan Agreement in relation to that Loan which for the avoidance of doubt, does not include the Seller's present and future rights, estate, title, interests, benefits and remedies in respect of the Associated Debt or any other loans or facilities made or to be made to the relevant Borrower or Mortgagor;

- (2) (in the case of a Loan in respect of which the CPF Withdrawal Approval has been obtained prior to the Closing Date of such Loan) the relevant deeds of arrangements, deeds/instruments of postponement, confirmations of priority arrangement, confirmation letters and/or such other written agreements, confirmations and letters in respect of the priority accorded to the Seller in the application of the sale proceeds realised upon the sale of the relevant Properties pursuant to the Central Provident Fund (Residential Properties Scheme) Regulations of Singapore, if any; and
- (3) all monies which may at any time from the date of the relevant Deed of Assignment, the Declaration of Assets Trust or the relevant Notice of Trust Assets (as the case may be) be received by or payable to the Seller under or in connection with the relevant Mortgage in respect of that Loan and the relevant Top-up Loans, whether on account of any claims, awards and judgments made or given under or in connection with the relevant Mortgage in respect of that Loan and the relevant Top-up Loans or otherwise howsoever;

Relevant Purchaser

In relation to a Loan and its Related Security (and any related Top-up Loans), any person (i) who is an “excluded moneylender” or “exempt moneylender” within the meaning given under the Moneylenders Act and (ii) who, in accordance with the terms of the Transaction Documents, purchases such Loan and its Related Security (and any related Top-up Loans) from the Covered Bond Guarantor and any subsequent purchaser thereof, where such person has acceded to the Mortgage Sale Agreement and the Declaration of Assets Trust in accordance with the terms thereunder;

relevant Series of Covered Bonds

The meaning given in the section “*Structure Overview — Structure Overview*”;

Remittance Date

In relation to a Calculation Period, the date which is two Singapore Business Days prior to the Covered Bond Guarantee Payment Date following the end of that Calculation Period;

Replacement Assets Trustee	Such entity or financial institution: (i) as may be selected by the Covered Bond Guarantee Beneficiary and the Security Trustee to act as the assets trustee under the Assets Trust; and (ii) which is an “excluded moneylender” or “exempt moneylender” within the meaning given under the Moneylenders Act;
Replacement Assets Trustee Events	The meaning given in the section “ <i>Summary of the Principal Documents — Declaration of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee</i> ”;
Report on Title	A solicitor’s report of title obtained by or on behalf of the Seller in respect of each Property substantially in the form of the pro-forma set out in the Standard Documentation;
Representations and Warranties	The representations and warranties as set out in the section “ <i>Summary of the Principal Documents — Mortgage Sale Agreement — Representations and Warranties</i> ”;
Required Redemption Amount	The meaning given in the section “ <i>Summary of the Principal Documents — Mortgage Sale Agreement — Right of Pre-emption</i> ”;
Required True Balance Amount	The meaning given in the section “ <i>Summary of the Principal Documents — Establishment Deed — Method of Sale of Selected Loans</i> ”;
Requisite CPF Loan Legal Title Transfer Approval	The meaning given in the section “ <i>Summary of the Principal Documents — Declarations of Assets Trust — Transfer of title to the CPF Loans and appointment of a Replacement Assets Trustee</i> ”;
Reserve Fund	The reserve fund that the Covered Bond Guarantor will be required to establish in the Transaction Account up to an aggregate amount equal to the Reserve Fund Required Amount;
Reserve Fund Required Amount	The meaning given in the section “ <i>Credit Structure including Asset Tests — Reserve Fund</i> ”;
Reserve Ledger	The ledger on the Transaction Account of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement, to record the crediting of Advances or Subordinated Advances (to the extent such amount represents the amount drawn under the Intercompany Loan Agreement or the Subordinated Loan Agreement to fund the Reserve Fund) and Revenue Receipts to the Reserve Fund and the debiting of such Reserve Fund in accordance with the terms of the Establishment Deed;
Reset Date	The meaning given in the ISDA Definitions;

Residential Property	The meaning given in the section “ <i>Regulation/Legal Aspects of the Singapore Residential Mortgage Market — Regulation Aspects of the Singapore Residential Mortgage Market</i> ”;
Revenue Ledger	The ledger on the Transaction Account of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement to record credits and debits of Revenue Receipts in accordance with the terms of the Establishment Deed;
Revenue Receipts	<p>(a) payments of interest (including Accrued Interest and Arrears of Interest but excluding Accrued Interest and Arrears of Interest as at the relevant Closing Date of a Loan which belong to the Seller) and other fees due from time to time under the Loans and other amounts received by the Covered Bond Guarantor in respect of the Loans other than the Principal Receipts;</p> <p>(b) recoveries of interest from defaulting Borrowers and/or Mortgagors (as the case may be) under Loans being enforced; and</p> <p>(c) recoveries of interest from defaulting Borrowers and/or Mortgagors (as the case may be) under Loans in respect of which enforcement procedures have been completed,</p> <p>and for the avoidance of doubt, excludes all payments in respect of Third Party Amounts and Top-up Loans;</p>
RMB Covered Bonds	Covered Bonds denominated in Renminbi issued under the Programme;
Rule 144A	Rule 144A under the Securities Act;
Sale Adviser	The meaning given in the section “ <i>Summary of the Principal Documents — Establishment Deed — Method of Sale of Selected Loans</i> ”;
Sale Proceeds	The cash proceeds realised from the sale of Selected Loans;
Scheduled Interest	An amount equal to the amount in respect of interest which would have been due and payable under the Covered Bonds on each Interest Payment Date as specified in Condition 4 (<i>Interest and other Calculations</i>) (but excluding any additional amounts relating to premiums, default interest or interest upon interest (Excluded Scheduled Interest Amounts) payable by the Issuer following an Issuer Event of Default but including such amounts (whenever the same arose) following service of a Covered Bond Guarantor Acceleration Notice) as if the Covered Bonds had not become due and repayable prior to their Maturity Date and, if the Pricing Supplement specified that an Extended Due for Payment Date is applicable to the

relevant Covered Bonds, as if the maturity date of the Covered Bonds had been the Extended Due for Payment Date (but taking into account any principal repaid in respect of such Covered Bonds or any Guaranteed Amounts paid in respect of such principal prior to the Extended Due for Payment Date), less any additional amounts the Issuer would be obliged to pay as a result of any gross-up in respect of any withholding or deduction made under the circumstances set out in Condition 7;

Scheduled Payment Date

In relation to payments under the Covered Bond Guarantee, each Interest Payment Date or the Maturity Date as if the Covered Bonds had not become due and repayable prior to their Maturity Date;

Scheduled Principal

An amount equal to the amount in respect of principal which would have been due and repayable under the Covered Bonds on each Interest Payment Date or the Maturity Date (as the case may be) as specified in Condition 5(a), Condition 5(c), Condition 5(d) and Condition 5(e) (but excluding any additional amounts relating to prepayments, early redemption, broken funding indemnities, penalties, premiums or default interest (**Excluded Scheduled Principal Amounts**) payable by the Issuer following an Issuer Event of Default but including such amounts (whenever the same arose) following service of a Covered Bond Guarantor Acceleration Notice) as if the Covered Bonds had not become due and repayable prior to their Maturity Date and, if the Pricing Supplement specifies that an Extended Due for Payment Date is applicable to the relevant Covered Bonds, as if the maturity date of the Covered Bonds had been the Extended Due for Payment Date;

Section 55B/C Court Order

The meaning given in the section "*Summary of the Principal Documents — Declaration of Assets Trust — Section 55B of the Banking Act*";

Section 55B/C Transfer

The meaning given in the section "*Summary of the Principal Documents — Declaration of Assets Trust — Section 55B of the Banking Act*";

Sections 210/212 Court Order

The meaning given in the section "*Summary of the Principal Documents — Declaration of Assets Trust — Sections 210 and 212 of the Companies Act*";

Sections 210/212 Scheme

The meaning given in the section "*Summary of the Principal Documents — Declaration of Assets Trust — Sections 210 and 212 of the Companies Act*";

Secured Creditors	The Security Trustee (in its own capacity and on behalf of the other Secured Creditors), the Bond Trustee (in its own capacity and on behalf of the Covered Bondholders), the Covered Bondholders, the Receiptholders, the Couponholders, the Issuer, the Seller, the Intercompany Loan Provider, the Ancillary Intercompany Loan Provider, the Subordinated Loan Provider, the Servicer, the Account Bank, the Cash Manager, the Interest Rate Swap Provider, the Covered Bond Swap Provider, the Corporate Services Provider, the Paying Agents and any other person which becomes a Secured Creditor pursuant to the Deeds of Charge;
Secured Obligations	Any and all monies, obligations and liabilities and all other amounts due, owing, payable or owed by the Covered Bond Guarantor which the Covered Bond Guarantor covenants and undertakes to pay and discharge pursuant to the Deeds of Charge and all claims, demands or damages for breach of any such covenant, and references to Secured Obligations includes references to any of the same;
Securities Act	United States Securities Act of 1933, as amended;
Security	The meaning given in the section “ <i>Summary of the Principal Documents — Deeds of Charge</i> ”;
Security Interest	Any mortgage, sub mortgage, charge, sub charge, pledge, lien (other than a lien arising in the ordinary course of business or by operation of law) or other encumbrance or security interest howsoever created or arising in any jurisdiction;
Security Trustee	The Bank of New York Mellon, Singapore Branch, in its capacity as security trustee under the Trust Deed and the Deeds of Charge together with any successor security trustee or additional security trustees appointed from time to time;
Selected Loans	Loans and their Related Security (and, where applicable, any related Top-up Loans) to be sold by the Covered Bond Guarantor pursuant to the terms of the Establishment Deed having in aggregate the Required True Balance Amount;
Selected Loans Offer Notice	A notice substantially in the form set out in the Mortgage Sale Agreement, and served in accordance with the terms of the Mortgage Sale Agreement or (as the case may be) the Declaration of Assets Trust;
Selected Loans Repurchase Notice	A notice substantially in the form set out in the Mortgage Sale Agreement, and served in accordance with the terms of the Mortgage Sale Agreement or (as the case may be) the Declaration of Assets Trust;
Seller	DBS Bank;

Seller Share	The part of the All Monies Trust Property comprised in each All Monies Trust to which the Seller is entitled as determined and calculated in accordance with the Covered Bond Guarantor Declaration Trusts;
Seller's Policy	The originating, underwriting, administration, arrears and enforcement policy applied by the Seller from time to time to loans and the security for their repayment which are beneficially owned solely by the Seller or, at any time when the Servicer is not also the Seller, the policies and procedures from time to time which would be adopted by a Reasonable, Prudent Mortgage Lender;
Series	A series of Covered Bonds comprising one or more Tranches, whether or not issued on the same date, that (except in respect of the first payment of interest and their issue price) have identical terms on issue and are expressed to have the same series number;
Servicer	DBS Bank in its capacity as servicer under the Servicing Agreement or any successor servicer appointed from time to time;
Servicer Event of Default	<p>(a) The Servicer defaults in the payment on the due date of any payment due and payable by it under the Servicing Agreement and such default continues unremedied for a period of 10 Singapore Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Security Trustee, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary or the Assets Trustee requiring the same to be remedied;</p> <p>(b) the Servicer fails to comply with any of its other obligations under the Servicing Agreement, which failure in the reasonable opinion of the Security Trustee is materially prejudicial to the Covered Bondholders and either (i) does not remedy that failure within the earlier of 20 Singapore Business Days after becoming aware of the failure and receipt by the Servicer of written notice from the Security Trustee, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary or the Assets Trustee requiring the same to be remedied or (ii) the Servicer has not paid satisfactory compensation to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Assets Trustee for their losses from such breach;</p> <p>(c) the Servicer's long-term, unsecured and unsubordinated debt obligations cease to be rated at least Baa3 from Moody's or at least BBB- from Fitch; or</p>

Servicer's Remittance Rating

- (d) an Insolvency Event occurs in relation to the Servicer;

In respect of the Servicer, a short-term unsecured and unsubordinated debt obligation rating that is at least F1 from Fitch and P-1 from Moody's and a long-term unsecured and unsubordinated debt obligation rating that is at least A from Fitch;

Servicer Termination Event

- (a) The Servicer defaults in the payment on the due date of any payment due and payable by it under the Servicing Agreement and such default continues unremedied for a period of 10 Singapore Business Days after the earlier of the Servicer becoming aware of such default and receipt by the Servicer of written notice from the Security Trustee, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary or the Assets Trustee requiring the same to be remedied;
- (b) the Servicer fails to comply with any of its other obligations under the Servicing Agreement which failure in the reasonable opinion of the Security Trustee is materially prejudicial to the Covered Bondholders and either (i) does not remedy that failure within the earlier of 20 Singapore Business Days after becoming aware of the failure and receipt by the Servicer of written notice from the Security Trustee, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary or the Assets Trustee requiring the same to be remedied, *provided that* where the relevant default occurs as a result of a default by any person to whom the Servicer has sub-contracted or delegated part of its obligations hereunder, such default shall not constitute a Servicer Termination Event if, within such period of 20 Singapore Business Days of receipt of such notice from the Covered Bond Guarantor, the Assets Trustee, the Covered Bond Guarantee Beneficiary and the Security Trustee, the Servicer terminates the relevant sub-contracting or delegation arrangements and takes such steps as the Covered Bond Guarantor, the Assets Trustee, the Covered Bond Guarantee Beneficiary and the Security Trustee may (acting on the instructions of the Bond Trustee) specify to remedy such default or to indemnify the Covered Bond Guarantor, the Assets Trustee, the Covered Bond Guarantee Beneficiary and/or the Security Trustee against the consequences of such default or (ii) the Servicer has not paid satisfactory compensation to the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary and the Assets Trustee for their losses from such breach;

- (c) the Servicer's long-term unsecured and unsubordinated debt obligations cease to be rated at least Baa3 from Moody's or at least BBB- from Fitch;
- (d) an Insolvency Event occurs in relation to the Servicer; or
- (e) the Covered Bond Guarantor, the Assets Trustee (with the consent of or as directed by the Covered Bond Guarantee Beneficiary) and the Covered Bond Guarantee Beneficiary resolve, after due consideration and acting reasonably, that the appointment of the Servicer should be terminated;

Servicing Agreement

The servicing agreement dated 16 June 2015 (as amended, restated, supplemented and novated from time to time) and made among the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Seller, the Servicer, the Assets Trustee and the Security Trustee;

Set-off Amount

The aggregate as at the relevant Calculation Date of all deposits (placed with the Seller) of each Borrower or each Mortgagor (as the case may be) having a Loan or Loans (whether the Borrower or the Mortgagor (as the case may be) has assumed the obligation to repay any such Loan or any part of it jointly, severally or otherwise) in the Portfolio as at the relevant Calculation Date, *provided that*:

- (a) where a Borrower or a Mortgagor (as the case may be) has more than one Loan in the Portfolio, any such deposits shall only be counted and aggregated once;
- (b) there shall be excluded and not aggregated any deposits, that are not accepted in Singapore dollars and not on terms under which the deposits may be repaid by the Seller in Singapore dollars, of the Borrower or the Mortgagor (as the case may be) placed with the Seller, and all references to deposits in relation to this definition shall not include any such deposits;
- (c) there shall be excluded and not aggregated any deposits of the Borrower or the Mortgagor (as the case may be) placed with the Seller, where:
 - (i) a court of competent jurisdiction in Singapore issues a final and non-appealable judgment, order or direction; or
 - (ii) the MAS or any other body having for the time being the power to regulate banks and financial institutions in Singapore directs or notifies the Seller in writing or issues a specific or applicable directive or notice in writing; or
 - (iii) the Security Trustee agrees; or
 - (iv) the statutory manager, statutory adviser, the liquidator, judicial manager, trustee, administrator

or similar officer (including in each case, such provisional and interim officers) of the Seller opines or determines, with any such judgement being final and non-appealable; or

- (v) a law or regulation is passed or made in Singapore to the effect,

that all and any applicable legislation, law and/or regulation conferring priority in insolvency to set-off rights of depositors' liabilities against bank deposits in respect of banks in Singapore:

- (A) has no application at all or is abrogated or replaced; or

- (B) has no application in any particular circumstances and such circumstance or circumstances exist as at the relevant Calculation Date;

- (d) there shall be excluded and not aggregated:

- (i) in the case where any Loan has or Loans have the same Borrower or Borrowers, or the same Mortgagor or Mortgagors (as the case may be), such amount of total deposit(s) of the Borrower or Borrowers, or the same Mortgagor or Mortgagors (as the case may be) in relation to such Loan(s) in excess of such Loan(s) as at the Calculation Date; or

- (ii) in the case of Loans with multiple Borrowers or multiple Mortgagors (as the case may be) where at least one of the Borrowers or one of the Mortgagors is common across the Loans, such amount of the total deposits of all the Borrowers and/or the Mortgagors (as the case may be) in excess of the maximum amount of such Loans that could be appropriated against deposits held by such Borrower(s) or such Mortgagor(s) (as the case may be) as at the Calculation Date;

SFA

Securities and Futures Act 2001 of Singapore;

SGD/Singapore dollars

The lawful currency of Singapore;

SGD Equivalent

In relation to a Covered Bond which is denominated in (i) a currency other than Singapore dollars, the Singapore dollar equivalent of such amount ascertained using the relevant Covered Bond Swap Rate relating to such Covered Bond and (ii) Singapore dollars, the applicable amount in Singapore dollars;

Share Trustee

Intertrust (Singapore) Ltd. (UEN/Company Registration No. 200301038K);

Singapore Business Day	A day (other than Saturday and Sunday) on which commercial banks are open for general business (including dealings in foreign exchange and foreign currency deposits) in Singapore;
Singapore Deed of Charge	The Singapore deed of charge dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made among the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Issuer, the Seller, the Assets Trustee, the Cash Manager, the Servicer, the Account Bank, the Intercompany Loan Provider, the Ancillary Intercompany Loan Provider, the Subordinated Loan Provider, the Covered Bond Swap Provider, the Interest Rate Swap Provider, the Agents, the Corporate Services Provider, the Bond Trustee, the Security Trustee and certain other Secured Creditors (and governed by Singapore law);
Singapore Dollar LCR Requirement	Singapore Dollar liquidity cover ratio to be maintained by a bank incorporated and headquartered in Singapore as required under MAS Notice 649;
Singapore Land Authority	The Singapore Land Authority established under the Singapore Land Authority Act 2001 of Singapore;
Single Mortgage Bundle	The Loans (including Defaulted Loans and Selected Loans) and their Related Security (and any related Top-up Loans) sold by the Covered Bond Guarantor or the Assets Trustee (on behalf of the Covered Bond Guarantee Beneficiary) as part of the same offer;
Sole Arranger	DBS Bank;
Specified Currency	Subject to any applicable legal or regulatory restrictions, Singapore dollars, euro, Sterling, U.S. dollars and such other currency or currencies as may be agreed from time to time by the Issuer, the relevant Dealer(s), the Issuing and Paying Agent and the Bond Trustee and specified in the applicable Pricing Supplement;
Specified Denomination	In respect of a Series of Covered Bonds, the denomination or denominations of such Covered Bonds specified in the applicable Pricing Supplement;
Staff Mortgage Loan	A loan recorded by the Seller as being a loan to its employee;
Standard & Poor's	Standard & Poor's Rating Services Inc. and its affiliates and successors, as the case may be;
Standard Documentation	The standard documentation, annexed to the relevant exhibit of the Mortgage Sale Agreement or any update or replacement therefor as the Seller may from time to time introduce acting in accordance with the standards of a Reasonable, Prudent Mortgage Lender;
State Lands Act	State Lands Act 1920 of Singapore;

Subordinated Advance	An amount advanced, or to be advanced, by the Subordinated Loan Provider to the Covered Bond Guarantor under the Subordinated Loan Agreement, including Deemed Subordinated Advances;
Subordinated Loan	The aggregate outstanding principal amount of the Subordinated Advances pursuant to the Subordinated Loan Agreement;
Subordinated Loan Agreement	The subordinated loan agreement dated 16 June 2015 (as amended, restated, supplemented or novated from time to time) and made between the Subordinated Loan Provider, the Covered Bond Guarantor, the Covered Bond Guarantee Beneficiary, the Assets Trustee, the Cash Manager and the Security Trustee;
Subordinated Loan Facility	The facility made available by the Subordinated Loan Provider to the Covered Bond Guarantor under the Subordinated Loan Agreement;
Subordinated Loan Ledger	The ledger of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement to record all payments of interest and repayments of principal on each of the Subordinated Advances and the Deemed Subordinated Advances;
Subordinated Loan Provider	DBS Bank;
Subscription Agreement	An agreement supplemental to the Programme Agreement (by whatever name called) in or substantially in the form set out in the Programme Agreement or in such other form as may be agreed among the Issuer, the Covered Bond Guarantor and the Lead Manager or one or more Dealers (as the case may be);
Subsidiary	Any company which is for the time being a subsidiary (within the meaning of Section 5 of the Companies Act);
Substitution Assets	<ul style="list-style-type: none"> (a) cash in any currency; (b) any securities issued by the MAS under the MAS Act; (c) any security or equivalent instrument issued under the Government Securities (Debt Market and Investment) Act 1992 of Singapore; or (d) any other asset or class of assets which may be specified by the MAS as satisfying the requirements for eligible assets pursuant to MAS Notice 648;
Swap Agreements	The Covered Bond Swap Agreement together with the Interest Rate Swap Agreement(s) (if any), each a Swap Agreement;

Swap Collateral	At any time, any asset (including, without limitation, cash and/or securities) which is paid or transferred by a Swap Provider to the Covered Bond Guarantor as collateral to secure the performance by such Swap Provider of its obligations under the relevant Swap Agreement together with any income or distributions received in respect of such asset and any equivalent of such asset into which such asset is transformed;
Swap Collateral Account	An account in the name of the Covered Bond Guarantor held with the Account Bank or such other bank from time to time, as applicable, into which Swap Collateral in respect of an Interest Rate Swap (if any) or a Covered Bond Swap may be deposited in accordance with the terms of any applicable Swap Agreement;
Swap Collateral Account Ledger	The ledger on the Transaction Account of such name maintained by the Cash Manager (or the Corporate Services Provider to which the Cash Manager has delegated such function) pursuant to the Cash Management Agreement to record the credits and debits of Swap Collateral in accordance with the terms of the Swap Agreements;
Swap Collateral Available Amounts	At any time, the amount of Swap Collateral which under the terms of the relevant Swap Agreement may be applied at that time in satisfaction of the relevant Swap Provider's obligations to the Covered Bond Guarantor to the extent that such obligations relate to payments to be made in connection with the Pre-Acceleration Revenue Priority of Payments or the Guarantee Priority of Payments;
Swap Collateral Excluded Amounts	At any time, the amount of Swap Collateral which may not be applied under the terms of the relevant Swap Agreement at that time in satisfaction of the relevant Swap Provider's obligations to the Covered Bond Guarantor, including Swap Collateral which is to be returned to the relevant Swap Provider from time to time in accordance with the terms of the Swap Agreements and ultimately upon termination of the relevant Swap Agreement;
Swap Provider Default	The occurrence of an Event of Default or Termination Event (each as defined in each of the Swap Agreements) where the relevant Swap Provider is the Defaulting Party or the sole Affected Party (each as defined in the relevant Swap Agreement), as applicable, other than a Swap Provider Downgrade Event;

Swap Provider Downgrade Event	The occurrence of an Additional Termination Event or an Event of Default (each as defined in the relevant Swap Agreement) following a failure by the relevant Swap Provider to comply with the requirements of the ratings downgrade provisions set out in the relevant Swap Agreement, <i>provided that</i> , in respect of an Interest Rate Agreement, an Interest Rate Swap is outstanding under such Interest Rate Swap Agreement;
Swap Providers	The Covered Bond Swap Provider and each Interest Rate Swap Provider (if any), and each a Swap Provider;
Swaps	The Covered Bond Swaps together with the Interest Rate Swap (if any);
Talons	Talons for further Coupons or, as the context may require, a specific number of them and includes any replacement Talons issued pursuant to the Conditions;
Tax Credit	A credit against any Tax or any relief or remission for Tax (or its repayment);
Taxes	All present and future taxes, levies, imposts, duties (including stamp and transaction duties), fees, deductions, withholdings or charges of any nature whatsoever and wheresoever imposed, except if imposed on, or calculated having regard to the net income of the relevant party, but including, without limitation, income tax, company tax, corporation tax, goods and services tax or value added tax or other tax in respect of added value and any franchise, transfer, sales, gross receipts, use, business, occupation, excise, personal property, real property or other tax imposed by any national, local or supranational taxing or fiscal authority or agency, together with any penalties, fines or interest, and Tax and Taxation shall be construed accordingly;
TDSR	Total Debt Servicing Ratio framework for property loans implemented by the MAS;
Test Date	The 20 th day of each month or if not a Singapore Business Day the next following Singapore Business Day;
Third Party Amounts	Each of: <ul style="list-style-type: none"> (a) amounts under an unpaid direct debit which are repaid by the Seller to the bank making such payment if such bank is unable to recoup that amount itself from its customer's account; (b) payments by the Borrower and/or the Mortgagor (as the case may be) of any fees and other charges which are due to the Seller;

- (c) any amounts due or arising from any overpayment by any person or arising from any reimbursement by any person of any such overpayment (including, for the avoidance of doubt, where arising from the failure of a direct debit);
- (d) (subject to any right to refuse or withhold payment or of set-off that has arisen by reason of the Borrower's and/or the Mortgagor's (as the case may be) breach of the terms of the relevant Mortgage or Loan) any amount payable to a Borrower or a Mortgagor (as the case may be) under the terms of the Mortgage or the Loan to which that Borrower and/or that Mortgagor (as the case may be) is a party (other than a Top-up Loan);
- (e) any amounts owed to the Seller pursuant to the Mortgage Sale Agreement and the Declaration of Assets Trust; and
- (f) any amount received from a Borrower or a Mortgagor (as the case may be) for the express purpose of payment being made to a third party for the provision of a service (including giving insurance cover) to any of that Borrower or any of that Mortgagor (as the case may be) or the Seller or the Covered Bond Guarantor,

which amounts may be paid daily from monies on deposit in the Covered Bond Guarantor Accounts;

Title Deeds

In relation to each Loan and its Related Security and the Property relating thereto, all conveyancing deeds and documents or evidence of title which make up the title to the Property and the security for the Loan and all searches and enquiries undertaken in connection with the grant by the Borrower and/or Mortgagor of the related Mortgage;

TLAC

Total loss-absorbing capacity;

Top-up Loan

A loan:

- (a) which is sold by the Seller to the Covered Bond Guarantor from time to time under the terms of the Mortgage Sale Agreement or the Declaration of Assets Trust (as the case may be);
- (b) which is secured by the same Mortgage over a Property as the Loan to which such Top-up Loan relates; and
- (c) the repayment of which is subordinated to such Loan and any CPF Funds withdrawn in connection with the Property in terms of priorities of repayment,

and comprises the aggregate of all principal sums, interest, costs, charges, expenses and other monies due or owing with respect to or apportioned to that Top-up Loan from time to time outstanding, or, as the context may require, the Borrower's or the Mortgagor's (as the case may be) obligations in respect of the same but excluding any such Top-up Loan which is repurchased by the Seller or otherwise sold by the Covered Bond Guarantor and no longer beneficially owned by it;

Top-up Receipts

All amounts received from a Borrower or a Mortgagor (as the case may be) in respect of a Top-up Loan (including any receipts of interest and principal and proceeds of enforcement of the relevant Mortgage allocable to such Top-up Loan);

Tranche

In relation to a Series, those Covered Bonds of that Series that are issued on the same date at the same issue price and in respect of which the first payment of interest is identical;

Transaction Account

The account designated as such in the name of the Covered Bond Guarantor held with the Account Bank and maintained subject to the terms of the Bank Account Agreement and the Singapore Deed of Charge or such other account as may for the time being be in place with the prior consent of the Security Trustee and designated as such;

Transaction Documents

- (a) Agency Agreement;
- (b) Ancillary Intercompany Loan Agreement;
- (c) Asset Monitor Agreement;
- (d) Bank Account Agreement;
- (e) Cash Management Agreement;
- (f) Covered Bond Guarantor Declaration of Trusts;
- (g) Corporate Services Agreement;
- (h) each Covered Bond Swap Agreement;
- (i) Declaration of Assets Trust;
- (j) Declaration of Bayfront Covered Bonds Trust;
- (k) English Security Trust Deed;
- (l) Establishment Deed;
- (m) Intercompany Loan Agreement;
- (n) each Interest Rate Swap Agreement (if any);
- (o) Master Definitions Agreement;
- (p) Mortgage Sale Agreement;
- (q) each Pricing Supplement (as applicable in the case of each issue of listed Covered Bonds subscribed pursuant to a subscription agreement);
- (r) Programme Agreement;

- (s) Servicing Agreement;
- (t) Singapore Deed of Charge (and any documents entered into pursuant to the Singapore Deed of Charge);
- (u) Subordinated Loan Agreement;
- (v) each Subscription Agreement (as applicable in the case of each issue of listed Covered Bonds subscribed pursuant to a subscription agreement);
- (w) Trust Deed;
- (x) each document, agreement or indenture ancillary or supplemental to any of the documents specified in paragraphs (a) to (w) (inclusive) above; and
- (y) any other agreement or document from time to time designated as such by the Issuer, the Covered Bond Guarantor, the Bond Trustee and the Security Trustee;

Transfer Agent

The Bank of New York Mellon SA/NV, Luxembourg Branch in respect of each Series of Covered Bonds (other than CMU Covered Bonds, CDP Covered Bonds and DTC Covered Bonds), The Bank of New York Mellon, Singapore Branch in respect of each Series of CDP Covered Bonds, The Bank of New York Mellon, Hong Kong Branch in respect of each Series of CMU Covered Bonds and The Bank of New York Mellon in respect of each Series of DTC Covered Bonds or, if applicable, any successor transfer agent in relation to all or any series of the Covered Bonds;

True Balance

For any Loan as at any given date, the aggregate principal balance of such Loan at such date (but avoiding double counting) including the following:

- (a) the Initial Advance and any further amount advanced on or before the given date to the relevant Borrower or the relevant Mortgagor (as the case may be) secured or intended to be secured by the related Mortgage;
- (b) the Capitalised Expenses; and
- (c) the Capitalised Interest,

as at the end of the Singapore Business Day immediately preceding that given date less any repayment, prepayment or payment of any of the foregoing made on or before the end of the Singapore Business Day immediately preceding that given date and excluding (x) any retentions made but not released, (y) any Accrued Interest and Arrears of Interest and (z) any Top-up Loans;

Trust Assets

The CPF Loans and their Related Security (and any related Top-up Loans) sold by the Seller to the Covered Bond Guarantor from time to time and which are subject to the Assets Trust, as identified in the Declaration of Assets Trust and the relevant Notice of Trust Assets, and all such rights,

estate, title, interests, benefits and remedies in and to any monies currently owed or to be owed in the future by a Borrower and/or Mortgagor, all monies paid by any Borrower and/or Mortgagor from time to time for the purposes of discharging amounts owed, any receipts from the enforcement of any Related Security (and any related Top-up Loans) (including but not limited to the Seller's benefit in and to any rights to receive payments under any Insurance Policy) and the Seller's benefit in and to all Related Security and any rights relating to such CPF Loans (and any related Top-up Loans);

Trust Deed	The Trust Deed dated the Programme Date (as amended, restated, supplemented or novated from time to time) and made among the Issuer, the Covered Bond Guarantor, the Security Trustee and the Bond Trustee under which the Covered Bonds are constituted;
Trustees Act	Trustees Act 1967 of Singapore;
UCTA	Unfair Contracts Terms Act 1977 of Singapore;
unsecured and unsubordinated	Where applicable to Fitch only, "unsecured and unsubordinated" debt obligation ratings shall be construed as references to the Issuer default rating by Fitch;
Valuation	In relation to any Property at any date, the value given to that Property by reference to either (a) the latest Valuation Report (if obtained) in respect of that Property, or (b) if no such Valuation Report has been obtained, such valuation of that Property as determined by the Seller or the Servicer in accordance with the Seller's Policy from time to time, or, if the Seller's Policy is no longer applicable, using a methodology which would be acceptable to a Reasonable, Prudent Mortgage Lender;
Valuation Report	The valuation report or reports for mortgage purposes, in the form of one of the pro-forma contained in the Standard Documentation, obtained by the Seller from a Valuer in respect of each Property or a valuation report in respect of a valuation made using a methodology which would be acceptable to a Reasonable, Prudent Mortgage Lender and which has been approved by the relevant officers of the Seller;
Valuer	An independent valuation company selected from the Seller's panel of approved valuers;
VAT	Within the European Union, such tax as may be levied in accordance with (but subject to derogations from) Directive 2006/112/EC and, outside the European Union, any similar taxation levied by reference to added value or sales;
Volcker Rule	Section 619 of the Dodd-Frank Act and the regulations adopted to implement such statutory provision; and

Written Resolution

A resolution in writing signed by the holders of not less than 90% in nominal amount of the Covered Bonds outstanding.

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DBS BANK LTD.
(Incorporated in Singapore. Registration Number: 196800306E)
AND ITS SUBSIDIARIES

FINANCIAL STATEMENTS
For the financial year ended 31 December 2021

Financial Statements

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DBS Bank Ltd. and its Subsidiaries

Directors' Statement

for the financial year ended 31 December 2021

The Directors are pleased to present their statement to the Member, together with the audited consolidated financial statements of DBS Bank Ltd. (the Bank) and its subsidiaries (the Bank Group) and the financial statements of the Bank for the financial year ended 31 December 2021. These have been prepared in accordance with the provisions of the Companies Act 1967 (the Companies Act) and the Singapore Financial Reporting Standards (International).

In the opinion of the Directors:

- (a) the consolidated financial statements of the Bank Group, consisting of the Bank and its subsidiaries, and the financial statements of the Bank, together with the notes thereon, as set out on pages 1 to 90, are drawn up so as to give a true and fair view of the financial position of the Bank and Bank Group, as at 31 December 2021, and the performance and changes in equity of the Bank and Bank Group, and cash flow statement of the Bank Group for the financial year ended on that date; and
- (b) as at the date of this statement, there are reasonable grounds to believe that the Bank and the Bank Group will be able to pay their debts as and when they fall due.

Board of Directors

The Directors in office at the date of this statement are:

Mr Peter Seah (*Chairman*)
Mr Olivier Lim (*Lead Independent Director*)
Mr Piyush Gupta (*Chief Executive Officer*)
Dr Bonghan Cho
Mr Chng Kai Fong (Appointed 31 March 2021)
Mr Ho Tian Yee
Ms Punita Lal
Ms Judy Lee (Appointed 4 August 2021)
Mr Anthony Lim
Mr Tham Sai Choy

Mr Olivier Lim, Dr Bonghan Cho and Mr Tham Sai Choy will retire by rotation in accordance with Article 95 of the Bank's Constitution at the forthcoming annual general meeting (AGM) and, being eligible, will offer themselves for re-election at the AGM.

Mr Chng Kai Fong and Ms Judy Lee will retire in accordance with Article 74(b) of the Bank's Constitution at the forthcoming AGM and, being eligible, will offer themselves for re-election at the AGM.

Directors' interests in shares or debentures

Each of the following Directors, who held office at the end of the financial year had, according to the register of directors' shareholdings required to be kept under Section 164 of the Companies Act, an interest in shares of the Bank and related corporations as stated below:

	Holdings in which Directors have a direct interest		Holdings in which Directors are deemed to have an interest	
	As at 31 Dec 2021	As at 1 Jan 2021	As at 31 Dec 2021	As at 1 Jan 2021
DBS Group Holdings Ltd ("DBSH") ordinary shares				
Mr Peter Seah	296,008	274,186	-	-
Mr Olivier Lim	143,122	137,707	-	-
Mr Piyush Gupta	-	-	2,023,773	2,217,307
Dr Bonghan Cho	8,575	6,098	-	-
Mr Ho Tian Yee	59,109	55,611	-	-
Ms Punita Lal	1,542	-	-	-
Mr Anthony Lim	2,048	-	-	-
Mr Tham Sai Choy	99,464	95,419	-	-
Share awards (unvested) granted under the DBSH Share Plan				
Mr Piyush Gupta ⁽¹⁾	889,442	971,288	-	-

⁽¹⁾ Mr Piyush Gupta's share awards form part of his remuneration. Details of the DBSH Share Plan are set out in Note 38 of the Notes to the 2021 Bank Group's financial statements.

There was no change in any of the above-mentioned interests between the end of the financial year and 21 January 2022.

DBSH Share Plan

At the Annual General Meeting of DBSH held on 25 April 2019, the DBSH Share Plan (which was first adopted on 18 September 1999) was extended for another ten years, from 18 September 2019 to 17 September 2029 (both dates inclusive). The DBSH Share Plan is administered by the Compensation and Management Development Committee (CMDC). As at the date of this statement, the members of the CMDC are Mr Anthony Lim (Chairman), Mr Peter Seah, Dr Bonghan Cho, Ms Punita Lal and Ms Judy Lee.

Under the terms of the DBSH Share Plan:

- (a) Awards over DBSH's ordinary shares may be granted to Bank Group executives who hold such rank as may be determined by the CMDC from time to time. Awards may also be granted to (amongst others) executives of associated companies of the Bank who hold such rank as may be determined by the CMDC from time to time, and non-executive Directors of DBSH;
- (b) Where time-based awards are granted, participants are awarded ordinary shares of DBSH or, at the CMDC's discretion, their equivalent cash value or a combination of both as part of their deferred bonus, at the end of the prescribed vesting periods. Awards are granted under the DBSH Share Plan at the absolute discretion of the CMDC. Dividends on unvested shares do not accrue to employees;
- (c) Awards under the DBSH Share Plan may be granted at any time in the course of a financial year, and may lapse by reason of cessation of employment or misconduct of the participant, except in cases such as retirement, redundancy, ill health, injury, disability, death, bankruptcy of the participant, or by reason of the participant, being a non-executive Director, ceasing to be a Director, or in the event of a take-over, winding up or reconstruction of DBSH;
- (d) Subject to the prevailing legislation and the rules of the Singapore Exchange, DBSH will have the flexibility to deliver ordinary shares of DBSH to participants upon vesting of their awards by way of an issue of new ordinary shares and/ or the transfer of existing ordinary shares (which may include ordinary shares held by DBSH in treasury); and
- (e) The class and/ or number of ordinary shares of DBSH comprised in an award to the extent not yet vested, and/ or which may be granted to participants, are subject to adjustment by reason of any variation in the ordinary share capital of DBSH (whether by way of a capitalisation of profits or reserves or rights issue, reduction, subdivision, consolidation, or distribution) or if DBSH makes a capital distribution or a declaration of a special dividend (whether in cash or in specie), upon the written confirmation of the auditor of DBSH that such adjustment (other than in the case of a capitalisation issue) is fair and reasonable.

During the financial year, time-based awards in respect of an aggregate of 5,344,115 ordinary shares were granted pursuant to the DBSH Share Plan to selected employees of the Bank Group. In addition, during the financial year, certain non-executive Directors received an aggregate of 34,017 share awards which vested immediately upon grant. These share awards formed part of their directors' fees for acting as Directors of DBSH in 2020.

Details of the share awards granted under the DBSH Share Plan to Directors of the Bank are as follows:

Directors of the Bank	Share awards granted during the financial year under review	Share awards vested during the financial year under review
Mr Peter Seah	18,211	18,211
Mr Olivier Lim	3,669	3,669
Mr Piyush Gupta	208,993 ⁽¹⁾	290,839
Dr Bonghan Cho	2,372	2,372
Mr Ho Tian Yee	2,776	2,776
Ms Punita Lal	1,523	1,523
Mr Anthony Lim	2,023	2,023
Mr Tham Sai Choy	3,443	3,443

⁽¹⁾ The share awards granted to Mr Piyush Gupta are time-based awards which will vest over a 4-year period. The 208,993 share awards were granted in February 2021 and formed part of his remuneration for 2020.

Arrangements to enable Directors to acquire shares or debentures

Neither at the end of, nor at any time during the financial year, was the Bank a party to any arrangement, the object of which is to enable the Directors to acquire benefits through the acquisition of shares in, or debentures of, the Bank or any other body corporate, save as disclosed in this statement.

Independent Auditor

PricewaterhouseCoopers LLP has expressed its willingness to accept re-appointment as independent external auditor.

On behalf of the Directors

Mr Peter Seah

Mr Piyush Gupta

11 February 2022
Singapore

INDEPENDENT AUDITOR’S REPORT TO THE MEMBERS OF DBS BANK LTD.

Report on the Audit of the Financial Statements

Our opinion

In our opinion, the accompanying consolidated financial statements of DBS Bank Ltd. (the “Bank”) and its subsidiaries (the “Bank Group”) and the balance sheet, income statement, statement of comprehensive income and statement of changes in equity of the Bank are properly drawn up in accordance with the provisions of the Companies Act 1967 (the “Act”) and Singapore Financial Reporting Standards (International) (“SFRS(I)s”) so as to give a true and fair view of the consolidated financial position of the Bank Group and the financial position of the Bank as at 31 December 2021 and of the consolidated financial performance, the consolidated changes in equity and the consolidated cash flows of the Bank Group, and of the financial performance and changes in equity of the Bank for the financial year ended on that date.

What we have audited

The financial statements of the Bank Group and the Bank comprise:

- the income statements of the Bank Group and the Bank for the year ended 31 December 2021;
- the statements of comprehensive income of the Bank Group and the Bank for the year ended 31 December 2021;
- the balance sheets of the Bank Group and of the Bank as at 31 December 2021;
- the consolidated statement of changes in equity of the Bank Group for the year then ended;
- the statement of changes in equity of the Bank for the year then ended;
- the consolidated cash flow statement of the Bank Group for the year then ended; and
- the notes to the financial statements, including a summary of significant accounting policies.

Basis for opinion

We conducted our audit in accordance with Singapore Standards on Auditing (“SSAs”). Our responsibilities under those standards are further described in the *Auditor’s Responsibilities for the Audit of the Financial Statements* section of our report.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion.

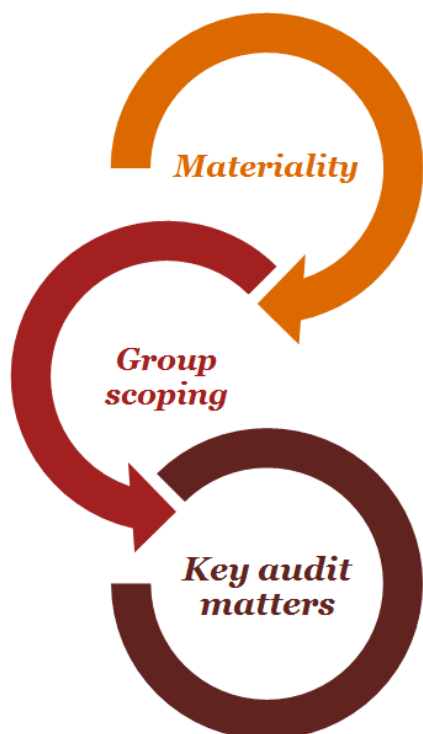
Independence

We are independent of the Bank Group in accordance with the Accounting and Corporate Regulatory Authority Code of Professional Conduct and Ethics for Public Accountants and Accounting Entities (“ACRA Code”) together with the ethical requirements that are relevant to our audit of the financial statements in Singapore, and we have fulfilled our other ethical responsibilities in accordance with these requirements and the ACRA Code.

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF DBS BANK LTD. (continued)

Our audit approach

Overview



Materiality

- We determined the overall Bank Group materiality based on 5% of the Bank Group's profit before tax.

Group scoping

- Full scope audit procedures were performed over the Singapore Operations of DBS Bank Ltd. and DBS Bank (Hong Kong) Limited ("significant components").
- We identified DBS Bank Ltd. Hong Kong, Taipei and Seoul Branches, DBS Bank (China) Limited, PT Bank DBS Indonesia, DBS Bank (Taiwan) Ltd and DBS Bank India Limited as component entities where certain account balances were considered to be significant in size in relation to the Bank Group ("other components"). Consequently, audit and specified procedures for the significant account balances of these components were performed to obtain sufficient and appropriate audit evidence.

Key audit matters

- Specific allowances for loans and advances to customers
- General allowances for credit losses (Stage 1 and 2 Expected Credit Loss)
- Goodwill
- Valuation of financial instruments held at fair value

As part of designing our audit, we determined materiality and assessed the risks of material misstatement in the accompanying financial statements. In particular, we considered where management made subjective judgements; for example, in respect of significant accounting estimates that involved making assumptions and considering future events that are inherently uncertain. As in all of our audits, we also addressed the risk of management override of internal controls, including, among other matters, consideration of whether there was evidence of bias that represented a risk of material misstatement due to fraud.

Materiality

The scope of our audit was influenced by our application of materiality. An audit is designed to obtain reasonable assurance as to whether the consolidated financial statements are free from material misstatement. Misstatements may arise due to fraud or error. They are considered material if, individually or in aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of the consolidated financial statements.

Based on our professional judgement, we determined certain quantitative thresholds for materiality, including the overall Bank Group materiality for the consolidated financial statements as a whole, as set out in the table below. These, together with qualitative considerations, helped us to determine the

**INDEPENDENT AUDITOR’S REPORT TO THE MEMBERS OF
DBS BANK LTD. (continued)**

scope of our audit and the nature, timing and extent of our audit procedures and to evaluate the effect of misstatements, both individually and on the financial statements as a whole.

How we determined overall Bank Group materiality 5% of the Bank Group’s profit before tax

Rationale for benchmark applied

- We chose ‘profit before tax’ as, in our view, it is the benchmark against which performance of the Bank Group is most commonly measured.
- We selected 5% based on our professional judgement, noting that it is also within the range of commonly accepted profit-related thresholds.

In performing our audit, we allocated materiality levels to the significant components and other components of the Bank Group. These are less than the overall Bank Group materiality.

How we developed the audit scope

We tailored the scope of our audit in order to perform sufficient work to enable us to provide an opinion on the financial statements as a whole, taking into account the structure of the Bank Group, the accounting processes and controls, and the industry in which the Bank Group operates. The Bank Group’s financial reporting process is dependent on its Information Technology (“IT”) systems. Our audit scope included testing the operating effectiveness of the controls over the integrity of key financial data processed through the IT systems that are relevant to financial reporting.

In establishing the overall Bank Group audit approach, we determined the extent of audit procedures that were needed to be performed across the Bank Group by us or by other PwC network firms, operating under our instruction, who are familiar with the local laws and regulations in each respective territory, (the “component auditors”). Where the work was performed by component auditors, we determined the level of involvement we needed to have in the procedures to be able to conclude whether sufficient and appropriate audit evidence had been obtained as a basis for our opinion on the financial statements as a whole.

**INDEPENDENT AUDITOR’S REPORT TO THE MEMBERS OF
DBS BANK LTD. (continued)**

Key audit matters

Key audit matters are those matters that, in our professional judgement, were of most significance in our audit of the financial statements for the financial year ended 31 December 2021. These matters were addressed in the context of our audit of the financial statements as a whole, and in forming our opinion thereon, and we do not provide a separate opinion on these matters.

Key audit matter	How our audit addressed the key audit matter
<p>Specific allowances for loans and advances to customers</p> <p>As at 31 December 2021, the specific allowances for loans and advances to customers of the Bank Group was \$2,545 million, the majority of which related to Institutional Banking Group (“IBG”) customers. Specific allowances refer to loss allowances for credit-impaired exposures (i.e. Stage 3, per SFRS (I) 9). Expected Credit Losses (“ECL”) on non-impaired exposures (i.e. Stage 1 and Stage 2) are set out under the ‘General allowances for credit losses’ key audit matter.</p> <p>We focused on this area because of the subjective judgements used by management in determining the necessity for, and estimating the size of, allowances against loans and advances.</p> <p>In particular, we focused on specific allowances for loans and advances to IBG customers because any assessment of impairment can be inherently subjective and involves significant judgement over both the timing of recognition of any impairment and the estimation of the size of such impairment. This includes:</p> <ul style="list-style-type: none"> • the principal assumptions underlying the calculation of specific allowances for loans and advances to IBG customers where there is evidence of impairment losses (including the future profitability of the borrowers and the expected realisable value of collateral held); and • the classification of loans and advances in line with MAS Notice 612 (“MAS 612”) and 612A (“MAS 	<p>We assessed the design and evaluated the operating effectiveness of the controls over the specific allowances for loans and advances to IBG customers. These controls included:</p> <ul style="list-style-type: none"> • oversight of credit risk by the Group Credit Risk Committee; • timely management review of credit risk; • the watchlist identification and monitoring process; • timely identification of impairment events; • classification of loans and advances in line with MAS 612 and MAS612A; and • the collateral monitoring and valuation processes. <p>We determined that we could rely on these controls for the purposes of our audit.</p> <p>We inspected a sample of loans and advances to IBG customers to assess whether the classification of the loans and advances was in line with MAS 612 and MAS 612A and, where there was evidence of an impairment loss, whether it had been identified in a timely manner. This included, where relevant, how forbearance had been considered, with particular focus on the impact of COVID-19.</p> <p>Where impairment had been identified, for a sample of loans and advances, our work included:</p> <ul style="list-style-type: none"> • considering the latest developments in relation to the borrower; • examining the forecasts of future cash flows prepared by management, including key assumptions in relation to the amount and timing of recoveries; • comparing the collateral valuation and other sources of repayment to support the calculation of the impairment against external evidence, where available, including independent valuation reports; • challenging management’s assumptions; and • testing the calculations.

**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF
DBS BANK LTD. (continued)**

Key audit matter	How our audit addressed the key audit matter
<p>612A”).</p> <p>We applied judgement in selecting samples focused on borrowers with exposures to certain sectors in view of continued heightened credit risks and the effects of the COVID-19 pandemic impacting the portfolio.</p> <p>(Refer also to Notes 3 and 17 to the financial statements.)</p>	<p>For a sample of performing loans and advances to IBG customers which had not been identified by management as potentially impaired, considering the latest developments in relation to the borrower, we challenged management’s assumptions on whether their classification was appropriate, using external evidence where available in respect of the relevant borrower.</p> <p>Based on procedures performed, we have assessed that the aggregate specific allowance for loans and advances is appropriate.</p>
<p>General allowances for credit losses (Stage 1 and 2 Expected Credit Loss)</p> <p>SFRS(I) 9 <i>Financial Instruments</i> (“SFRS(I) 9”) requires an ECL impairment model which takes into account forward-looking information to reflect potential future economic events. In estimating ECL over future time periods, significant judgement is required. Further, the COVID-19 pandemic has meant assumptions regarding economic outlook, and the consequent impact on the Bank Group’s customers, are uncertain, increasing the degree of judgement required.</p> <p>We focused on the Bank Group’s measurement of general allowances on non-impaired exposures (\$3,876 million). This covers both ‘Stage 1’ exposures (where there has not been a significant increase in credit risk), and ‘Stage 2’ exposures (where a significant increase in credit risk has been observed). The ECL framework implemented by the Bank Group involves significant judgement and assumptions that relate to, amongst others:</p> <ul style="list-style-type: none"> • adjustments to the Bank Group’s Basel credit models and parameters; • use of forward-looking and macro-economic information; • estimates for the expected lifetime of revolving credit facilities; 	<p>We critically assessed management’s assumptions and estimates relating to Stage 1 and Stage 2 ECL for retail and non-retail portfolios as at 31 December 2021. This included assessing refinements in methodologies made during the year.</p> <p>We tested the design and operating effectiveness of key controls focusing on:</p> <ul style="list-style-type: none"> • involvement of governance committees, in reviewing and approving certain forward-looking macroeconomic assumptions, including post model adjustments which reflect the unprecedented and higher uncertainty in credit outlook as a result of COVID-19; • completeness and accuracy of external and internal data inputs into the ECL calculations; and • accuracy and timeliness of allocation of exposures into Stage 1 and Stage 2 based on quantitative and qualitative triggers. <p>The Bank Group’s internal experts continue to perform independent model validation of selected aspects of the Bank Group’s ECL methodologies and assumptions each year. We reviewed their results as part of our work.</p> <p>We also involved specialists to review the ECL of selected credit portfolios to assess if the methodologies and estimates are appropriate.</p> <p>Through the course of our work, we challenged the rationale and calculation basis of post model adjustments. We also assessed the reasonableness of certain forward-looking economic inputs, as well as the overall ECL output, in light of credit conditions that may be expected to arise from the impact of COVID-19.</p>

**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF
DBS BANK LTD. (continued)**

Key audit matter	How our audit addressed the key audit matter
<ul style="list-style-type: none"> assessment of significant increase in credit risk; and post model adjustments to account for limitations in the ECL models, for example the risk to the credit portfolio from the current COVID-19 pandemic. <p>(Refer also to Notes 3 and 11 to the financial statements.)</p>	<p>Overall, we concluded that the Bank Group's ECL on non-impaired exposures is appropriate.</p>
<p>Goodwill</p> <p>As at 31 December 2021, the Bank Group had \$5,362 million of goodwill as a result of acquisitions.</p> <p>We focused on this area as management makes significant judgements in estimating future cash flows when undertaking its annual goodwill impairment assessment.</p> <p>The key assumptions used in the discounted cash flow analyses relate to:</p> <ul style="list-style-type: none"> cash flow forecasts; discount rate; and long-term growth rate. <p>(Refer also to Notes 3 and 26 to the financial statements.)</p>	<p>We assessed the appropriateness of management's identification of the Bank Group's cash generating units and the process by which indicators of impairment were identified.</p> <p>During the year, the Bank Group refined its goodwill calculation for its acquisition of Lakshmi Vilas Bank. We have reviewed and assessed the basis of calculating the goodwill amount, and reviewed management's goodwill impairment assessment as at 31 December 2021.</p> <p>For DBS Bank (Hong Kong) Limited's franchise (goodwill of \$4,631 million as at 31 December 2021), we evaluated management's cash flow forecasts and the process by which they were developed. Together with valuation specialists in our team, we assessed discount rate and growth rate assumptions against the Bank Group's own historical performance and available external industry and economic indicators.</p> <p>We reviewed management's sensitivity analysis over the key assumptions to determine whether any reasonably possible change in these assumptions would result in an impairment, and also performed our own stress analysis based on the circumstances in Hong Kong and considering the market outlook given the ongoing COVID-19 pandemic.</p> <p>We concur with management's assessment that goodwill balances are not impaired as at 31 December 2021.</p>
<p>Valuation of financial instruments held at fair value</p> <p>Financial instruments held by the Bank Group at fair value include derivative assets and liabilities, trading securities, certain debt instruments and other assets and liabilities designated at fair value.</p>	<p>We assessed the design and tested the operating effectiveness of the controls over the Bank Group's financial instruments valuation processes. These included the controls over:</p> <ul style="list-style-type: none"> management's testing and approval of new models and revalidation of existing models; the completeness and accuracy of pricing data inputs into valuation models;

**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF
DBS BANK LTD. (continued)**

Key audit matter	How our audit addressed the key audit matter
<p>The Bank Group's financial instruments are predominantly valued using quoted market prices ('Level 1') or market observable prices ('Level 2'). The valuations of 'Level 3' instruments rely on significant unobservable inputs.</p> <p>We considered the overall valuation of financial instruments (Level 1, 2 and 3) to be a key audit matter given the financial significance to the Bank Group, the nature of the underlying products and the estimation involved to determine fair value.</p> <p>In determining fair value, management also make adjustments to recognise credit risk, funding costs, bid-offer spreads and, in some cases, parameter and model risk limitations. This is broadly consistent with the banking industry, albeit the methodology to calculate some of these adjustments is continuing to evolve.</p> <p>(Refer also to Notes 3 and 40 to the financial statements.)</p>	<ul style="list-style-type: none"> • monitoring of collateral disputes; and • governance mechanisms and monitoring over the valuation processes (including derivative valuation adjustments) by the Group Market and Liquidity Risk Committee and the Group Valuation Committee. <p>We determined that we could rely on the controls for the purposes of our audit. In addition, we:</p> <ul style="list-style-type: none"> • engaged our own specialists to use their own models and input sources to determine an independent estimate of fair value for a sample of the Bank Group's Level 1 and Level 2 financial instruments. We compared these to the Bank Group's calculations of fair value to assess individual material valuation differences or systemic bias; • assessed the reasonableness of the methodologies used and the assumptions made for a sample of financial instrument valuations with significant unobservable valuation inputs (Level 3 instruments); • performed procedures on collateral disputes to identify possible indicators of inappropriate valuations; • performed tests of inputs and assessed the methodology over fair value adjustments, in light of available market data and industry trends; and • considered the implications of global reforms to Interest Reference Rates ("IBOR Reform") in our assessment of fair value. <p>Overall, we considered that the valuation of financial instruments held at fair value was within a reasonable range of outcomes.</p>

Other Information

Management is responsible for the other information. The other information comprises the Directors' Statement (but does not include the financial statements and our auditor's report thereon), which we obtained prior to the date of this auditor's report.

Our opinion on the financial statements does not cover the other information and we do not and will not express any form of assurance conclusion thereon.

In connection with our audit of the financial statements, our responsibility is to read the other information identified above and, in doing so, consider whether the other information is materially inconsistent with the financial statements or our knowledge obtained in the audit, or otherwise appears to be materially misstated.

INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF DBS BANK LTD. (continued)

If, based on the work we have performed on the other information that we obtained prior to the date of this auditor's report, we conclude that there is a material misstatement of this other information, we are required to report that fact. We have nothing to report in this regard.

When we read the Other Sections, if we conclude that there is a material misstatement therein, we are required to communicate the matter to those charged with governance and take appropriate actions in accordance with SSAs.

Responsibilities of Management and Directors for the Financial Statements

Management is responsible for the preparation of financial statements that give a true and fair view in accordance with the provisions of the Act and SFRS(I)s, and for devising and maintaining a system of internal accounting controls sufficient to provide a reasonable assurance that assets are safeguarded against loss from unauthorised use or disposition; and transactions are properly authorised and that they are recorded as necessary to permit the preparation of true and fair financial statements and to maintain accountability of assets.

In preparing the financial statements, management is responsible for assessing the Bank Group's ability to continue as a going concern, disclosing, as applicable, matters related to going concern and using the going concern basis of accounting unless management either intends to liquidate the Bank Group or to cease operations, or has no realistic alternative but to do so.

The directors' responsibilities include overseeing the Bank Group's financial reporting process.

Auditor's Responsibilities for the Audit of the Financial Statements

Our objectives are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinion. Reasonable assurance is a high level of assurance, but is not a guarantee that an audit conducted in accordance with SSAs will always detect a material misstatement when it exists. Misstatements can arise from fraud or error and are considered material if, individually or in the aggregate, they could reasonably be expected to influence the economic decisions of users taken on the basis of these financial statements.

As part of an audit in accordance with SSAs, we exercise professional judgement and maintain professional scepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinion. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control.
- Obtain an understanding of internal control relevant to the audit in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the Bank Group's internal control.
- Evaluate the appropriateness of accounting policies used and the reasonableness of accounting estimates and related disclosures made by management.
- Conclude on the appropriateness of management's use of the going concern basis of accounting and, based on the audit evidence obtained, whether a material uncertainty exists related to events or conditions that may cast significant doubt on the Bank Group's ability to continue as a going concern. If we conclude that a material uncertainty exists, we are required to draw attention in our auditor's report to the related disclosures in the financial statements or, if such disclosures are

**INDEPENDENT AUDITOR'S REPORT TO THE MEMBERS OF
DBS BANK LTD. (continued)**

inadequate, to modify our opinion. Our conclusions are based on the audit evidence obtained up to the date of our auditor's report. However, future events or conditions may cause the Bank Group to cease to continue as a going concern.

- Evaluate the overall presentation, structure and content of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Obtain sufficient and appropriate audit evidence regarding the financial information of the entities or business activities within the Bank Group to express an opinion on the consolidated financial statements. We are responsible for the direction, supervision and performance of the Bank Group audit. We remain solely responsible for our audit opinion.

We communicate with the directors regarding, among other matters, the planned scope and timing of the audit and significant audit findings, including any significant deficiencies in internal control that we identify during our audit.

We also provide the directors with a statement that we have complied with relevant ethical requirements regarding independence, and to communicate with them all relationships and other matters that may reasonably be thought to bear on our independence, and where applicable, related safeguards.

From the matters communicated with the directors, we determine those matters that were of most significance in the audit of the financial statements of the current period and are therefore the key audit matters. We describe these matters in our auditor's report unless law or regulation precludes public disclosure about the matter or when, in extremely rare circumstances, we determine that a matter should not be communicated in our report because the adverse consequences of doing so would reasonably be expected to outweigh the public interest benefits of such communication.

Report on Other Legal and Regulatory Requirements

In our opinion, the accounting and other records required by the Act to be kept by the Bank and by those subsidiary corporations incorporated in Singapore of which we are the auditors, have been properly kept in accordance with the provisions of the Act.

The engagement partner on the audit resulting in this independent auditor's report is Antony Eldridge.

PricewaterhouseCoopers LLP
Public Accountants and Chartered Accountants
Singapore, 11 February 2022

DBS Bank Ltd. and its subsidiaries
Income Statements
For the Year Ended 31 December 2021

In \$ millions	Note	The Group		Bank	
		2021	2020	2021	2020
Interest income		10,190	12,210	7,117	9,201
Interest expense		1,755	3,109	1,109	2,761
Net interest income	4	8,435	9,101	6,008	6,440
Net fee and commission income	5	3,526	3,061	2,441	2,140
Net trading income	6	1,774	1,388	1,286	938
Net income from investment securities	7	387	963	320	858
Other income	8	259	90	530	387
Non-interest income		5,946	5,502	4,577	4,323
Total income		14,381	14,603	10,585	10,763
Employee benefits	9	3,875	3,550	2,366	2,177
Other expenses	10	2,680	2,598	1,749	1,704
Total expenses		6,555	6,148	4,115	3,881
Profit before allowances		7,826	8,455	6,470	6,882
Allowances for credit and other losses	11	52	3,066	(118)	2,323
Profit before tax		7,774	5,389	6,588	4,559
Income tax expense	12	967	603	713	408
Net profit		6,807	4,786	5,875	4,151
Attributable to:					
Shareholders		6,781	4,754	5,875	4,151
Non-controlling interests		26	32	-	-
		6,807	4,786	5,875	4,151

(see notes on pages 7 to 90 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Statements of Comprehensive Income
For the Year Ended 31 December 2021

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Net profit	6,807	4,786	5,875	4,151
Other comprehensive income:				
Items that may be reclassified subsequently to income statement:				
Translation differences for foreign operations	378	(52)	27	(13)
Other comprehensive income of associates	12	(11)	-	-
Gains/ (losses) on debt instruments classified at fair value through other comprehensive income and cash flow hedge movements:				
Net valuation taken to equity	(737)	1,151	(578)	879
Transferred to income statement	(346)	(606)	(249)	(478)
Taxation relating to components of other comprehensive income	66	(25)	35	(10)
Items that will not be reclassified to income statement:				
Gains/ (losses) on equity instruments classified at fair value through other comprehensive income (net of tax)	122	(225)	111	(240)
Fair value change from own credit risk on financial liabilities designated at fair value (net of tax)	(32)	25	(32)	25
Defined benefit plans remeasurements (net of tax)	(11)	-	-	-
Other comprehensive income, net of tax	(548)	257	(686)	163
Total comprehensive income	6,259	5,043	5,189	4,314
Attributable to:				
Shareholders	6,212	4,997	5,189	4,314
Non-controlling interests	47	46	-	-
	6,259	5,043	5,189	4,314

(see notes on pages 7 to 90 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Balance Sheets as at 31 December 2021

In \$ millions	Note	The Group		Bank	
		2021	2020	2021	2020
Assets					
Cash and balances with central banks	14	56,377	50,618	48,688	39,388
Government securities and treasury bills	15	53,262	51,700	37,816	36,682
Due from banks		51,292	50,816	43,857	44,643
Derivatives	35	19,706	31,116	18,364	27,959
Bank and corporate securities	16	69,692	65,456	63,380	59,944
Loans and advances to customers	17	408,993	371,171	325,734	302,587
Other assets	19	15,894	19,495	11,532	14,936
Associates and joint ventures	22	2,172	862	1,272	186
Subsidiaries	21	-	-	28,545	31,860
Due from holding company		719	911	718	911
Properties and other fixed assets	25	3,262	3,338	1,806	1,849
Goodwill and intangibles	26	5,362	5,323	334	334
Total assets		686,731	650,806	582,046	561,279
Liabilities					
Due to banks		30,209	28,220	24,087	23,586
Deposits and balances from customers	27	501,959	464,850	387,824	350,079
Derivatives	35	20,416	33,088	18,880	29,537
Other liabilities	28	18,594	21,987	12,858	16,800
Other debt securities	29	46,901	39,229	45,066	38,081
Due to holding company		10,252	7,473	8,776	6,031
Due to subsidiaries		-	-	34,439	48,288
Total liabilities		628,331	594,847	531,930	512,402
Net assets		58,400	55,959	50,116	48,877
Equity					
Share capital	30	24,452	24,452	24,452	24,452
Other equity instruments	31	2,396	4,209	2,396	4,209
Other reserves	32	(600)	(38)	(425)	264
Revenue reserves	32	30,987	26,360	23,693	19,952
Shareholders' funds		57,235	54,983	50,116	48,877
Non-controlling interests	33	1,165	976	-	-
Total equity		58,400	55,959	50,116	48,877

(see notes on pages 7 to 90 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Consolidated Statement of Changes in Equity
For the Year Ended 31 December 2021

The Group In \$ millions	Attributable to shareholders of the Bank					Non-controlling interests	Total equity
	Share capital	Other equity instruments	Other reserves	Revenue reserves	Shareholders' funds		
2021							
Balance at 1 January	24,452	4,209	(38)	26,360	54,983	976	55,959
Redemption of perpetual capital securities	-	(1,813)	-	6	(1,807)	-	(1,807)
Dividends paid to holding company	-	-	-	(2,143)	(2,143)	-	(2,143)
Dividends paid to non-controlling interests	-	-	-	-	-	(23)	(23)
Capital contribution from non-controlling interests	-	-	3	-	3	152	155
Total comprehensive income	-	-	(565)	6,777	6,212	47	6,259
Other movements	-	-	-	(13)	(13)	13	-
Balance at 31 December	24,452	2,396	(600)	30,987	57,235	1,165	58,400
2020							
Balance at 1 January	24,452	2,813	(349)	25,235	52,151	960	53,111
Issue of perpetual capital securities	-	1,396	-	-	1,396	-	1,396
Redemption of preference shares	-	-	-	(800)	(800)	-	(800)
Dividends paid to holding company	-	-	-	(2,723)	(2,723)	-	(2,723)
Dividends paid on preference shares	-	-	-	(38)	(38)	-	(38)
Dividends paid to non-controlling interests	-	-	-	-	-	(31)	(31)
Capital contribution from non-controlling interests	-	-	-	-	-	1	1
Total comprehensive income	-	-	311	4,686	4,997	46	5,043
Balance at 31 December	24,452	4,209	(38)	26,360	54,983	976	55,959

(see notes on pages 7 to 90 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Statement of Changes in Equity
For the Year Ended 31 December 2021

Bank In \$ millions	Share capital	Other equity instruments	Other reserves	Revenue reserves	Total equity
2021					
Balance at 1 January	24,452	4,209	264	19,952	48,877
Redemption of perpetual capital securities	-	(1,813)	-	6	(1,807)
Dividends paid to holding company	-	-	-	(2,143)	(2,143)
Total comprehensive income	-	-	(689)	5,878	5,189
Balance at 31 December	24,452	2,396	(425)	23,693	50,116
2020					
Balance at 1 January	24,452	2,813	38	19,425	46,728
Issue of perpetual capital securities	-	1,396	-	-	1,396
Redemption of preference shares	-	-	-	(800)	(800)
Dividends paid to holding company	-	-	-	(2,723)	(2,723)
Dividends paid on preference shares	-	-	-	(38)	(38)
Total comprehensive income	-	-	226	4,088	4,314
Balance at 31 December	24,452	4,209	264	19,952	48,877

(see notes on pages 7 to 90 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Consolidated Cash Flow Statement
For the Year Ended 31 December 2021

In \$ millions	The Group	
	2021	2020
Cash flows from operating activities		
Profit before tax	7,774	5,389
Adjustments for non-cash and other items:		
Allowances for credit and other losses	52	3,066
Depreciation of properties and other fixed assets	669	648
Share of profits or losses of associates and joint ventures	(213)	(61)
Net gain on disposal, net of write-off of properties and other fixed assets	13	38
Net income from investment securities	(387)	(963)
Interest expense on lease liabilities	30	28
Profit before changes in operating assets and liabilities	7,938	8,145
Increase/ (Decrease) in:		
Due to banks	598	4,246
Deposits and balances from customers	33,162	57,164
Other liabilities	(16,913)	15,790
Other debt securities and borrowings	7,528	(14,480)
Due to holding company	2,971	594
(Increase)/ Decrease in:		
Restricted balances with central banks	(1,189)	(1,818)
Government securities and treasury bills	(1,168)	(379)
Due from banks	266	(11,450)
Bank and corporate securities	(3,277)	(1,340)
Loans and advances to customers	(35,518)	(13,460)
Other assets	15,265	(17,118)
Tax paid	(696)	(1,185)
Net cash generated from operating activities (1)	8,967	24,709
Cash flows from investing activities		
Dividends from associates	42	31
Capital distribution from an associate	10	-
Acquisition of interests in associates and joint ventures	(1,108)	-
Proceeds from disposal of properties and other fixed assets	22	8
Purchase of properties and other fixed assets	(567)	(547)
Cash and cash equivalents acquired from Lakshmi Vilas Bank (LVB)	-	93
Net cash used in investing activities (2)	(1,601)	(415)
Cash flows from financing activities		
Issue of perpetual capital securities	-	1,396
Redemption of perpetual capital securities	(1,807)	-
Redemption of preference shares	-	(800)
Dividends paid to shareholders of the Bank	(2,143)	(2,761)
Dividends paid to non-controlling interests	(23)	(31)
Capital contribution by non-controlling interests	155	1
Net cash used in financing activities (3)	(3,818)	(2,195)
Exchange translation adjustments (4)	940	170
Net change in cash and cash equivalents (1)+(2)+(3)+(4)	4,488	22,269
Cash and cash equivalents at 1 January	42,202	19,933
Cash and cash equivalents at 31 December (Note 14)	46,690	42,202

(see notes on pages 7 to 90 which form part of these financial statements)

DBS Bank Ltd. and its subsidiaries
Notes to the financial statements
Year ended 31 December 2021

These Notes are integral to the financial statements.

The consolidated financial statements for the year ended 31 December 2021 were authorised for issue by the Directors on 11 February 2022.

1. Domicile and Activities

DBS Bank Ltd. (the Bank) is incorporated and domiciled in the Republic of Singapore and has its registered office at 12 Marina Boulevard, Marina Bay Financial Centre Tower Three, Singapore 018982. It is a wholly-owned subsidiary of DBS Group Holdings Ltd (DBSH).

The Bank is principally engaged in a range of commercial banking and financial services, principally in Asia.

The financial statements relate to the Bank and its subsidiaries (the Group) and the Group's interests in associates and joint ventures.

2. Summary of Significant Accounting Policies

2.1 Basis of preparation

Compliance with Singapore Financial Reporting Standards (International) (SFRS(I))

The financial statements of the Bank and the consolidated financial statements of the Group are prepared in accordance with Singapore Financial Reporting Standards (International) (SFRS(I)).

The financial statements are presented in Singapore dollars and rounded to the nearest million, unless otherwise stated.

2.2 Significant estimates and judgement

The preparation of financial statements requires management to exercise judgement, use estimates and make assumptions in the application of policies and in reporting the amounts in the financial statements. Although these estimates are based on management's best knowledge of current events and actions, actual results may differ from these estimates. Critical accounting estimates and assumptions used that are significant to the financial statements, and areas involving a higher degree of judgement and complexity, are disclosed in Note 3.

2.3 New or amended SFRS(I) and Interpretations effective for 2021 year-end

On 1 January 2021, the Group adopted 'Amendments to SFRS(I) 9, SFRS(I) 1-39, SFRS(I) 7, SFRS(I) 4, SFRS(I) 16: Interest Rate Benchmark Reform – Phase 2'. These amendments represent the second phase of SFRS(I) amendments ('Phase 2' amendments), which were issued due to global reform of interest rate benchmarks, such as Interbank Offered Rates (IBORs), including replacing them with Alternative Reference Rates (ARRs). In accordance with the transitional provisions, the amendments have been adopted retrospectively. There is no material impact to the Group's financial statements.

Further information is included in Note 36.

2.4 New SFRS(I) and Interpretations effective for future periods

The amendments and interpretations effective for future periods do not have a significant impact on the Group's financial statements.

A) General Accounting Policies

A summary of the significant group accounting policies is described further below starting with those relating to the entire financial statements followed by those relating to the income statement, the balance sheet and other specific topics. This does not reflect the relative importance of these policies to the Group.

2.5 Group Accounting

Subsidiaries

Subsidiaries are entities (including structured entities) over which the Group has control. The Group controls an entity when it is exposed to, or has rights to, variable returns from its involvement with the entity and has the ability to affect those returns through its power over the entity.

Subsidiaries are consolidated from the date control is transferred to the Group to the date control ceases.

The acquisition method is used to account for business combinations. Please refer to Note 2.13 for the Group's accounting policy on goodwill.

All intra-group transactions and balances are eliminated on consolidation.

Associates and Joint Ventures

Associates are entities over which the Group has significant influence but no control, where the Group generally holds a shareholding of between and including 20% and 50% of the voting rights.

Joint ventures are entities which the Group has joint control and rights to the net assets of the entity.

Investments in associates and joint ventures are initially recognised at cost. On acquisition, when the Group's share of the fair value of the identifiable net assets of the investment exceeds the cost of acquisition paid by the Group, the excess is recognised in profit and loss as part of the share of profit from associates and joint ventures.

Investments in associates and joint ventures are accounted for using the equity method. Under the equity method of accounting, these investments are initially recognised at cost and adjusted thereafter to recognise the Group's share of post-acquisition profits or losses and the Group's share of other comprehensive income. Dividends received or receivable from the associates and joint ventures are recognised as a reduction of the carrying amount of the investments.

2.6 Foreign currency treatment

Functional and presentation currency

Items in the financial statements are measured using the functional currency of each entity in the Group, this being the currency of the primary economic environment in

DBS Bank Ltd. and its subsidiaries
Notes to the financial statements
Year ended 31 December 2021

which the entity operates. The Group's financial statements are presented in Singapore dollars, which is the functional currency of the Bank.

With effect from 1 January 2021, the functional currency of the Treasury Markets trading business in Singapore ("TM Singapore") changed prospectively from Singapore dollars to US dollars (USD).

The transition to the new USD functional currency on 1 January 2021 had no impact on the income statement or equity on transition date. The change in functional currency better reflects the increasing dominance of the USD in the business activities of TM Singapore.

Foreign currency transactions and balances

Transactions in foreign currencies are measured using the exchange rate at the date of the transaction.

Monetary assets and liabilities denominated in foreign currencies are translated into the functional currency of the entity undertaking the transaction at the exchange rates at the balance sheet date. Foreign exchange differences arising from this translation are recognised in the income statement within "Net trading income".

Non-monetary assets and liabilities measured at cost in a foreign currency are translated using the exchange rates at the date of the transaction.

Non-monetary assets and liabilities measured at fair values in foreign currencies are translated using the exchange rates at the date when the fair values are determined, which is generally the balance sheet date.

Unrealised foreign exchange differences arising from non-monetary financial assets and liabilities classified as fair value through profit or loss (FVPL) are recognised in the income statement as trading income.

Non-monetary financial assets that are classified at fair value through other comprehensive income (FVOCI) relates mainly to FVOCI equities. Please refer to Note 2.9 for the accounting treatment of FVOCI equities.

Subsidiaries and branches

The results and financial position of subsidiaries and branches whose functional currency is not Singapore dollars ("foreign operations") are translated into Singapore dollars in the following manner:

- Assets and liabilities are translated at the exchange rates at the balance sheet date;
- Income and expenses in the income statement are translated at exchange rates prevailing at each month-end, approximating the exchange rates at the dates of the transactions; and
- All resulting exchange differences are recognised in other comprehensive income and accumulated under capital reserves in equity. When a foreign operation is partially or fully disposed of, or when it is liquidated, such exchange differences are recognised in the income statement as part of the gain or loss.

For acquisitions prior to 1 January 2005, the foreign exchange rates at the respective dates of acquisition were

used. Please refer to Note 26 for an overview of goodwill recorded. Goodwill and fair value adjustments arising on the acquisition of a foreign operation on or after 1 January 2005 are treated as assets and liabilities of the foreign operation and translated at the closing rate.

2.7 Segment reporting

Operating segments are reported in a manner consistent with the internal reporting provided to management.

In preparing the segment information, amounts for each business segment are shown after the allocation of certain centralised costs, funding income and the application of transfer pricing, where appropriate. Transactions between segments are recorded within the segment as if they are third party transactions and are eliminated on consolidation.

Please refer to Note 47 for further details on business and geographical segment reporting.

B) Income Statement

2.8 Income recognition

Interest income and interest expense

Interest is accrued on all interest-bearing financial assets and financial liabilities, regardless of their classification and measurement, except for limited transactions measured at FVPL where the economics are better reflected in "Net trading income".

Interest income and interest expense are recognised on a time-proportionate basis using the effective interest method. The calculation includes significant fees and transaction costs that are integral to the effective interest rate, as well as premiums or discounts.

Fee and commission income

The Group earns fee and commission income from a diverse range of products and services provided to its customers. Fee and commission income are recognised when the Group has satisfied its performance obligation in providing the promised products and services to the customer, and are recognised based on contractual rates agreed with customers, net of expected waivers based on historical experience, and net of expenses directly related to it. The Group generally satisfies its performance obligation and recognises the fee and commission income on the following basis:

- Transaction-based fee and commission income is recognised on the completion of the transaction. Such fees include underwriting fees, brokerage fees, bancassurance sales commission and variable service fees, and fees related to the completion of corporate finance transactions.
- For a service that is provided over a period of time, fee and commission income is generally recognised on equal proportion basis over the period during which the related service is provided or credit risk is undertaken. This basis of recognition most appropriately reflects the nature and pattern of provision of these services to the customers over time. Fees for these services can be billed to

DBS Bank Ltd. and its subsidiaries
Notes to the financial statements
Year ended 31 December 2021

customers in advance or periodically over time. Such fees include the income from issuance of financial guarantees and bancassurance fixed service fees.

The Group does not provide any significant credit terms to customers for the above products and services.

Directly related expenses typically include brokerage fees paid, card-related expenses and sales commissions, but do not include expenses for services delivered over a period (such as service contracts) and other expenses that are not specifically related to fee and commission income transactions.

Dividend income

Dividend income is recognised when the right to receive payment is established. This is generally the ex-dividend date for listed equity securities, and the date when shareholders approve the dividend for unlisted equity securities. Dividend income arising from financial assets classified as FVPL is recognised in “Net trading income”, while those arising from FVOCI financial assets is recognised in “Net income from investment securities”.

Allowances for credit and other losses

Please refer to Note 2.11 for the accounting policy on impairment of financial assets.

C) Balance Sheet

2.9 Financial assets

Initial recognition

Purchases and sales of all financial assets are recognised on the date that the Group enters into the contractual arrangements with counterparties. When the Group acts as a trustee or in a fiduciary capacity for assets it does not directly control or benefit from, the assets and the corresponding income belonging to a customer are excluded from the financial statements.

Financial assets are initially recognised at fair value, which is generally the transaction price.

Classification and subsequent measurement

SFRS(I) 9 categorises debt-like financial assets based on the business model within which the assets are managed, and whether the assets constitute a “basic lending arrangement” where their contractual cash flows represent solely payments of principal and interest (SPPI). Interest is defined as consideration for the time value of money, credit risk, other basic lending risks and may include a profit margin.

The classification of the financial assets and the associated accounting treatment are as follows:

- Debt instruments are measured at **amortised cost** when they are in a “hold to collect” (HTC) business model and have contractual cash flows that are SPPI in nature. The objective of a HTC business model is to collect contractual principal and interest cash flows. Sales are incidental to the objective and expected to be either insignificant or infrequent. These assets consist primarily of loans in the “Consumer Banking/ Wealth Management” and “Institutional Banking” segments as well as debt securities from the “Others” segment.
- Debt instruments are measured at **fair value through other comprehensive income (FVOCI)** when they are in a “hold to collect & sell” (HTC & S) business model and have cash flows that are SPPI in nature. Both the collection of contractual cash flows and sales are integral to achieving the objective of the HTC & S business model. Assets measured at FVOCI comprise mainly of debt securities from “Treasury Markets” and the “Others” segment.

Unrealised gains or losses on FVOCI debt instruments are recorded in other comprehensive income and accumulated in FVOCI revaluation reserves. When they are sold, the accumulated fair value adjustments in FVOCI are reclassified to the income statement as “Net income from investment securities”.

- Debt instruments are measured at **fair value through profit or loss (FVPL)** when:
 - i) the assets are not SPPI in nature;
 - ii) the assets are not part of a “HTC” or “HTC & S” business model; or

- iii) the assets are designated at FVPL to eliminate or significantly reduce the measurement or recognition inconsistencies that would otherwise arise from measuring assets or liabilities on different bases.

Assets measured at FVPL are mainly recorded in the “Treasury Markets” segment. Realised and unrealised gains or losses on FVPL financial assets are taken to the income statement in the period they arise.

- Subsequent changes in fair value of non-trading equity can be taken through profit or loss or comprehensive income, as elected. The Group generally elects its non-trading equity instruments to be classified as FVOCI. Other than dividend income, gains and losses on FVOCI equity instruments are recorded in other comprehensive income and accumulated in FVOCI revaluation reserves, and not reclassified to profit or loss upon derecognition.
- Derivatives (including derivatives embedded in financial liabilities but separated for accounting purposes) are also classified as held for trading unless they are designated as hedging instruments. Derivatives are classified as assets when the fair value is positive and as liabilities when the fair value is negative. Changes in the fair value of derivatives other than those designated as hedging instruments in cash flow or net investment hedges are included in “Net trading income”.

Reclassification

Reclassification of financial assets are prohibited unless the Group changes its business model for managing financial assets. In practice, this is expected to be infrequent.

Determination of fair value

The fair value of financial assets is the price that would be received if the asset is sold in an orderly transaction between market participants at the measurement date. Fair value is generally estimated by discounting the future contractual cash flows at the current market interest rate that is available to the Group for similar financial instruments. Where applicable, a valuation reserve or pricing adjustment is applied to arrive at the fair value. The determination of fair value is considered a significant accounting policy for the Group and further details are disclosed in Note 40.

Offsetting

Financial assets and liabilities are presented net when there is a legally enforceable right to offset the recognised amounts and there is an intention to settle them on a net basis, or realise the asset and settle the liability simultaneously.

Derecognition

Financial assets are derecognised when the rights to receive cash flows from the financial assets have expired or when they have been transferred together with substantially all the risks and rewards of ownership.

The Group enters into certain transactions where it transfers financial assets recognised on its balance sheet but retains either all or a portion of the risks and rewards of the transferred financial assets. In such cases, the transferred financial assets are not derecognised from the balance sheet. Such transactions include repurchase agreements described in Note 2.12. They also include transactions where control over the financial asset is retained, for example, by a simultaneous transaction (such as options) with the same counterparty to which the asset is transferred. These are mainly transacted in the "Treasury Markets" segment. In such cases, the Group continues to recognise the asset to the extent of its continuing involvement which is the extent to which it is exposed to changes in the value of the transferred asset.

Please refer to Note 18 for disclosures on transferred financial assets.

2.10 Cash and cash equivalents

For the purposes of the cash flow statement, cash and cash equivalents comprise cash on hand and non-restricted balances with central banks which are readily convertible into cash.

2.11 Impairment of financial assets at amortised cost and FVOCI

Expected Credit Losses (ECL)

ECL are recognised for all financial assets held at amortised cost, debt instruments measured at FVOCI, guarantees and undrawn credit commitments. It represents the present value of expected cash shortfalls over the residual term of a financial asset, guarantee or undrawn commitment.

At initial recognition, allowance is required for ECL resulting from possible default events that may occur within the next 12 months ('12-month ECL'). In the event of a significant increase in credit risk, allowance is required for ECL resulting from possible default events over the expected life of the instrument ('lifetime ECL').

The ECL recognised follows the three-stage model: financial instruments where 12-month ECL is recognised are considered Stage 1; financial instruments which experience a significant increase in credit risk are in Stage 2; and financial instruments with objective evidence of default or credit-impaired are in Stage 3.

- **Stage 1** - Financial instruments are classified as Stage 1 at initial recognition and will remain under Stage 1 unless they experience a significant increase in credit risk or become credit-impaired. 12-month ECL is recognised for these instruments.
- **Stage 2** - Financial instruments which experience a significant increase in credit risk (SICR) subsequent to initial recognition, but are not yet credit-impaired, will migrate from Stage 1 to Stage 2. Lifetime ECL is recognised for these instruments.

Significant increase in credit risk (SICR): SICR is assessed by comparing the risk of default at reporting date to the risk of default at origination using a range of qualitative and quantitative factors.

For wholesale exposures, a financial instrument is deemed to have experienced a significant increase in credit risk when:

- the observed change in its probability of default (PD), as observed by downgrades in the Group's internal credit risk rating for this instrument between origination and reporting dates, is more than pre-specified thresholds; or
- it is placed on internal credit watchlists for closer scrutiny of developing credit issues.

For retail exposures, days past due is the main driver, supplemented with a PD-based criterion. In any event, all retail and wholesale exposures that are more than 30 days past due are presumed to have experienced a significant increase in credit risk, unless assessed otherwise, and are classified as Stage 2.

Instruments in Stage 2 that no longer exhibit a significant increase in credit risk will be transferred back to Stage 1.

- **Stage 3** - Financial instruments that become credit-impaired with evidence of default, i.e. non-performing assets, are transferred to Stage 3. Please refer to Note 42 for the definition of non-performing assets.

Lifetime ECL is recognised for these assets. ECL for Stage 3 assets are also known as specific allowances.

A Stage 3 exposure that is restructured can be upgraded to Stage 2 if there are reasonable grounds to conclude that the obligor is able to service future principal and interest payments in accordance with the restructured terms. Stage 3 financial assets are written-off, in whole or in part, when the Group has exhausted all practical recovery efforts and has concluded that there is no reasonable expectation of future recoveries.

Measurement of ECL

ECL are unbiased and probability-weighted estimates of credit losses determined by evaluating a range of possible outcomes, considering past events, current conditions and assessments of future economic conditions at the reporting date. The ECL associated with a financial instrument is typically a product of its probability of default (PD), loss given default (LGD) and exposure at default (EAD) discounted using the original effective interest rate to the reporting date.

Component	Description
PD	Point-in-time (based on current conditions, adjusted to take into account estimates of future conditions that will impact PD) estimate of the likelihood of default.
LGD	Estimate of the loss arising on default. It is based on the difference between the contractual cash flows due and those that the Group would expect to receive, including recoveries from collaterals.

EAD	Estimate of the expected credit exposure at time of default, taking into account repayments of principal and interest as well as expected drawdowns on undrawn credit commitments and potential pay-outs on guarantees issued.
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The 12-month ECL is calculated by multiplying the 12-month PD, LGD and EAD. Lifetime ECL is calculated using the lifetime PD. The 12-month and lifetime PDs represent the probability of default occurring over the next 12 months and the remaining maturity of the instrument respectively.

In most instances, expected remaining maturity is the same as the remaining contractual life which represents the maximum contractual period over which the Group is exposed to the credit risk of the borrower. However, for some revolving products (e.g. credit cards), the expected remaining maturity may exceed the contractual maturity. In such instances, behavioural expected remaining life will be used.

ECL Modelling - Point-in-Time and Forward-Looking Adjustments

The Group leverages the models and parameters implemented under the Basel II Internal Ratings-Based (IRB) framework where possible, with appropriate modifications to meet SFRS(I) 9 requirements.

Other relevant historical information, loss experience or proxies will be utilised for portfolios without appropriate Basel models and parameters, with a view to maximise the use of available information that is reliable and supportable.

For the wholesale portfolios, credit cycle indices (CCIs) have been developed for the key industries and geographies. CCIs are summary measures that depict broad-based, sector-wide changes in credit risk, which are constructed by comparing the median expected default frequency of firms within each segment against a long-run average. Expected default frequency is in turn a market-based point-in-time default risk measure driven by the market value of firms' assets, asset volatility and leverage. CCIs are then used as inputs to convert the generally more through-the-cycle PDs derived from Basel models/parameters into the point-in-time equivalents by adding the unaccounted portion of cyclical variations, as well as to incorporate forward-looking information. LGDs are determined using historical loss data, which are adjusted for both the latest and forecasted recovery experience.

The Group relies on a Monte Carlo simulation approach to consider over 100 probability-weighted forward-looking scenarios in estimating ECL. This involves simulations of many alternative CCI scenarios to arrive at an unbiased ECL estimate that are meant to cover all possible good and bad scenarios based on known estimates.

For retail portfolios, historical loss experience is used in conjunction with the forecast loss rates which take into account relevant macroeconomic variables, such as property-prices and unemployment rates.

Expert credit judgement and post model adjustments

The measurement of ECL requires the application of expert credit judgement and post model adjustments. These include:

- assignment of credit risk ratings and determination of whether exposures should be placed on credit watchlists;
- assessment of whether a significant increase in credit risk has occurred;
- selecting and calibrating the ECL models such as CCIs;
- determining the expected remaining maturity of revolving products (e.g. overdrafts and credit cards);
- determination of the forecast loss rates; and
- application of thematic overlays based on emerging risk themes where potential risks may not be fully captured in the underlying modelled ECL. Such top-down additional modelled ECL was quantified by means of applying conditional probabilities on more severe scenarios materialising from emerging risk themes.

The Group has two thematic overlays as at 31 December 2021.

In addition to the base scenarios generated by the model, the Group has incorporated a stress scenario and assigned probabilities to the scenarios, in line with management's judgement of the likelihood of each scenario. The stress scenario assumes Covid-19 recovery being derailed by higher global inflation which triggers rate hikes and causes financial market dislocation.

An additional thematic overlay was introduced in 2021 to address pricing pressures and risks of asset stranding that the conventional energy sector could face as a result of a transition to a low-carbon economy. Probabilities were assigned to the scenarios in-line with management's judgement of the likelihood of each scenario.

Governance framework

The measurement of ECL is subject to a robust governance framework as described below.

- The Group ECL Review Committee (Review Committee) is the overarching committee for ECL related matters and comprises senior management and representatives from functions across the Group. Significant changes to ECL models and methodologies and the application of thematic overlays are subject to the oversight and approval of the Review Committee.
- The Review Committee is supported by the Group ECL Operating Committee (Operating Committee) which comprises cross functional representatives and subject matter experts. The Operating Committee recommends changes to ECL models, methodologies and thematic overlays to the Review Committee; provides oversight over system design, infrastructure and development; and establishes principles and significant policies pertaining to ECL. Group Credit Risk Models Committee oversees ECL models and credit risk models used by the Group.
- Location ECL committees are established for key overseas subsidiaries to govern and manage location-specific ECL reporting.

- ECL models are subject to independent validation by the Risk Management Group (RMG) as well as independent reviews by internal and external auditors. The validation and assurance processes cover the review of the underlying ECL methodology including its logic and conceptual soundness.

2.12 Repurchase agreements

Repurchase agreements (Repos) are arrangements where the Group sold the securities but are subject to a commitment to repurchase or redeem the securities at a pre-determined price. The securities are retained on the balance sheet as Group retains substantially all the risk and rewards of ownership and these securities are disclosed within “Financial assets pledged or transferred” (Note 19). The consideration received is recorded as financial liabilities in either “due to banks” or “deposits and balances from customers”. Short-dated repos transacted as part of Treasury Markets activities are measured at FVPL.

Reverse repurchase agreements (Reverse repos) are arrangements where the Group purchased the securities but are subject to a commitment to resell or return the securities at a pre-determined price. The risk and rewards of ownership of the collateral are not acquired by the Group and are reflected as collateral received and recorded off-balance sheet. The consideration paid is recorded as financial assets as “cash and balances with central banks”, “due from banks” or “loans and advances to customers”. Short-dated reverse repos transacted as part of Treasury Markets activities are measured at FVPL.

2.13 Goodwill

Goodwill arising from business combinations generally represents the excess of the acquisition cost over the fair value of identifiable assets acquired and liabilities and contingent liabilities assumed on the acquisition date. Goodwill is stated at cost less impairment losses and is tested at least annually for impairment.

At the acquisition date, any goodwill acquired is allocated to each of the cash-generating units (CGU) or group of CGUs expected to benefit from the combination’s synergies.

An impairment loss is recognised when the carrying amount of a CGU, or group of CGUs, including the goodwill, exceeds the applicable recoverable amount. The recoverable amount of a CGU or CGU group is the higher of the CGU’s or CGU group’s fair value less cost to sell and its value-in-use. An impairment loss on goodwill is recognised in the income statement and cannot be reversed in subsequent periods.

2.14 Properties and other fixed assets

Owned properties and other fixed assets

Properties (including investment properties) and other fixed assets are stated at cost less accumulated depreciation and impairment losses.

Depreciation is calculated using the straight-line method to write down the costs of the assets to their estimated residual values over the estimated useful lives of the

assets. No depreciation is recognised when the residual value is higher than the carrying amount.

Generally, the useful lives are as follows:

Leasehold land	100 years or over the remaining lease period, whichever is shorter. Leasehold land where the unexpired lease period is more than 100 years is not depreciated.
Buildings	30 to 50 years or over the remaining lease period, whichever is shorter.
Computer software	3 to 5 years
Office equipment, furniture and fittings	5 to 10 years
Leasehold improvements	Up to 20 years

Leased properties and other fixed assets

Lease liabilities are initially measured at the present value of lease payments to be made over the lease term at the lease commencement date. The associated right-of-use assets are measured at the amount that approximates the lease liability.

Lease liabilities are subsequently measured at amortised cost using the effective interest method. The right-of-use assets are depreciated over the lease term on a straight-line basis.

Extension options and termination options are included in the assessment of the lease term if the options are reasonably certain to be exercised or not exercised accordingly. If the Group changes its initial assessment, adjustments are made to the carrying amounts of the lease liabilities and right-of-use assets prospectively.

The recognition exceptions for short-term leases and leases of low-value assets are applied.

Please refer to Note 25 for the details of owned and leased properties and other fixed assets.

2.15 Financial liabilities

Initial recognition, classification and subsequent measurement

Financial liabilities are initially recognised at fair value. The Group generally classifies and measures its financial liabilities in accordance with the purpose for which the financial liabilities are incurred and managed. Accordingly:

- Financial liabilities are classified as **financial liabilities at fair value through profit or loss** if they are incurred for the purpose of repurchasing in the near term (“**held for trading**”), and this may include debt securities issued and short positions in securities for the purpose of ongoing market-making or trading. Financial liabilities at fair value through profit or loss can also be designated by management on initial recognition (“**designated at fair value through profit or loss**”) if doing so eliminates or significantly reduces measurement or recognition

inconsistencies that would otherwise arise, or if the financial liability contains an embedded derivative that would otherwise need to be separately recorded, or if a group of financial liabilities or financial assets and financial liabilities is managed and its performance is evaluated on a fair value basis. Financial liabilities in this classification are usually within the "Treasury Markets" segment.

Realised or unrealised gains or losses on financial liabilities held for trading and financial liabilities designated under the fair value option, except interest expense, are taken to "Net trading income" in the income statement in the period they arise.

The changes to the fair value of financial liabilities designated under the fair value option that are attributable to a reporting entity's own credit risk are taken to revenue reserves through other comprehensive income. These amounts are not transferred to the income statement even when realised.

- Derivative liabilities are treated consistently with derivative assets. Please refer to Note 2.9 for the accounting policy on derivatives.
- Other financial liabilities are carried at **amortised cost** using the effective interest method. These comprise predominantly the Group's "Deposits and balances from customers", "Due to banks" and "Other debt securities".

Where the classification and measurement of financial liabilities do not reflect the management of the financial liabilities, the Group may apply hedge accounting where permissible and relevant to better reflect the management of the financial liabilities. Please refer to Note 2.19 for details on hedging and hedge accounting.

Please refer to Note 13 for further details on the types of financial liabilities classified and measured as above.

Determination of fair value

The fair value of financial liabilities is the price that would be paid to transfer the liability in an orderly transaction between market participants at the measurement date.

Please refer to Note 40 for further fair value disclosures.

Derecognition

A financial liability is derecognised from the balance sheet when the obligation specified in the contract is discharged, cancelled or expired.

2.16 Loan commitments, letters of credit and financial guarantees

Loan commitments

Loan commitments are not recognised on the balance sheet and are disclosed in Note 34. Upon a loan draw-down, the amount of the loan is accounted for under "Loans and advances to customers" on the Group's balance sheet.

Letters of credit

Letters of credit are recorded off-balance sheet as contingent liabilities upon issuance, and the

corresponding payables to the beneficiaries and receivables from the applicants are recognised on the balance sheet upon acceptance of the underlying documents.

Financial guarantees

Financial guarantees are initially recognised in the financial statements at fair value on the date the guarantees are given.

Financial guarantees are subsequently measured at the higher of:

- the amount of the ECL (Note 2.11); and
- the unamortised portion of the fees that were received on initial recognition.

Please refer to Note 2.8 for the principles for recognising the fees.

Off-balance sheet credit exposures are managed for credit risk in the same manner as financial assets.

Please refer to Note 2.11 on the Group's accounting policies on allowances for credit losses.

2.17 Provisions and other liabilities

Provisions for other liabilities of uncertain timing and amounts are recognised when:

- the Group has a present legal or constructive obligation as a result of past events;
- it is probable that an outflow of resources embodying economic benefits will be required to settle the obligation; and
- a reliable estimate of the amount of the obligation can be made.

The amount recognised as a provision is the best estimate of the expenditure required to settle the present obligation at the balance sheet date.

2.18 Share capital and other instruments classified as equity

Ordinary shares, preference shares and other instruments which do not result in the Group having a contractual obligation to deliver cash or another financial asset, or to exchange financial assets or financial liabilities with the holder under conditions that are potentially unfavourable to the Group, are classified as equity. Distributions arising from such instruments are recognised in equity as there is no contractual obligation to pay distributions on these instruments. Incremental external costs directly attributable to the issuance of such instruments are accounted for as a deduction from equity.

Dividends are recorded during the financial year in which they are approved by the Board of Directors and declared payable.

D) Other Specific Topics

2.19 Hedging and hedge accounting

As part of the overall risk management of the Group, derivatives and other instruments are used to manage exposures to interest rate and foreign currency risks, including exposures arising from forecast transactions.

Where hedge accounting is not applied, the derivatives are treated in the same way as derivatives held for trading purposes, i.e. realised and unrealised gains and losses are recognised in "Net trading income". The Group applies hedge accounting for economic hedge relationships that meet the hedge accounting criteria. To qualify for hedge accounting, at the inception of each hedging relationship, the Group designates and documents the relationship between the hedging instrument and the hedged item; the risk management objective for undertaking the hedge transaction; and the methods used to assess the effectiveness of the hedge. At inception and on an on-going basis, the Group also assesses and measures the effectiveness of the hedging relationship between the hedging instrument and the hedged item.

Where all relevant criteria are met, hedge accounting is applied to remove the accounting mismatch between hedging instrument and the hedged item. The Group designates certain derivatives as hedging instruments in respect of foreign currency risk and interest rate risk in fair value hedges, cash flow hedges, or hedges of net investments in foreign operations as described below.

• Fair value hedges

For a qualifying fair value hedge, the changes in the fair value of the hedging instruments are recorded in the income statement, together with any changes in the fair value of the hedged item attributable to the hedged risk. If the hedge no longer meets the criteria for hedge accounting, the adjustment to the carrying amount of a hedged item is amortised, using the effective interest method, to the income statement over its remaining maturity.

However, where the hedged item is an equity instrument classified as FVOCI, changes in the fair value of the hedging instrument and the hedged item are both recorded in other comprehensive income and accumulated in FVOCI revaluation reserves. The amounts recorded in FVOCI revaluation reserves are not subsequently reclassified to the income statement.

• Cash flow hedges

The effective portion of changes in the fair value of a derivative designated and qualifying as a cash flow hedge is recognised in other comprehensive income and accumulated under the cash flow hedge reserves in equity. This amount is reclassified to the income statement in the periods when the hedged forecast cash flows affect the income statement. The ineffective portion of the gain or loss is recognised immediately in the income statement under "Net trading income".

When a hedging instrument expires or is sold, or when a hedge no longer meets the criteria for hedge accounting, any cumulative gain or loss existing in the

cash flow hedge reserves remains until the forecast transaction is recognised in the income statement. When a forecast transaction is no longer expected to occur, the cumulative gain or loss in the cash flow hedge reserves is reclassified from equity to the income statement.

• Net investment hedges

Hedges of net investments in the Group's foreign operations are accounted for in a manner similar to cash flow hedges. On disposal of the foreign operations, the cumulative gain or loss in the capital reserves is reclassified to the income statement as part of the gain or loss on disposal.

When designating the hedging instrument, the Group may elect to exclude the valuation components of currency basis spreads and forward points from the hedge relationship on a hedge-by-hedge basis.

The forward points and currency basis spreads which are excluded and recorded in other comprehensive income are:

- reclassified to the income statement when the forecast transaction occurs; or
- amortised to the income statement over the hedging tenor for time-period hedges. The amounts recorded in other comprehensive income are not subsequently reclassified to the income statement for hedges of FVOCI equities.

The Group has elected to apply the SFRS(I) 9 hedge accounting rules in full.

Please refer to Note 37 for further details relating to hedge accounting, including fair value, cash flow and net investment hedges.

2.20 Employee benefits

Employee benefits, which include base pay, cash bonuses, share-based compensation, contribution to defined contribution plans such as the Central Provident Fund, defined benefit plans and other staff-related allowances, are recognised in the income statement when incurred.

For defined contribution plans, contributions are made to publicly or privately administered funds on a mandatory, contractual or voluntary basis. Once the contributions have been paid, the Group has no further payment obligations.

Employee entitlement to annual leave is recognised when they accrue to employees. A provision is made for the estimated liability for annual unutilised leave as a result of services rendered by employees up to the balance sheet date.

2.21 Share-based compensation

Employee benefits also include share-based compensation, namely the DBSH Share Plan, the DBSH Employee Share Plan and the DBSH Employee Share Purchase Plan (the Plans). The details of the Plans are described in Note 38.

Equity instruments granted and ultimately vested under the Plans are recognised in the income statement based on the fair value of the equity instrument at the date of grant. The expense is amortised over the vesting period of each award.

2.22 Current and deferred taxes

Current income tax for current and prior periods is recognised as the amount expected to be paid or recovered from the tax authorities, using the tax rates and tax laws that have been enacted or substantively enacted by the balance sheet date. The Group considers uncertain tax positions generally at the level of the total tax liability to each tax authority for each period. The liability is determined based on the total amount of current tax expected to be paid, taking into account all tax uncertainties, using either an expected value approach or a single best estimate of the most likely outcome.

Tax assets and liabilities of the same type (current or deferred) are offset when a legal right of offset exists and settlement in this manner is intended. This applies generally when they arise from the same tax reporting group and relate to the same tax authority. Deferred income tax is provided on temporary differences arising between the tax bases of assets and liabilities and their carrying amounts in the financial statements. The amount of deferred tax provided is based on the expected manner of realisation or settlement of the carrying amount of assets and liabilities, using tax rates enacted or substantively enacted by the balance sheet date.

The amount of deferred tax assets recognised takes into account the likelihood the amount that can be used to offset payable taxes on future profits.

Deferred tax related to fair value re-measurement of FVOCI investments, which are recognised outside profit or loss, is also recognised outside profit or loss, i.e. in other comprehensive income and accumulated in the FVOCI revaluation reserves.

3. Critical Accounting Estimates

The Group's accounting policies and use of estimates are integral to the reported amounts in the financial statements. Certain accounting estimates require management's judgement in determining the appropriate methodology for valuation of assets and liabilities. Procedures are in place to ensure that methodologies are reviewed and revised as appropriate. The Group believes its estimates for determining the valuation of its assets and liabilities are appropriate.

The following is a brief description of the Group's critical accounting estimates that involve management's valuation judgement.

3.1 Impairment of financial assets

It is the Group's policy to recognise, through charges against profit, allowances in respect of estimated and inherent credit losses in its portfolio as described in Note 2.11.

ECLs are probability-weighted amounts determined by evaluating a range of possible outcomes and taking into account past events, current conditions and assessments of future economic conditions, which will necessarily involve the use of judgement.

The Covid-19 pandemic, related measures to control the spread of the virus and governmental support to mitigate the impact of the pandemic had a profound economic impact on the Group's key markets. A significant degree of judgement is thus required in estimating the ECLs in the current environment. Please refer to Note 2.11 for more details.

Please refer to Note 42 for a further description of the Group's credit risk management framework, policies and procedures.

3.2 Fair value of financial instruments

The majority of the Group's financial instruments reported at fair value are based on quoted and observable market prices or on internally developed models that are based on independently sourced or verified market parameters.

The fair value of financial instruments without an observable market price in an active market may be determined using valuation models. The choice of model requires significant judgement for complex products especially those in the "Treasury Markets" segment.

Policies and procedures have been established to facilitate the exercise of judgement in determining the risk characteristics of various financial instruments, discount rates, estimates of future cash flows and other factors used in the valuation process.

Please refer to Note 40 for further details on fair valuation and fair value hierarchy of the Group's financial instruments measured at fair value.

3.3 Goodwill impairment

The Group performs an impairment review to ensure that the carrying amount of a CGU to which goodwill is allocated does not exceed the recoverable amount of the CGU. Note 26 provides details of goodwill at the reporting date.

The recoverable amount represents the present value of the estimated future cash flows expected to arise from continuing operations. Therefore, in arriving at the recoverable amount, management exercises judgement in estimating the future cash flows, growth rate and discount rate.

3.4 Income taxes

The Group has exposure to income taxes in several jurisdictions. The Group recognises liabilities for expected tax issues based on reasonable estimate of whether additional tax will be due. Where uncertainty exists around the Group's tax position, appropriate provisions are provided based on the technical assessment of the cases. Where the final tax outcome of these positions is different from the provision provided, the differences will impact the income tax and deferred tax balances in the period in which the final tax is determined. Note 20 provides details of the Group's deferred tax assets/ liabilities.

4. Net Interest Income

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Cash and balances with central banks and Due from banks	418	647	365	565
Customer non-trade loans	6,953	8,062	4,814	6,073
Trade assets	640	1,017	337	630
Securities and others	2,179	2,484	1,601	1,933
Total interest income	10,190	12,210	7,117	9,201
Deposits and balances from customers	1,186	2,175	474	1,333
Other borrowings	569	934	635	1,428
Total interest expense	1,755	3,109	1,109	2,761
Net interest income	8,435	9,101	6,008	6,440
Comprising:				
Interest income from financial assets at FVPL	547	784	452	694
Interest income from financial assets at FVOCI	457	503	335	376
Interest income from financial assets at amortised cost	9,186	10,923	6,330	8,131
Interest expense from financial liabilities at FVPL	(194)	(229)	(158)	(207)
Interest expense from financial liabilities not at FVPL ^(a)	(1,561)	(2,880)	(951)	(2,554)
Total	8,435	9,101	6,008	6,440

(a) Includes interest expense of \$30 million (2020: \$28 million) and \$9 million (2020: \$11 million) on lease liabilities for the Group and Bank respectively

5. Net Fee and Commission Income

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Investment banking	220	148	183	133
Transaction services ^{(a) (b)}	924	824	626	572
Loan-related	413	417	313	320
Cards ^(c)	715	641	525	440
Wealth management ^(a)	1,786	1,506	1,193	1,007
Fee and commission income	4,058	3,536	2,840	2,472
Less: fee and commission expense	532	475	399	332
Net fee and commission income^(d)	3,526	3,061	2,441	2,140

(a) The institutional and retail brokerage fees previously presented under brokerage line have been reclassified to transaction services and wealth management lines respectively. Prior year's comparatives have been restated to conform with current year's presentation

(b) Includes trade & remittances, guarantees and deposit-related fees

(c) Card fees are net of interchange fees paid

(d) Includes net fee and commission income of \$139 million (2020: \$136 million) and \$119 million (2020: \$116 million) for the Group and Bank respectively, which was derived from the provision of trust and other fiduciary services during the year. Net fee and commission income earned from financial assets or liabilities not at fair value through profit or loss was \$895 million (2020: \$829 million) and \$657 million (2020: \$619 million) during the year for the Group and Bank respectively

6. Net Trading Income

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Net trading income ^(a)				
- Foreign exchange	1,190	835	872	482
- Interest rates, credit, equities and others ^(b)	186	1,226	12	1,120
Net (loss)/ gain from financial assets designated at fair value	(7)	8	(2)	8
Net gain/ (loss) from financial liabilities designated at fair value	405	(681)	404	(672)
Total	1,774	1,388	1,286	938

(a) Includes income from assets that are mandatorily classified at FVPL

(b) Includes dividend income of \$300 million (2020: \$231 million) for the Group and \$299 million (2020: \$231 million) for the Bank

7. Net Income from Investment Securities

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Debt securities				
- FVOCI	140	428	78	330
- Amortised cost	98	411	97	407
Equity securities at FVOCI ^(a)	149	124	145	121
Total^(b)	387	963	320	858
Of which: net gains transferred from FVOCI revaluation reserves	163	476	97	378

(a) Dividend income

(b) Includes fair value impact of hedges for investment securities

8. Other Income

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Net gain on disposal of properties and other fixed assets	17	8	5	8
Share of profits or losses of associates ^(a)	213	61	-	-
Others ^{(b)(c)}	29	21	525	379
Total	259	90	530	387

(a) 2021 includes a gain of \$104 million recognised on completion of the Shenzhen Rural Commercial Bank Corporation Limited transaction (Note 24.2) for the Group

(b) Includes net gains and losses from sale of loans carried at amortised cost and rental income from operating leases for both the Group and Bank

(c) Includes dividend income from subsidiaries and associates of \$491 million (2020: \$347 million) for the Bank

9. Employee Benefits

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Salaries and bonuses ^(a)	3,251	2,890	2,047	1,780
Contributions to defined contribution plans	192	181	127	124
Share-based expenses	130	128	101	100
Others	302	351	91	173
Total	3,875	3,550	2,366	2,177

(a) 2021 includes \$25 million (2020: \$172 million) and \$25 million (2020: \$158 million) of government grants recognised (deducted against salaries and bonuses) for the Group and Bank respectively

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10. Other Expenses

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Computerisation expenses ^(a)	1,080	1,093	876	886
Occupancy expenses ^(b)	416	452	205	251
Revenue-related expenses	369	332	201	170
Others ^{(c)(d)}	815	721	467	397
Total	2,680	2,598	1,749	1,704

(a) Includes hire, depreciation and maintenance costs of computer hardware and software

(b) Includes depreciation of leased office and branch premises of \$205 million (2020: \$202 million) for the Group, and \$92 million (2020: \$90 million) for the Bank and amounts incurred in the maintenance of buildings

(c) Includes office administration expenses (e.g. printing, stationery, telecommunications, etc.), legal and professional fees

(d) 2021 includes a \$100 million Corporate Social Responsibility commitment to DBS Foundation and other charitable causes for both the Group and Bank

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Depreciation expenses				
- owned properties and other fixed assets	431	415	284	281
- leased properties and other fixed assets	238	233	107	108
Hire and maintenance costs of fixed assets, including building-related expenses	379	397	264	281
Audit fees ^(a) payable to external auditors ^(b) :				
- Auditors of the Bank	4	4	4	4
- Associated firms of auditors of the Bank	5	5	1	1
Non-audit related fees payable to external auditors ^(b) :				
- Auditors of the Bank	#	1	#	1
- Associated firms of auditors of the Bank	1	1	#	#

Amount under \$500,000

(a) Includes audit related assurance fees

(b) PricewaterhouseCoopers network firms

11. Allowances for Credit and Other Losses

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Specific allowances^{(a)(b)}				
Loans and advances to customers (Note 17)	471	1,174	143	688
Investment securities (amortised cost)	#	-	(4)	-
Off-balance sheet credit exposures	8	39	4	19
Others	20	140	10	119
General allowances^(c)	(447)	1,713	(271)	1,497
Total	52	3,066	(118)	2,323

Amount under \$500,000

(a) Includes Stage 3 ECL

(b) Includes charge of \$1 million (2020: charge of \$3 million) for the Group and write-back of less than \$500,000 (2020: write-back of \$1 million) for the Bank for non-credit exposures

(c) Refers to Stage 1 and 2 ECL

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The following tables explain the changes in ECL under SFRS(I) 9 in 2021 and 2020 which are attributable to the following factors:

- Transfers between stages.
- Net portfolio changes, which are determined on an obligor basis i.e. originations with new obligors net of derecognitions of former obligors.
- Remeasurements, which include the impact of changes in model inputs or assumptions, partial repayments, additional drawdowns on existing facilities and changes in ECL following a transfer between stages.

In \$ millions	The Group			Total
	General allowances (Non-impaired)		Specific allowances (Impaired)	
	Stage 1	Stage 2	Stage 3	
2021				
Balance at 1 January	2,507	1,805	3,014	7,326
Changes in allowances recognised in opening balance that were transferred to/ (from)	34	(191)	157	-
-Stage 1	(40)	40	-	-
-Stage 2	144	(144)	-	-
-Stage 3	(70)	(87)	157	-
Net portfolio changes	88	(63)	-	25
Remeasurements	(403)	88	341	26
Net write-offs ^(a)	-	-	(655)	(655)
Exchange and other movements	5	6	69	80
Balance at 31 December	2,231	1,645	2,926	6,802
Charge in the income statement	(281)	(166)	498	51
2020				
Balance at 1 January	1,090	1,421	2,502	5,013
Changes in allowances recognised in opening balance that were transferred to/ (from)	106	(288)	182	-
-Stage 1	(38)	38	-	-
-Stage 2	163	(163)	-	-
-Stage 3	(19)	(163)	182	-
Net portfolio changes	68	(90)	-	(22)
Remeasurements	1,151	766	1,168	3,085
Net write-offs ^(a)	-	-	(777)	(777)
Amalgamation of LVB	96	-	-	96
Exchange and other movements	(4)	(4)	(61)	(69)
Balance at 31 December	2,507	1,805	3,014	7,326
Charge in the income statement	1,325	388	1,350	3,063

(a) Write-offs net of recoveries

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In \$ millions	Bank			Total
	General allowances (Non-impaired)		Specific allowances (Impaired)	
	Stage 1	Stage 2	Stage 3	
2021				
Balance at 1 January	1,963	1,515	2,351	5,829
Changes in allowances recognised in opening balance that were transferred to/ (from)	82	(148)	66	-
-Stage 1	(30)	30	-	-
-Stage 2	118	(118)	-	-
-Stage 3	(6)	(60)	66	-
Net portfolio changes	73	(42)	-	31
Remeasurements	(269)	33	87	(149)
Net write-offs ^(a)	-	-	(275)	(275)
Exchange and other movements	#	#	39	39
Balance at 31 December	1,849	1,358	2,268	5,475
Charge/ (Write-back) in the income statement	(114)	(157)	153	(118)
2020				
Balance at 1 January	848	1,131	1,869	3,848
Changes in allowances recognised in opening balance that were transferred to/ (from)	88	(224)	136	-
-Stage 1	(33)	33	-	-
-Stage 2	128	(128)	-	-
-Stage 3	(7)	(129)	136	-
Net portfolio changes	21	(30)	-	(9)
Remeasurements	1,005	637	691	2,333
Net write-offs ^(a)	-	-	(286)	(286)
Exchange and other movements	1	1	(59)	(57)
Balance at 31 December	1,963	1,515	2,351	5,829
Charge/ (Write-back) in the income statement	1,114	383	827	2,324

(a) Write-offs net of recoveries

Amount under \$500,000

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The following table provides additional information on the financial instruments that are subject to ECL as at 31 December 2021 and 2020. FVPL assets and FVOCI equity instruments are not subject to ECL and therefore not reflected in the tables.

In \$ millions	The Group							
	Gross carrying value ^(c)				ECL balances			
	Stage 1	Stage 2	Stage 3	Total	Stage 1	Stage 2	Stage3	Total
2021								
Assets								
Loans and advances to customers								
- Retail	122,964	724	651	124,339	528	125	144	797
- Wholesale and others	260,763	23,814	4,639	289,216	1,508	1,373	2,401	5,282
Investment securities								
- Government securities and treasury bills ^(a)	40,582	-	-	40,582	7	-	-	7
- Bank and corporate debt securities ^(a)	42,811	1,131	97	44,039	29	11	77	117
Others ^(b)	106,039	55	229	106,323	29	2	224	255
Liabilities								
ECL on guarantees and other off-balance sheet exposures								
	-	-	-	-	130	134	80	344
Total ECL					2,231	1,645	2,926	6,802
2020								
Assets								
Loans and advances to customers								
- Retail	112,274	773	676	113,723	575	195	166	936
- Wholesale and others	236,914	20,280	5,383	262,577	1,727	1,410	2,526	5,663
Investment securities								
- Government securities and treasury bills ^(a)	39,062	-	-	39,062	9	-	-	9
- Bank and corporate debt securities ^(a)	44,593	1,170	38	45,801	28	23	15	66
Others ^(b)	106,670	120	226	107,016	28	3	211	242
Liabilities								
ECL on guarantees and other off-balance sheet exposures								
	-	-	-	-	140	174	96	410
Total ECL					2,507	1,805	3,014	7,326

(a) Includes loss allowances of \$25 million (2020: \$25 million) for debt securities that are classified as FVOCI

(b) Comprise of amounts in "Cash and balances with central banks", "Due from Banks" and "Other assets" that are subject to ECL

(c) Balances exclude off-balance sheet exposures

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In \$ millions	Bank							
	Gross carrying value ^(c)				ECL balances			
	Stage 1	Stage 2	Stage 3	Total	Stage 1	Stage 2	Stage 3	Total
2021								
Assets								
Loans and advances to customers								
- Retail	100,469	351	315	101,135	347	78	57	482
- Wholesale and others	204,498	19,961	3,451	227,910	1,340	1,141	1,865	4,346
Investment securities								
- Government securities and treasury bills ^(a)	27,726	-	-	27,726	2	-	-	2
- Bank and corporate debt securities ^(a)	38,786	1,131	59	39,976	28	11	59	98
Others ^(b)	104,263	43	215	104,521	24	#	213	237
Liabilities								
ECL on guarantees and other off-balance sheet exposures								
	-	-	-	-	108	128	74	310
Total ECL					1,849	1,358	2,268	5,475
2020								
Assets								
Loans and advances to customers								
- Retail	92,373	352	380	93,105	325	129	80	534
- Wholesale and others	193,447	15,750	4,032	213,229	1,480	1,202	2,001	4,683
Investment securities								
- Government securities and treasury bills ^(a)	25,867	-	-	25,867	1	-	-	1
- Bank and corporate debt securities ^(a)	40,472	1,080	-	41,552	27	23	-	50
Others ^(b)	105,690	8	209	105,907	23	1	195	219
Liabilities								
ECL on guarantees and other off-balance sheet exposures								
	-	-	-	-	107	160	75	342
Total ECL					1,963	1,515	2,351	5,829

Amount under \$500,000

(a) Includes loss allowances of \$22 million (2020: \$19 million) for debt securities that are classified as FVOCI

(b) Comprise of amounts in "Cash and balances with central banks", "Due from Banks", "Due from subsidiaries" and "Other assets" that are subject to ECL

(c) Balances exclude off-balance sheet exposures

The table below shows the Group's portfolio mix of the Loans and advances to customers – Wholesale and others presented in the gross carrying value table above by internal counterparty risk rating (CRR) and probability of default (PD) range:

2021 In \$ millions	The Group		
	PD range (based on Basel 12-month PDs) ^(a)	Stage 1 exposures	Stage 2 exposures
Loans and advances to customers – Wholesale and others		260,763	23,814
Of which (in percentage terms):			
CRR 1 – 6B	0.01% - 0.99%	88%	38%
CRR 7A – 7B	1.26% - 2.30%	8%	22%
CRR 8A – 9	2.57% - 28.83%	2%	39%
Others (not rated)	NA	2%	1%
Total		100%	100%

(a) Basel 12-month PDs are transformed to Point-in-Time and forward-looking PDs. Stage 2 exposures are also measured on lifetime basis

Sensitivity of ECL

The Group assessed ECL sensitivity for the wholesale and retail portfolios to changes in the allocation of exposures between Stages 1 and 2. ECL is estimated to reduce by \$1,187 million (2020: \$1,300 million) should all the exposures in Stage 2 return to Stage 1 and were assigned a lower 12-month ECL instead of lifetime ECL. The impact also reflects the higher PDs ascribed to Stage 2 exposures in addition to the recognition of lifetime instead of 12-month ECL.

As ECL estimation relies on multiple variables, no single analysis can fully demonstrate the sensitivity of the ECL to changes in macroeconomic variables.

Relief measures offered to customers

In response to the impact of Covid-19, various forms of relief measures, such as payment deferrals, had been offered to eligible retail and corporate customers. Payment deferrals were considered to be non-substantial modifications and accounted for as a continuation of the existing loan agreements.

In line with regulatory guidelines, customers' utilisation of relief measures does not automatically result in significant increase in credit risk and a transfer to Stage 2. The assessment of customer's risk of default continues to be performed comprehensively, taking into account the customer's ability to make payments based on the rescheduled payments and their creditworthiness in the long term.

12. Income Tax Expense

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Current tax expense				
- Current year	1,001	722	767	475
- Prior years' provision	(96)	2	(96)	10
Deferred tax expense				
- Prior years' provision	8	3	7	-
- (Reversal)/ Origination of temporary differences	54	(124)	35	(77)
Total	967	603	713	408

The deferred tax (credit)/ expense in the income statement comprises the following temporary differences:

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Accelerated tax depreciation	19	4	20	5
Allowances for credit and other losses	66	(106)	16	(41)
Other temporary differences	(23)	(19)	6	(41)
Deferred tax expense charged to income statement	62	(121)	42	(77)

The tax on the Group's profit before tax differs from the theoretical amount computed using the Singapore basic tax rate due to:

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Profit before tax	7,774	5,389	6,588	4,559
Prima facie tax calculated at a tax rate of 17% (2020: 17%)	1,322	916	1,120	775
Effect of different tax rates in other countries	48	19	22	8
Effect of change in country's tax rate ^(a)	-	11	-	-
Net income not subject to tax	(47)	(117)	(105)	(152)
Net income taxed at concessionary rate	(293)	(287)	(293)	(287)
Expenses not deductible for tax	26	13	24	10
Others	(89)	48	(55)	54
Income tax expense charged to income statement	967	603	713	408

(a) 2020 balance for the Group relates to impact from revaluation of net deferred tax asset due to a cut in Indonesia's corporate tax rate.

Deferred income tax relating to FVOCI financial assets and cash flow hedge reserves of \$60 million was credited (2020: \$15 million debited) and own credit risk of \$2 million was credited (2020: \$2 million debited) directly to equity for the Group.

Deferred income tax relating to FVOCI financial assets and cash flow hedge reserves of \$29 million was credited (2020: nil) and own credit risk of \$2 million was credited (2020: \$2 million debited) directly to equity for the Bank.

Please refer to Note 20 for further information on deferred tax assets/ liabilities.

13. Classification of Financial Instruments

In \$ millions	The Group						Total
	Mandatorily at FVPL ^(c)	FVPL designated	Amortised cost	FVOCI-Debt	FVOCI-Equity	Hedging derivatives	
2021							
Assets							
Cash and balances with central banks	-	-	52,475	3,902	-	-	56,377
Government securities and treasury bills	12,587	97	22,653	17,925	-	-	53,262
Due from banks	15,447	-	34,548	1,297	-	-	51,292
Derivatives	18,866	-	-	-	-	840	19,706
Bank and corporate securities	22,813	-	26,963	16,981	2,935	-	69,692
Loans and advances to customers	1,492	25	407,476	-	-	-	408,993
Other financial assets	-	-	15,267	-	-	-	15,267
Due from holding company	-	-	719	-	-	-	719
Total financial assets	71,205	122	560,101	40,105	2,935	840	675,308
Other asset items outside the scope of SFRS(I) 9 ^(a)							11,423
Total assets							686,731
Liabilities							
Due to banks	5,429	-	24,780	-	-	-	30,209
Deposits and balances from customers	-	229	501,730	-	-	-	501,959
Derivatives	19,127	-	-	-	-	1,289	20,416
Other financial liabilities	2,695	-	14,871	-	-	-	17,566
Other debt securities	126	10,600	36,175	-	-	-	46,901
Due to holding company	-	-	10,252	-	-	-	10,252
Total financial liabilities	27,377	10,829	587,808	-	-	1,289	627,303
Other liability items outside the scope of SFRS(I) 9 ^(b)							1,028
Total liabilities							628,331
2020							
Assets							
Cash and balances with central banks	699	-	46,482	3,437	-	-	50,618
Government securities and treasury bills	12,596	45	21,689	17,370	-	-	51,700
Due from banks	11,332	-	38,237	1,247	-	-	50,816
Derivatives	30,595	-	-	-	-	521	31,116
Bank and corporate securities	17,348	-	26,674	19,080	2,354	-	65,456
Loans and advances to customers	1,120	350	369,701	-	-	-	371,171
Other financial assets	-	-	18,871	-	-	-	18,871
Due from holding company	-	-	911	-	-	-	911
Total financial assets	73,690	395	522,565	41,134	2,354	521	640,659
Other asset items outside the scope of SFRS(I) 9 ^(a)							10,147
Total assets							650,806
Liabilities							
Due to banks	1,823	-	26,397	-	-	-	28,220
Deposits and balances from customers	-	623	464,227	-	-	-	464,850
Derivatives	31,642	-	-	-	-	1,446	33,088
Other financial liabilities	1,525	-	19,646	-	-	-	21,171
Other debt securities	203	8,130	30,896	-	-	-	39,229
Due to holding company	-	-	7,473	-	-	-	7,473
Total financial liabilities	35,193	8,753	548,639	-	-	1,446	594,031
Other liability items outside the scope of SFRS(I) 9 ^(b)							816
Total liabilities							594,847

(a) Includes associates and joint ventures, goodwill and intangibles, properties and other fixed assets, and deferred tax assets

(b) Includes current tax liabilities and deferred tax liabilities

(c) Includes assets and liabilities that are held for trading and debt-type financial assets that are not SPPI in nature

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In \$ millions	Mandatorily at FVPL ^(c)	FVPL designated	Amortised cost	Bank			Hedging derivatives	Total
				FVOCI- Debt	FVOCI- Equity			
2021								
Assets								
Cash and balances with central banks	-	-	47,116	1,572	-	-	-	48,688
Government securities and treasury bills	9,994	97	16,991	10,734	-	-	-	37,816
Due from banks	14,215	-	28,345	1,297	-	-	-	43,857
Derivatives	17,616	-	-	-	-	748	-	18,364
Bank and corporate securities	20,632	-	25,715	14,184	2,849	-	-	63,380
Loans and advances to customers	1,492	25	324,217	-	-	-	-	325,734
Other financial assets	-	-	11,483	-	-	-	-	11,483
Due from subsidiaries	-	-	15,587	-	-	-	-	15,587
Due from holding companies	-	-	718	-	-	-	-	718
Total financial assets	63,949	122	470,172	27,787	2,849	748	-	565,627
Other asset items outside the scope of SFRS(I) 9 ^(a)								16,419
Total assets								582,046
Liabilities								
Due to banks	3,009	-	21,078	-	-	-	-	24,087
Deposits and balances from customers	-	131	387,693	-	-	-	-	387,824
Derivatives	17,752	-	-	-	-	1,128	-	18,880
Other financial liabilities	2,106	-	9,961	-	-	-	-	12,067
Other debt securities	126	10,598	34,342	-	-	-	-	45,066
Due to holding company	-	-	8,776	-	-	-	-	8,776
Due to subsidiaries	-	-	34,439	-	-	-	-	34,439
Total financial liabilities	22,993	10,729	496,289	-	-	1,128	-	531,139
Other liability items outside the scope of SFRS(I) 9 ^(b)								791
Total liabilities								531,930
2020								
Assets								
Cash and balances with central banks	699	-	37,243	1,446	-	-	-	39,388
Government securities and treasury bills ^(d)	10,771	45	16,793	9,073	-	-	-	36,682
Due from banks	10,359	-	33,413	871	-	-	-	44,643
Derivatives	27,548	-	-	-	-	411	-	27,959
Bank and corporate securities	16,156	-	25,595	15,926	2,267	-	-	59,944
Loans and advances to customers	1,120	350	301,117	-	-	-	-	302,587
Other financial assets	-	-	14,865	-	-	-	-	14,865
Due from subsidiaries	-	-	19,078	-	-	-	-	19,078
Due from holding companies	-	-	911	-	-	-	-	911
Total financial assets	66,653	395	449,015	27,316	2,267	411	-	546,057
Other asset items outside the scope of SFRS(I) 9 ^(a)								15,222
Total assets								561,279
Liabilities								
Due to banks	298	-	23,288	-	-	-	-	23,586
Deposits and balances from customers	-	403	349,676	-	-	-	-	350,079
Derivatives	28,193	-	-	-	-	1,344	-	29,537
Other financial liabilities	1,297	-	14,787	-	-	-	-	16,084
Other debt securities	203	8,130	29,748	-	-	-	-	38,081
Due to holding company	-	-	6,031	-	-	-	-	6,031
Due to subsidiaries	-	-	48,288	-	-	-	-	48,288
Total financial liabilities	29,991	8,533	471,818	-	-	1,344	-	511,686
Other liability items outside the scope of SFRS(I) 9 ^(b)								716
Total liabilities								512,402

(a) Includes investments in subsidiaries, associates and joint ventures, properties and other fixed assets, and deferred tax assets

(b) Includes current tax liabilities and deferred tax liabilities

(c) Includes assets and liabilities that are held for trading and debt-type financial assets that are not SPPI in nature

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Financial assets and liabilities are presented net when there is a legally enforceable right to offset the recognised amounts, and there is intention to settle them on a net basis or to realise the asset and settle the liability simultaneously.

Financial assets and liabilities offset on the balance sheet

As at 31 December 2021, “Loans and advances to customers” of \$18 million (2020: \$24 million) were set off against “Deposits and balances from customers” of \$18 million (2020: \$24 million) for the Group because contractually the Group has a legally enforceable right to set off these amounts, and intends to settle the loans and the deposits simultaneously at maturity or termination dates.

Financial assets and liabilities subject to netting agreements but not offset on the balance sheet

The Group enters into master netting arrangements with counterparties where it is appropriate and feasible to do so to mitigate counterparty risk. The credit risk associated with favourable contracts is reduced by a master netting arrangement to the extent that if an event of default occurs, all amounts with the counterparty are settled on a net basis. Master netting arrangements do not result in an offset of financial assets and liabilities on the balance sheet, as the legal right to offset the transactions is conditional upon default.

These agreements include derivative master agreements (including the International Swaps and Derivatives Association (ISDA) Master Agreement), global master repurchase agreements and global securities lending agreements. The collaterals received and pledged under these agreements are generally conducted under terms that are in accordance with normal market practice. The agreements may allow rehypothecation of collateral received and there may be ongoing margin requirements to mitigate counterparty risk.

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The disclosures set out in the tables below pertain to financial assets and liabilities that are not offset in the Group's and Bank's balance sheets but are subject to master netting arrangements or similar agreements that cover similar financial instruments. The disclosures enable the understanding of both the gross and net amounts, as well as provide additional information on how such credit risk is mitigated.

In \$ millions	The Group			Related amounts not offset on balance sheet		Net amounts
	Carrying amounts on balance sheet	Not subject to enforceable netting agreement	Net amounts	Financial instruments	Financial collateral received/pledged	
2021						
Financial Assets						
Derivatives	19,706	4,656 ^(a)	15,050	12,957 ^(a)	1,035	1,058
Reverse repurchase agreements	29,466 ^(b)	-	29,466	-	29,444	22
Securities borrowings	64 ^(c)	-	64	-	61	3
Total	49,236	4,656	44,580	12,957	30,540	1,083
Financial Liabilities						
Derivatives	20,416	5,601 ^(a)	14,815	12,957 ^(a)	1,038	820
Repurchase agreements	5,666 ^(d)	-	5,666	-	5,665	1
Securities lendings	41 ^(e)	-	41	-	41	-
Short sale of securities	2,695 ^(f)	2,176	519	-	519	-
Total	28,818	7,777	21,041	12,957	7,263	821
2020						
Financial Assets						
Derivatives	31,116	9,503 ^(a)	21,613	19,631 ^(a)	1,156	826
Reverse repurchase agreements	17,809 ^(b)	-	17,809	-	17,807	2
Securities borrowings	570 ^(c)	-	570	-	550	20
Total	49,495	9,503	39,992	19,631	19,513	848
Financial Liabilities						
Derivatives	33,088	7,674 ^(a)	25,414	19,631 ^(a)	4,648	1,135
Repurchase agreements	8,148 ^(d)	-	8,148	-	8,147	1
Securities lendings	59 ^(e)	-	59	-	53	6
Short sale of securities	1,525 ^(f)	1,338	187	-	187	-
Total	42,820	9,012	33,808	19,631	13,035	1,142

(a) Related amounts under "Financial instruments" are prepared on the same basis as netting arrangements recognised for computation of Capital Adequacy Ratio (CAR) as set out under MAS Notice 637 (unaudited), which incorporates a conservative stance on enforceable netting. Accordingly, the amounts shown under "Not subject to enforceable netting agreement" are those where either no netting agreements exist or where the netting agreements have not been recognised for computation of CAR

(b) Reverse repurchase agreements are presented under separate line items on the balance sheet, namely "Cash and balances with central banks", "Due from banks" and "Loans and advances to customers"

(c) Cash collateral pledged under securities borrowings are presented under "Other assets" on the balance sheet

(d) Repurchase agreements are presented under separate line items on the balance sheet, namely "Due to banks" and "Deposits and balances from customers"

(e) Cash collateral received under securities lendings are presented under "Other liabilities" on the balance sheet

(f) Short sale of securities are presented under "Other liabilities" on the balance sheet

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In \$ millions	Bank		Related amounts not offset on balance sheet			Net amounts
	Carrying amounts on balance sheet	Not subject to enforceable netting agreement	Net amounts	Financial instruments	Financial collateral received/pledged	
2021						
Financial Assets						
Derivatives	18,364	2,517 ^(a)	15,847	13,384 ^(a)	1,076	1,387
Reverse repurchase agreements	29,064 ^(b)	-	29,064	-	29,042	22
Securities borrowings	64 ^(c)	-	64	-	61	3
Total	47,492	2,517	44,975	13,384	30,179	1,412
Financial Liabilities						
Derivatives	18,880	3,470 ^(a)	15,410	13,384 ^(a)	1,131	895
Repurchase agreements	3,901 ^(d)	-	3,901	-	3,900	1
Securities lendings	41 ^(e)	-	41	-	41	-
Total	22,822	3,470	19,352	13,384	5,072	896
2020						
Financial Assets						
Derivatives	27,959	5,379 ^(a)	22,580	20,340 ^(a)	1,156	1,084
Reverse repurchase agreements	17,343 ^(b)	-	17,343	-	17,341	2
Securities borrowings	570 ^(c)	-	570	-	550	20
Total	45,872	5,379	40,493	20,340	19,047	1,106
Financial Liabilities						
Derivatives	29,537	3,414 ^(a)	26,123	20,340 ^(a)	4,648	1,135
Repurchase agreements	5,852 ^(d)	-	5,852	-	5,851	1
Securities lendings	59 ^(e)	-	59	-	53	6
Total	35,448	3,414	32,034	20,340	10,552	1,142

- (a) Related amounts under "Financial instruments" are prepared on the same basis as netting arrangements recognised for computation of Capital Adequacy Ratio (CAR) as set out under MAS Notice 637 (unaudited), which incorporates a conservative stance on enforceable netting. Accordingly, the amounts shown under "Not subject to enforceable netting agreement" are those where either no netting agreements exist or where the netting agreements have not been recognised for computation of CAR
- (b) Reverse repurchase agreements are presented under separate line items on the balance sheet, namely "Cash and balances with central banks", "Due from banks" and "Loans and advances to customers"
- (c) Cash collateral pledged under securities borrowings are presented under "Other assets" on the balance sheet
- (d) Repurchase agreements are presented under separate line items on the balance sheet, namely "Due to banks" and "Deposits and balances from customers"
- (e) Cash collateral received under securities lendings are presented under "Other liabilities" on the balance sheet

14. Cash and Balances with Central Banks

	The Group		Bank	
	2021	2020	2021	2020
Cash on hand	2,140	2,411	1,834	2,139
Non-restricted balances with central banks	44,550	39,791	39,139	30,890
Cash and cash equivalents	46,690	42,202	40,973	33,029
Restricted balances with central banks ^(a)	9,687	8,416	7,715	6,359
Total^{(b)(c)}	56,377	50,618	48,688	39,388

(a) Mandatory balances with central banks

(b) Includes financial assets pledged or transferred (certificates of deposit) of \$563 million (2020: \$542 million) for the Group and \$73 million (2020: \$71 million) for the Bank (See Note 18)

(c) Balances are net of ECL

15. Government Securities and Treasury Bills

In \$ millions	The Group				Total
	Mandatorily at FVPL	FVPL designated	FVOCI	Amortised cost	
2021					
Singapore Government securities and treasury bills (Gross) ^(a)	4,609	-	1,025	5,730	11,364
Other government securities and treasury bills (Gross) ^(b)	7,978	97	16,900	16,927	41,902
Less: ECL ^(c)	-	-	-	4	4
Total	12,587	97	17,925	22,653	53,262
2020					
Singapore Government securities and treasury bills (Gross) ^(a)	5,070	-	1,646	6,892	13,608
Other government securities and treasury bills (Gross) ^(b)	7,526	45	15,724	14,800	38,095
Less: ECL ^(c)	-	-	-	3	3
Total	12,596	45	17,370	21,689	51,700

(a) Includes financial assets pledged or transferred of \$2,092 million (2020: \$1,360 million) (See Note 18)

(b) Includes financial assets pledged or transferred of \$4,327 million (2020: \$8,642 million) (See Note 18)

(c) ECL for FVOCI securities amounting to \$3 million (2020: \$6 million) and not shown in the table, as these securities are recorded at fair value

In \$ millions	Bank				Total
	Mandatorily at FVPL	FVPL designated	FVOCI	Amortised cost	
2021					
Singapore Government securities and treasury bills (Gross) ^(a)	4,609	-	1,024	5,730	11,363
Other government securities and treasury bills (Gross) ^(b)	5,385	97	9,710	11,262	26,454
Less: ECL ^(c)	-	-	-	1	1
Total	9,994	97	10,734	16,991	37,816
2020					
Singapore Government securities and treasury bills (Gross) ^(a)	5,070	-	1,646	6,892	13,608
Other government securities and treasury bills (Gross) ^(b)	5,701	45	7,427	9,902	23,075
Less: ECL ^(c)	-	-	-	1	1
Total	10,771	45	9,073	16,793	36,682

(a) Includes financial assets pledged or transferred of \$2,092 million (2020: \$1,360 million) (See Note 18)

(b) Includes financial assets pledged or transferred of \$2,741 million (2020: \$6,059 million) (See Note 18)

(c) ECL for FVOCI securities amounting to \$1 million (2020: \$1 million) and not shown in the table, as these securities are recorded at fair value

16. Bank and Corporate Securities

In \$ millions	The Group			Total
	Mandatorily at FVPL	FVOCI	Amortised cost	
2021				
Bank and corporate debt securities (Gross) ^(a)	9,844	16,981	27,058	53,883
Less: ECL ^(c)	-	-	95	95
Bank and corporate debt securities	9,844	16,981	26,963	53,788
Equity securities ^(b)	12,969	2,935	-	15,904
Total	22,813	19,916	26,963	69,692
2020				
Bank and corporate debt securities (Gross) ^(a)	8,355	19,080	26,721	54,156
Less: ECL ^(c)	-	-	47	47
Bank and corporate debt securities	8,355	19,080	26,674	54,109
Equity securities ^(b)	8,993	2,354	-	11,347
Total	17,348	21,434	26,674	65,456

(a) Includes financial assets pledged or transferred of \$1,407 million (2020: \$3,305 million) (See Note 18)

(b) Includes financial assets pledged or transferred of \$42 million (2020: Nil) (See Note 18)

(c) ECL for FVOCI securities amounting to \$22 million (2020: \$19 million) are not shown in the table, as these securities are recorded at fair value

	Bank			Total
	Mandatorily at FVPL	FVOCI	Amortised cost	
2021				
Bank and corporate debt securities (Gross) ^(a)	7,681	14,184	25,792	47,657
Less: ECL ^(c)	-	-	77	77
Bank and corporate debt securities	7,681	14,184	25,715	47,580
Equity securities ^(b)	12,951	2,849	-	15,800
Total	20,632	17,033	25,715	63,380
2020				
Bank and corporate debt securities (Gross) ^(a)	7,168	15,926	25,626	48,720
Less: ECL ^(c)	-	-	31	31
Bank and corporate debt securities	7,168	15,926	25,595	48,689
Equity securities ^(b)	8,988	2,267	-	11,255
Total	16,156	18,193	25,595	59,944

(a) Includes financial assets pledged or transferred of \$310 million (2020: \$2,964 million) (See Note 18)

(b) Includes financial assets pledged or transferred of \$42 million (2020: nil) (See Note 18)

(c) ECL for FVOCI securities amounting to \$21 million (2020: \$19 million) are not shown in the table, as these securities are recorded at fair value

17. Loans and Advances to Customers

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Gross	415,072	377,770	330,562	307,804
Less: Specific allowances ^(a)	2,545	2,692	1,922	2,081
General allowances ^(a)	3,534	3,907	2,906	3,136
Net total	408,993	371,171	325,734	302,587
Analysed by product				
Long-term loans	188,483	177,174	143,898	143,141
Short-term facilities	105,593	88,472	89,711	74,071
Housing loans	78,516	74,207	66,172	62,564
Trade loans	42,480	37,917	30,781	28,028
Gross loans	415,072	377,770	330,562	307,804
Analysed by currency				
Singapore dollar	159,305	151,110	159,207	151,038
Hong Kong dollar	49,685	42,289	21,413	19,346
US dollar	121,691	105,656	104,768	92,137
Chinese yuan	19,203	16,824	4,621	4,918
Others	65,188	61,891	40,553	40,365
Gross loans	415,072	377,770	330,562	307,804

(a) Balances refer to ECL under SFRS(I) 9 (Specific allowances: Stage 3 ECL; General allowances: Stage 1 and Stage 2 ECL).

Please refer to Note 42.4 for a breakdown of loans and advances to customers by geography and by industry.

DBS Bank Ltd. and its subsidiaries
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Year ended 31 December 2021

The table below shows the movements in specific and general allowances for loans and advances to customers during the year.

In \$ millions	The Group					Balance at 31 December
	Balance at 1 January	Charge/ (Write-back) to income statement	Net write-off during the year	Amalgamation of LVB	Exchange and other movements	
2021						
Specific allowances						
Manufacturing	269	173	(97)	-	27	372
Building and construction	138	35	(25)	-	1	149
Housing loans	11	5	(1)	-	#	15
General commerce	564	184	(97)	-	11	662
Transportation, storage and communications	1,369	(102)	(273)	-	(23)	971
Financial institutions, investment and holding companies	23	27	-	-	#	50
Professionals and private individuals (excluding housing loans)	151	108	(143)	-	5	121
Others	167	41	(5)	-	2	205
Total specific allowances	2,692	471	(641)	-	23	2,545
Total general allowances	3,907	(382)	-	-	9	3,534
Total allowances	6,599	89	(641)	-	32	6,079
2020						
Specific allowances						
Manufacturing	296	227	(248)	-	(6)	269
Building and construction	140	17	(17)	-	(2)	138
Housing loans	11	8	(8)	-	#	11
General commerce	313	322	(54)	-	(17)	564
Transportation, storage and communications	1,346	181	(139)	-	(19)	1,369
Financial institutions, investment and holding companies	19	4	-	-	#	23
Professionals and private individuals (excluding housing loans)	138	284	(274)	-	3	151
Others	42	131	(6)	-	#	167
Total specific allowances	2,305	1,174	(746)	-	(41)	2,692
Total general allowances	2,238	1,581	-	95	(7)	3,907
Total allowances	4,543	2,755	(746)	95	(48)	6,599

Amount under \$500,000

DBS Bank Ltd. and its subsidiaries
Notes to the financial statements
Year ended 31 December 2021

In \$ millions	Bank				Balance at 31 December
	Balance at 1 January	Charge/ (Write-back) to income statement	Net write-off during the year	Exchange and other movements	
2021					
Specific allowances					
Manufacturing	154	42	3	3	202
Building and construction	85	22	(6)	#	101
Housing loans	2	(1)	#	#	1
General commerce	351	104	(12)	6	449
Transportation, storage and communications	1,289	(81)	(220)	(34)	954
Financial institutions, investment and holding companies	23	19	-	#	42
Professionals and private individuals (excluding housing loans)	72	12	(35)	#	49
Others	105	26	(5)	(2)	124
Total specific allowances	2,081	143	(275)	(27)	1,922
Total general allowances	3,136	(229)	-	(1)	2,906
Total allowances	5,217	(86)	(275)	(28)	4,828
2020					
Specific allowances					
Manufacturing	137	56	(32)	(7)	154
Building and construction	80	15	(10)	#	85
Housing loans	3	(1)	-	#	2
General commerce	94	275	(3)	(15)	351
Transportation, storage and communications	1,276	163	(133)	(17)	1,289
Financial institutions, investment and holding companies	19	4	-	#	23
Professionals and private individuals (excluding housing loans)	75	93	(96)	#	72
Others	25	83	(2)	(1)	105
Total specific allowances	1,709	688	(276)	(40)	2,081
Total general allowances	1,743	1,391	-	2	3,136
Total allowances	3,452	2,079	(276)	(38)	5,217

Amount under \$500,000

Included in loans and advances to customers are loans designated at fair value, as follows:

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Fair value designated loans and advances and related credit derivatives				
Maximum credit exposure	25	350	25	350
Credit derivatives – protection bought	(25)	(350)	(25)	(350)
Cumulative change in fair value arising from changes in credit risk	(1)	(8)	(1)	(8)
Cumulative change in fair value of related credit derivatives	1	8	1	8

Changes in fair value arising from changes in credit risk are determined as the amount of change in fair value that is not attributable to changes in market conditions that give rise to market risk. These changes in market conditions include changes in a benchmark interest rate, foreign exchange rate or index of prices or rates.

During the year, the amount of change in the fair value of the loans and advances attributable to credit risk was a gain of \$7 million (2020: gain of \$16 million) for both the Group and Bank. During the year, the amount of change in the fair value of the related credit derivatives was a loss of \$7 million (2020: loss of \$16 million) for both the Group and Bank.

18. Financial Assets Pledged or Transferred

The Group pledges or transfers financial assets to third parties in the ordinary course of business. Transferred assets continue to be recognised in the Group's financial statements when the Group retains substantially all their risks and rewards. Among these, as set out below, are securities pledged or transferred pursuant to repurchase, securities lending or collateral swap agreements and for derivative transactions under credit support agreements.

Derecognised assets that were subject to the Group's partial continuing involvement were not material in 2021 and 2020.

Securities and Certificates of deposit

Securities transferred under repurchase, securities lending or collateral swap arrangements are generally conducted under terms in line with normal market practice. The counterparty is typically allowed to sell or re-pledge the securities but has an obligation to return them at maturity. If the securities decrease in value, the Group may, in certain circumstances, be required to place additional collateral.

For repurchase agreements, the securities pledged or transferred continue to be recorded on the balance sheet while cash received in exchange is recorded as a financial liability. The Group also pledges assets to secure its short position in securities and to facilitate settlement operations. The fair value of the associated liabilities approximates their carrying amount of \$4,488 million (2020: \$5,184 million) for the Group and \$2,205 million (2020: \$2,702 million) for the Bank, which are recorded under "Due to banks", "Deposits and balances from customers" and "Other liabilities" on the balance sheet.

For securities lending and collateral swap transactions, the securities lent continue to be recorded on the balance sheet. As the Group mainly receives other financial assets in exchange, the associated liabilities are not recorded on the balance sheet.

In addition, the Group also pledges securities for derivative transactions under credit support agreements. These assets continue to be recorded on the balance sheet. As the related derivative assets and liabilities are managed on a portfolio basis, there is no direct relationship between the securities pledged and the associated liabilities. As such, the associated liabilities are not disclosed.

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Financial assets pledged or transferred				
Singapore Government securities and treasury bills	2,092	1,360	2,092	1,360
Other government securities and treasury bills	4,327	8,642	2,741	6,059
Bank and corporate debt securities	1,407	3,305	310	2,964
Equity securities	42	-	42	-
Certificates of deposit	563	542	73	71
Total	8,431	13,849	5,258	10,454

Covered bonds

Pursuant to the Bank's Global Covered Bond Programme, selected pools of residential mortgages originated by the Bank have been assigned to a bankruptcy-remote structured entity, Bayfront Covered Bonds Pte Ltd (see Notes 21.2 and 29.4). These residential mortgages continue to be recognised on the Bank's balance sheet as the Bank remains exposed to the risks and rewards associated with them.

As at 31 December 2021, the carrying value of the covered bonds in issue was \$5,689 million (2020: \$4,545 million), while the carrying value of assets assigned was \$9,237 million (2020: \$11,498 million) for both the Group and Bank. The difference in values is attributable to an intended over-collateralisation required to maintain the credit ratings of the covered bonds in issue, and additional assets assigned to facilitate future issuances.

Other financial assets

The Group also enters into structured funding transactions where it retains the contractual rights to receive cash flows of financial assets extended to third parties but assumes a contractual obligation to pay these cash flows under the issued notes. The carrying amounts and fair values of these financial assets and liabilities of the Group and the Bank both amount to \$25 million (2020: \$350 million).

19. Other Assets

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Accrued interest receivable	1,274	1,310	867	931
Deposits and prepayments	584	643	229	220
Receivables from securities business	480	602	-	-
Sundry debtors and others	9,747	10,645	7,371	8,590
Cash collateral pledged ^(a)	3,182	5,671	3,016	5,124
Deferred tax assets (Note 20)	627	624	49	71
Total^(b)	15,894	19,495	11,532	14,936

(a) Mainly relates to cash collateral pledged in respect of derivative portfolios

(b) Balances are net of specific and general allowance

20. Deferred Tax Assets/ Liabilities

Deferred tax assets and liabilities are offset when there is a legally enforceable right to set off current tax assets against current tax liabilities and when the deferred income taxes relate to the same tax authority. The deferred tax assets and liabilities are determined after appropriate offsetting, as shown in "Other assets" (Note 19) and "Other liabilities" (Note 28) respectively.

Deferred tax assets and liabilities comprise the following temporary differences:

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Deferred income tax assets				
Allowances for credit and other losses	449	484	66	83
FVOCI financial assets and cash flow hedge reserves	26	12	15	12
Own credit risk	3	1	3	1
Other temporary differences	382	321	81	70
Sub-total	860	818	165	166
Amounts offset against deferred tax liabilities	(233)	(194)	(116)	(95)
Total	627	624	49	71
Deferred income tax liabilities				
Allowances for credit and other losses	62	35	11	12
Accelerated tax depreciation	158	138	113	93
FVOCI financial assets and cash flow hedge reserves	8	54	2	28
Other temporary differences	81	48	27	7
Sub-total	309	275	153	140
Amounts offset against deferred tax assets	(233)	(194)	(116)	(95)
Total	76	81	37	45
Net deferred tax assets	551	543	12	26

21. Subsidiaries and Consolidated Structured Entities

In \$ millions	Bank	
	2021	2020
Investment in subsidiaries ^(a)		
Ordinary shares	12,958	12,782
Due from subsidiaries		
Other receivables	15,587	19,078
Total	28,545	31,860

(a) The carrying amounts of certain investments which are designated as hedged items in a fair value hedge are adjusted for fair value changes attributable to the hedged risks

21.1 Main operating subsidiaries

The main operating subsidiaries within the Group are listed below.

Name of subsidiary	Incorporated in	The Group Effective shareholding %	
		2021	2020
Commercial Banking			
DBS Bank (Hong Kong) Limited*	Hong Kong	100	100
DBS Bank (China) Limited*	China	100	100
DBS Bank (Taiwan) Limited*	Taiwan	100	100
PT Bank DBS Indonesia*	Indonesia	99	99
DBS Bank India Limited*	India	100	100
Other Financial Services			
DBS Vickers Securities Holdings Pte Ltd	Singapore	100	100
DBS Digital Exchange Pte Ltd ^(a)	Singapore	90	100
DBS Securities (China) Co. Ltd*	China	51	-

* Audited by PricewaterhouseCoopers network firms outside Singapore

(a) Subsidiary held by DBS Finnovation Pte Ltd, an investment holding company under DBS Bank Ltd.

The Group's main subsidiaries are regulated banks and non-bank financial institutions. Statutory, contractual or regulatory requirements as well as protective rights of non-controlling interests may restrict the ability of the Bank to access and transfer assets freely to or from other entities within the Group and to settle liabilities of the Group. Since the Group did not have any material non-controlling interests as at the balance sheet dates, any protective rights associated with these did not give rise to significant restrictions in 2020 and 2021.

Please refer to Note 33 for information on non-controlling interests.

21.2 Consolidated structured entity

The structured entity consolidated by the Group is listed below.

Name of entity	Purpose of consolidated structured entity	Incorporated in
Bayfront Covered Bonds Pte Ltd	Covered bond guarantor	Singapore

Bayfront Covered Bonds Pte Ltd is a bankruptcy-remote structured entity established in conjunction with the Bank's USD 10 billion Global Covered Bond Programme (see Note 29.4). As part of the contractual structures that are integral to this programme, the Bank provides funding and hedging facilities to it.

22. Associates and Joint Ventures

In \$ millions	The Group	
	2021	2020
Unquoted equity securities	1,932	835
Share of post-acquisition reserves	240	27
Total	2,172	862

In \$ millions	Bank	
	2021	2020
Unquoted equity securities	1,272	186

The Group's share of income and expenses, assets and liabilities and off-balance sheet items of the associates and joint ventures are as follows:

In \$ millions	The Group	
	2021	2020
Income statement		
Share of income	502	325
Share of expenses	(289)	(264)
Balance sheet		
Share of total assets	4,233	2,554
Share of total liabilities	2,061	1,692
Off-balance sheet		
Share of contingent liabilities and commitments	2,435	#

Amount under \$500,000

22.1 Main associates

The main associates of the Group are listed below.

Name of associate	Incorporated in	The Group	
		Effective shareholding %	
		2021	2020
Unquoted			
Central Boulevard Development Pte Ltd**	Singapore	33.3	33.3
Shenzhen Rural Commercial Bank Corporation Limited* (a) (Note 24.2)	China	13.0	-

* Audited by PricewaterhouseCoopers network firms outside Singapore

** Audited by other auditors

(a) The Group is able to exercise significant influence over the financial and operating policy decision through board representation

As of 31 December 2021 and 31 December 2020, no associate and joint venture was individually material to the Group. As a non-controlling shareholder, the Group's ability to receive dividends is subject to agreement with other shareholders. The associates may also be subject to statutory, contractual or regulatory requirements restricting dividend payments or to repay loans or advances made.

The Group's share of commitments and contingent liabilities of the associates as well as its commitments to finance or otherwise provide resources to them are not material.

23. Unconsolidated Structured Entities

“Unconsolidated structured entities” are structured entities, as defined by SFRS(I) 12, that are not controlled by the Group. In the normal course of business, the Group enters into transactions with these structured entities to facilitate customer transactions and for specific investment opportunities.

While the economic exposures may be the same as those to other type of entities, SFRS(I) 12 specifically requires companies to disclose such exposures arising from transactions with unconsolidated structured entities. The table below reflects exposures to third party securitisation structures where the Group holds an interest in the normal course of business.

As is the case with other types of counterparties, the carrying amount from transactions with unconsolidated structured entities have been included in the Group’s financial statements.

The risks arising from such transactions are subject to the Group’s risk management practices.

The table below represents the Group’s and Bank’s maximum exposure to loss which for on-balance sheet assets and liabilities is represented by the carrying amount, and does not reflect mitigating effects from the availability of netting arrangements and financial instruments that the Group may utilise to economically hedge the risks inherent in third party structured entities, or risk-reducing effects of collateral or other credit enhancements.

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Derivatives	6	142	6	142
Corporate securities	3,704	3,627	3,201	3,198
Loans and advances to customers	9	14	9	14
Other assets	2	3	1	3
Total assets	3,721	3,786	3,217	3,357
Commitments	549	306	549	306
Maximum exposure to loss	4,270	4,092	3,766	3,663
Derivatives	108	10	108	10
Total liabilities	108	10	108	10

SFRS(I) 12 also requires additional disclosures where the Group acts as a sponsor to unconsolidated structured entities. The Group is deemed a sponsor of a structured entity if it plays a key role in establishing the entity, and has an on-going involvement with the structured entity or if the Group’s name appears in the structured entity’s name.

There are certain investment funds where the Group is the fund manager and the investors have no or limited removal rights over the fund manager. These funds are primarily subscribed by the investors. As of 31 December 2021, the Group did not hold any investment in these investment funds. The table below summarises the Group’s and Bank’s involvement in the funds.

In \$ millions	The Group and Bank	
	2021	2020
Total assets of the sponsored structured entities	452	-
Fee income earned from the sponsored structured entities	4	-

24. Acquisitions

24.1 Lakshmi Vilas Bank (LVB)

LVB has been amalgamated with DBS Bank India Limited (DBIL) with effect from 27 November 2020. The scheme of amalgamation is under the special powers of the Government of India and Reserve Bank of India under Section 45 of the Banking Regulation Act, 1949, India. The amalgamation provides stability to LVB's depositors, customers and employees following a period of uncertainty. It complements the Group's digibank strategy with an expanded network of 600 branches and 1,000 ATMs, an additional two million retail and 125,000 non-retail customers, as well as a strengthened deposit franchise.

The provisional goodwill from amalgamation of LVB was finalised at \$190 million (2020: \$153 million) in November 2021, being the difference between the fair value of its assets and liabilities of \$3.89 billion (2020: \$3.89 billion) and \$4.08 billion (2020: \$4.04 billion) respectively. The \$37 million increase reflects the increase in fair values of pension and gratuity liabilities as of the acquisition date based on the updated actuary report. As at 26 November 2020, total loans transferred amounted to \$2.12 billion, including net non-performing loans of \$212 million and total deposits transferred amounted to \$3.60 billion.

24.2 Shenzhen Rural Commercial Bank Corporation Limited

The Group announced on 20 April 2021 that it had entered into an agreement and have obtained approvals from Monetary Authority of Singapore and China Banking and Insurance Regulatory Commission, Shenzhen Office to subscribe for a 13% stake in Shenzhen Rural Commercial Bank Corporation Limited ("SZRCB") for CNY5.3 billion (\$1.1 billion) ("the Investment"). The purchase consideration was adjusted to CNY5.2 billion (\$1.1 billion) following the dividend distribution of CNY10 cents per share by SZRCB in May 2021.

The Investment is classified as an associate and applies the equity method of accounting. The Group is able to exercise significant influence over the financial and operating policy decision through board representation.

The transaction was completed in October 2021 and a gain of \$104 million was recognised, being the excess of the Group's share of the net fair value of the identifiable assets and liabilities over the cost of investment. The gain is included in the Group's share of profits and losses of associates during the year. The Investment is in line with the Group's strategy of investing in its core markets and accelerates its expansion in the rapidly growing Greater Bay Area.

25. Properties and Other Fixed Assets

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Owned properties and other fixed assets				
Investment properties	40	42	31	29
Owner-occupied properties	423	429	57	65
Software ^(a)	1,042	916	849	726
Other fixed assets	380	392	218	221
	1,885	1,779	1,155	1,041
Right-of-use assets				
Properties	1,261	1,425	603	745
Other fixed assets	116	134	48	63
	1,377	1,559	651	808
Total	3,262	3,338	1,806	1,849

(a) During the year, the additions to software were \$399 million (2020: \$377 million) for the Group and \$333 million (2020: \$310 million) for the Bank; disposals/write-offs were \$21 million (2020: \$44 million) for the Group and \$16 million (2020: \$33 million) for the Bank; and depreciation expenses were \$261 million (2020: \$236 million) for the Group and \$193 million (2020: \$170 million) for the Bank

26. Goodwill and Intangibles

The carrying amounts of the Group's and Bank's goodwill and intangibles arising from business acquisitions are as follows:

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
DBS Bank (Hong Kong) Limited	4,631	4,631	-	-
Others ^(a)	731	692	334	334
Total	5,362	5,323	334	334

(a) 2021 balance for the Group includes goodwill relating to LVB of \$192 million (2020: \$153 million) following the amalgamation with DBS Bank India Limited

The carrying amounts of the CGUs are reviewed at least once a year to determine if the goodwill associated with them should be impaired. If a CGU's carrying amount exceeds its recoverable value, a goodwill impairment charge is recognised in the income statement.

The recoverable value is determined based on a value-in-use calculation. The CGU's five-year projected free cash flows, after taking into account the maintenance of capital adequacy requirements at target levels, are discounted by its cost of capital to derive its present value. To derive the value beyond the fifth year, a long-term growth rate is imputed to the fifth-year cash flow and then discounted by the cost of capital to derive the terminal value. The long-term growth rate used does not exceed the historical long-term growth rate of the market the CGU operates in. The recoverable value is the sum of the present value of the five-year cash flows and the terminal value.

A growth rate of 3.5% (2020: 3.5%) and discount rate of 9.0% (2020: 9.0%) were assumed in the value-in-use calculation for DBS Bank (Hong Kong) Limited's franchise.

The process of evaluating goodwill impairment involves management judgement and prudent estimates of various factors including future cash flows as well as the cost of capital and long-term growth rates. The results can be highly sensitive to the assumptions used. Key assumptions used to determine the recoverable amounts of the CGU, including growth rate and discount rate, are tested for sensitivity by applying a reasonably possible change to those assumptions. The reasonably possible changes in key assumptions did not result in an impairment of goodwill at 31 December 2021.

27. Deposits and Balances from Customers

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Analysed by currency				
Singapore dollar	219,838	204,469	219,293	203,866
US dollar	174,338	152,799	134,759	115,511
Hong Kong dollar	31,067	38,924	4,847	5,239
Chinese yuan	20,995	16,182	2,115	1,225
Others	55,721	52,476	26,810	24,238
Total	501,959	464,850	387,824	350,079
Analysed by product				
Savings accounts	221,908	195,802	173,173	152,149
Current accounts	159,453	142,029	131,888	111,317
Fixed deposits	113,731	123,583	77,773	84,521
Other deposits	6,867	3,436	4,990	2,092
Total	501,959	464,850	387,824	350,079

28. Other Liabilities

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Cash collateral received ^(a)	1,951	2,976	1,772	2,865
Accrued interest payable	236	351	95	187
Provision for loss in respect of off-balance sheet credit exposures	344	410	310	342
Payable in respect of securities business	365	487	-	-
Sundry creditors and others ^(b)	10,453	13,718	7,029	10,475
Lease liabilities ^(c)	1,522	1,704	755	918
Current tax liabilities	952	735	754	671
Short sale of securities	2,695	1,525	2,106	1,297
Deferred tax liabilities (Note 20)	76	81	37	45
Total	18,594	21,987	12,858	16,800

(a) Mainly relates to cash collateral received in respect of derivative portfolios

(b) Includes income received in advance of \$960 million (2020: \$1,066 million) and \$730 million (2020: \$811 million) for the Group and Bank respectively arising from a 15-year regional distribution agreement entered with Manulife Financial Asia Limited, to be amortised on a straight-line basis. \$107 million (2020: \$107 million) and \$81 million (2020: \$81 million) of the Manulife income received in advance was recognised as fee income during the year for the Group and Bank respectively. The regional distribution agreement was extended to 1 more year to 2031 via a contract addendum in 2021. The revised amortizations amounting to \$96 million and \$73 million per annum arising from the change for the Group and Bank respectively will take effect from 2022

(c) Total lease payments made during the year amounted to \$261 million (2020: \$258 million) and \$121 million (2020: \$123 million) for the Group and Bank respectively

29. Other Debt Securities

In \$ millions	Note	The Group		Bank	
		2021	2020	2021	2020
Negotiable certificates of deposit	29.1	4,865	3,738	3,217	3,209
Senior medium term notes	29.2	1,141	2,052	967	1,445
Commercial papers	29.3	24,595	20,751	24,595	20,751
Covered bonds	29.4	5,689	4,545	5,689	4,545
Other debt securities	29.5	10,611	8,143	10,598	8,131
Total		46,901	39,229	45,066	38,081
Due within 1 year		35,937	30,614	34,276	29,475
Due after 1 year ^(a)		10,964	8,615	10,790	8,606
Total		46,901	39,229	45,066	38,081

(a) Includes instruments in perpetuity

29.1 Negotiable certificates of deposit issued and outstanding are as follows:

In \$ millions	Currency	Interest Rate and Interest Frequency	The Group		Bank	
			2021	2020	2021	2020
Issued by the Bank and other subsidiaries						
AUD		0.03% to 0.33%, payable on maturity	3,119	3,209	3,119	3,209
CNY		2.42% to 2.84%, payable on maturity	1,648	79	-	-
HKD		3.8% to 3.83%, payable annually	-	37	-	-
HKD		Zero-coupon, payable on maturity	-	341	-	-
INR		Zero-coupon, payable on maturity	-	72	-	-
TWD		0.42%, payable on maturity	98	-	98	-
Total			4,865	3,738	3,217	3,209

The outstanding negotiable certificates of deposit as at 31 December 2021 were issued between 5 July 2021 and 30 December 2021 (2020: 16 March 2011 and 30 December 2020) and mature between 4 January 2022 and 20 October 2022 (2020: 4 January 2021 and 25 June 2021).

29.2 Senior medium term notes issued and outstanding are as follows:

In \$ millions	Currency	Interest Rate and Interest Frequency	The Group		Bank	
			2021	2020	2021	2020
Issued by the Bank and other subsidiaries						
AUD		Floating rate note, payable quarterly	686	1,425	686	1,425
CNY		4.55% to 4.7%, payable annually	174	607	-	-
SGD		Floating rate note, payable quarterly	-	20	-	20
USD		1.49%, payable semi-annually	281	-	281	-
Total			1,141	2,052	967	1,445

The outstanding senior medium term notes as at 31 December 2021 were issued between 13 September 2019 and 26 October 2021 (2020: 18 July 2018 and 14 May 2020) and mature between 13 September 2022 and 26 October 2026 (2020: 14 May 2021 and 13 September 2022).

29.3 The commercial papers were issued by the Bank under its USD 5 billion Euro Commercial Paper Programme and USD 20 billion US Commercial Paper Programme. These are mainly zero-coupon papers. The outstanding notes as at 31 December 2021 were issued between 6 July 2021 and 31 December 2021 (2020: 11 June 2020 and 22 December 2020) and mature between 5 January 2022 and 9 September 2022 (2020: 4 January 2021 and 7 June 2021).

29.4 The covered bonds were issued by the Bank under its USD 10 billion Global Covered Bond Programme. A covered bond is a senior obligation of the Bank backed by a cover pool comprising assets that have been ring-fenced via contractual structures in a bankruptcy-remote structured entity, Bayfront Covered Bonds Pte Ltd. Bayfront Covered Bonds Pte Ltd provides an unconditional and irrevocable guarantee, which is secured by the cover pool, to the covered bond holders. Please refer to Note 18 for further details on the covered bonds.

The outstanding covered bonds as at 31 December 2021 were issued between 23 January 2017 and 17 November 2021 (2020: 23 January 2017 and 25 October 2019) and mature between 25 October 2022 and 26 October 2026 (2020: 27 November 2021 and 21 November 2024).

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29.5 Other debt securities issued and outstanding as at 31 December are as follows:

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Issued by the Bank and other subsidiaries				
Equity linked notes	4,929	2,641	4,925	2,638
Credit linked notes	2,826	2,550	2,826	2,550
Interest linked notes	2,809	2,891	2,809	2,891
Foreign exchange linked notes	38	52	38	52
Fixed rate bonds	9	9	-	-
Total	10,611	8,143	10,598	8,131

The outstanding securities (excluding perpetual securities) as at 31 December 2021 were issued between 1 March 2013 and 31 December 2021 (2020: 10 February 2012 and 31 December 2020) and mature between 3 January 2022 and 31 March 2061 (2020: 4 January 2021 and 28 October 2060).

30. Share Capital

	The Group and Bank			
	Shares ('000)		In \$ millions	
	2021	2020	2021	2020
Ordinary shares				
Balance at 1 January	2,626,196	2,626,196	24,452	23,653
Redemption of preference shares (Note 30.1)	-	-	-	799
Balance at 31 December	2,626,196	2,626,196	24,452	24,452
Non-cumulative preference shares				
Balance at 1 January				
S\$800m 4.70% Non-Cumulative, Non-Convertible, Non-Voting Preference Shares				
Callable in 2021 (Note 30.1)	-	8,000	-	799
Redemption of preference shares (Note 30.1)	-	(8,000)	-	(799)
Balance at 31 December	-	-	-	-
Issued share capital at 31 December			24,452	24,452

30.1 The preference shares were issued on 22 November 2010 with a liquidation preference of \$100 each. Dividends, if declared by the Board of Directors of the Bank, are payable semi-annually on 22 May and 22 November each year at 4.70% per annum. They are redeemable on 22 November 2021 or on any date thereafter. The preference shares are in the first instance ineligible as capital instruments under Basel III rules as they lack provisions for conversion to ordinary shares or write-off at the point of non-viability as determined by the Monetary Authority of Singapore, but are accorded partial eligibility as Additional Tier 1 capital (subject to a cap) for calculating capital adequacy ratios under the Basel III transitional arrangements for capital instruments issued prior to 1 January 2013. The preference shares were fully redeemed, out of distributable profits, on 23 November 2020 (Note 32). The redemption amount was credited to ordinary share capital.

31. Other Equity Instruments

The following perpetual capital securities issued by the Bank are classified as other equity instruments. These instruments are subordinated to all liabilities of the Bank and senior only to ordinary shareholders of the Bank. Their terms require them to be written-off if and when the Monetary Authority of Singapore notifies the Bank that a write-off of the instruments, or a public sector injection of capital (or equivalent support), is necessary, without which the Group or the DBSH Group (DBSH and its subsidiaries) would become non-viable. These instruments qualify as Additional Tier 1 capital under MAS Notice 637.

In \$ millions	Note	Issue Date	Distribution Payment	The Group and Bank	
				2021	2020
Issued by the Bank					
SGD 550m 3.85% Non-Cumulative, Non-Convertible Perpetual Capital Securities First Callable in 2021	31.1	1 Sep 2016	Sep	-	550
USD 185m 4.0% Non-Cumulative, Non-Convertible Perpetual Capital Securities First Callable in 2021	31.2	1 Sep 2016	Sep	-	252
USD 750m 3.60% Non-Cumulative, Non-Convertible Perpetual Capital Securities First Callable in 2021	31.3	7 Sep 2016	Mar/ Sep	-	1,011
SGD 1,000m 3.98% Non-Cumulative, Non-Convertible Perpetual Capital Securities First Callable in 2025	31.4	12 Sep 2018	Mar/ Sep	1,000	1,000
USD 1,000m 3.30% Non-Cumulative, Non-Convertible Perpetual Capital Securities First Callable in 2025	31.5	27 Feb 2020	Feb/ Aug	1,396	1,396
Total				2,396	4,209

31.1 Distributions are payable at 3.85% per annum up to 1 September 2021. Thereafter, the distribution rate resets every 5 years to the then-prevailing five-year Singapore Dollar Swap Offer Rate plus 2.13% per annum. Distributions are paid annually on 1 September each year, unless cancelled by the Bank. The capital securities were fully redeemed on 1 September 2021.

31.2 Distributions are payable at 4.0% per annum up to 1 September 2021. Thereafter, the distribution rate resets every 5 years to the then-prevailing five-year US Dollar Swap Rate plus 2.84% per annum. Distributions are paid annually on 1 September each year, unless cancelled by the Bank. The capital securities were fully redeemed on 1 September 2021.

31.3 Distributions are payable at 3.60% per annum up to 7 September 2021. Thereafter, the distribution rate resets every 5 years to the then-prevailing five-year US Dollar Swap Rate plus 2.39% per annum. Distributions are paid semi-annually on 7 March and 7 September each year, unless cancelled by the Bank. The capital securities were fully redeemed on 7 September 2021.

31.4 Distributions are payable at 3.98% per annum up to 12 September 2025. Thereafter, the distribution rate resets every 7 years to the then-prevailing seven-year Singapore Dollar Swap Offer Rate plus 1.65% per annum. Distributions are paid semi-annually on 12 March and 12 September each year, unless cancelled by the Bank. The capital securities are redeemable on 12 September 2025 or on any distribution payment date thereafter.

31.5 Distributions are payable at 3.30% per annum up to 27 February 2025. Thereafter, the distribution rate resets every 5 years to the then-prevailing five-year US Dollar Treasury Rate plus 1.915% per annum. Distributions are paid semi-annually on 27 February and 27 August each year, unless cancelled by the Bank. The capital securities are redeemable on 27 February 2025 or on any distribution payment date thereafter.

32. Other Reserves and Revenue Reserves

32.1 Other reserves

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
FVOCI revaluation reserves (bonds)	(68)	385	(79)	281
FVOCI revaluation reserves (equities)	(54)	(139)	(114)	(190)
Cash flow hedge reserves	(242)	312	(187)	245
General reserves	95	95	-	-
Capital reserves	(334)	(691)	(45)	(72)
Other reserves	3	-	-	-
Total	(600)	(38)	(425)	264

Movements in other reserves for the Group during the year are as follows:

In \$ millions	The Group						Total
	FVOCI revaluation reserves (bonds)	FVOCI revaluation reserves (equities)	Cash flow hedge reserves	General reserves	Capital reserves ^(a)	Other reserves	
2021							
Balance at 1 January	385	(139)	312	95	(691)	-	(38)
Net exchange translation adjustments	-	-	-	-	357	-	357
Share of associates' reserves	-	2	10	-	-	-	12
FVOCI financial assets and cash flow hedge movements:							
- net valuation taken to equity	(313)	128	(424)	-	-	-	(609)
- transferred to income statement	(163)	-	(183)	-	-	-	(346)
- taxation relating to components of other comprehensive income	23	(6)	43	-	-	-	60
Transfer to revenue reserves upon disposal of FVOCI equities	-	(39)	-	-	-	-	(39)
Capital contribution from non-controlling interests	-	-	-	-	-	3	3
Balance at 31 December	(68)	(54)	(242)	95	(334)	3	(600)
2020							
Balance at 1 January	88	(7)	100	95	(625)	-	(349)
Net exchange translation adjustments	-	-	-	-	(66)	-	(66)
Share of associates' reserves	-	-	(11)	-	-	-	(11)
FVOCI financial assets and cash flow hedge movements:							
- net valuation taken to equity	788	(235)	363	-	-	-	916
- transferred to income statement	(476)	-	(130)	-	-	-	(606)
- taxation relating to components of other comprehensive income	(15)	10	(10)	-	-	-	(15)
Transfer to revenue reserves upon disposal of FVOCI equities	-	93	-	-	-	-	93
Balance at 31 December	385	(139)	312	95	(691)	-	(38)

(a) Capital reserves include net exchange translation adjustments arising from translation differences on net investments in foreign subsidiaries, associates and joint ventures and branches or units with non-SGD functional currency, and the related foreign currency financial instruments designated as a hedge

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Movements in other reserves for the Bank during the year are as follows:

In \$ millions	FVOCI revaluation reserves (bonds)	FVOCI revaluation reserves (equities)	Bank		Total
			Cash flow hedge reserves	Capital reserves ^(a)	
2021					
Balance at 1 January	281	(190)	245	(72)	264
Net exchange translation adjustments	-	-	-	27	27
FVOCI financial assets and cash flow hedge movements:					
- net valuation taken to equity	(280)	117	(298)	-	(461)
- transferred to income statement	(97)	-	(152)	-	(249)
- taxation relating to components of other comprehensive income	17	(6)	18	-	29
Transfer to revenue reserves upon disposal of FVOCI equities	-	(35)	-	-	(35)
Balance at 31 December	(79)	(114)	(187)	(45)	(425)
2020					
Balance at 1 January	59	(38)	76	(59)	38
Net exchange translation adjustments	-	-	-	(13)	(13)
FVOCI financial assets and cash flow hedge movements:					
- net valuation taken to equity	611	(250)	268	-	629
- transferred to income statement	(378)	-	(100)	-	(478)
- taxation relating to components of other comprehensive income	(11)	10	1	-	-
Transfer to revenue reserves upon disposal of FVOCI equities	-	88	-	-	88
Balance at 31 December	281	(190)	245	(72)	264

(a) Capital reserves include net exchange translation adjustments arising from translation differences on net investments in foreign branches or units with non-SGD functional currency and the related foreign currency instruments designated as a hedge

32.2 Revenue reserves

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Balance at 1 January	26,360	25,235	19,952	19,425
Redemption of perpetual capital securities	6	-	6	-
Redemption of preference shares (Note 30.1)	-	(800)	-	(800)
Net profit attributable to shareholders	6,781	4,754	5,875	4,151
Other comprehensive income attributable to shareholders				
- Transfer from FVOCI revaluation reserves upon disposal of FVOCI equities	39	(93)	35	(88)
- Fair value change from own credit risk on financial liabilities designated at fair value (net of tax)	(32)	25	(32)	25
- Defined benefit plans remeasurements (net of tax)	(11)	-	-	-
Other movements	(13)	-	-	-
Sub-total	33,130	29,121	25,836	22,713
Less: Dividends paid to holding company	2,143	2,723	2,143	2,723
Dividends paid on preference shares	-	38	-	38
Balance at 31 December ^(a)	30,987	26,360	23,693	19,952

(a) Singapore banks are required to maintain a Minimum Regulatory Loss Allowance (MRLA) of at least 1% of the gross carrying amount of selected credit exposures net of collaterals per MAS Notice 612. For periods where Stage 1 and 2 ECL fall below MRLA, the shortfall is appropriated from retained earnings in the shareholders' funds into a non-distributable Regulatory Loss Allowance Reserve (RLAR) account. The RLAR for Group and Bank were nil as at 31 December 2021 (2020: Nil)

33. Non-controlling Interests

The following instruments issued by subsidiaries of the Group are classified as non-controlling interests. These instruments have a deeply subordinated claim on the issuing entity's assets in the event of a liquidation.

In \$ millions	Note	Issue Date	Liquidation Preference	Distribution Payment	The Group	
					2021	2020
Issued by Heedum Pte Ltd S\$344m 1.6% Perpetual Subordinated Loan		12 Nov 2015		Nov	344	344
Issued by DBS Bank (Taiwan) Ltd TW\$8,000m 2.279% Non-Cumulative and Perpetual Preferred Shares	33.1	20 Jan 2015			391	376
Issued by DBS Bank (Hong Kong) Limited HK\$1,400m 3.9% Non-Cumulative Preference Shares		13 Oct 2016	HK\$ 10,000,000	Mar	243	239
Non-controlling interests in Subsidiaries					187	17
Total					1,165	976

33.1 The preferred shares have an annual dividend rate of 4.0% from 20 January 2015 to (but excluding) 20 January 2020, and 2.279% from 20 January 2020.

34. Contingent Liabilities and Commitments

The Group issues guarantees, performance bonds and indemnities in the ordinary course of business. The majority of these facilities are offset by corresponding obligations of third parties.

Guarantees and performance bonds are generally written by the Group to support the performance of a customer to third parties. As the Group will only be required to meet these obligations in the event of the customer's default, the cash requirements of these instruments are expected to be considerably below their nominal amount.

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Guarantees on account of customers	22,855	18,530	22,327	18,480
Letters of credit and other obligations on account of customers	11,224	10,786	8,625	8,039
Undrawn credit commitments ^(a)	330,914	305,141	270,813	249,491
Forward starting transactions	501	1,823	941	1,833
Undisbursed and underwriting commitments in securities	537	3	491	3
Sub-total	366,031	336,283	303,197	277,846
Capital commitments	72	15	63	7
Total	366,103	336,298	303,260	277,853
Analysed by industry (excluding capital commitments)				
Manufacturing	56,053	50,508	43,318	39,134
Building and construction	30,096	27,232	24,971	23,804
Housing loans	8,541	6,852	8,140	6,461
General commerce	55,336	50,592	43,429	40,721
Transportation, storage and communications	19,892	17,630	16,256	14,133
Financial institutions, investment and holding companies	40,027	34,416	37,362	30,726
Professionals and private individuals (excluding housing loans)	123,249	116,951	100,372	95,067
Others	32,837	32,102	29,349	27,800
Total	366,031	336,283	303,197	277,846
Analysed by geography^(b) (excluding capital commitments)				
Singapore	145,379	136,869	145,206	136,871
Hong Kong	62,373	55,399	32,200	26,856
Rest of Greater China	47,738	38,228	24,896	17,179
South and Southeast Asia	29,963	31,442	25,685	25,933
Rest of the World	80,578	74,345	75,210	71,007
Total	366,031	336,283	303,197	277,846

(a) Include commitments that are unconditionally cancellable at any time by the Group (2021: \$264,953 million; 2020: \$251,200 million) and Bank (2021: \$210,248 million; 2020: \$199,943 million)

(b) Based on the location of incorporation of the counterparty or borrower

35. Financial Derivatives

Financial derivatives are financial instruments whose characteristics are derived from the underlying assets, or from interest and exchange rates or indices. These include forwards, swaps, futures and options. The following sections outline the nature and terms of the most common types of derivatives used by the Group.

Interest rate derivatives

Forward rate agreements give the buyer the ability to determine the underlying rate of interest for a specified period commencing on a specified future date (the settlement date). There is no exchange of principal and settlement is effected on the settlement date. The settlement amount is the difference between the contracted rate and the market rate prevailing on the settlement date.

Interest rate swaps involve the exchange of interest obligations with a counterparty for a specified period without exchanging the underlying (or notional) principal.

Interest rate futures are exchange-traded agreements to buy or sell a standard amount of a specified fixed income security or time deposit at an agreed interest rate on a standard future date.

Interest rate options give the buyer on payment of a premium the right, but not the obligation, to fix the rate of interest on a future deposit or loan, for a specified period and commencing on a specified future date.

Interest rate caps and floors give the buyer the ability to fix the maximum or minimum rate of interest. There is no facility to deposit or draw down funds, instead the writer pays to the buyer the amount by which the market rate exceeds or is less than the cap rate or the floor rate respectively. This category includes combinations of interest rate caps and floors, which are known as interest rate collars.

Foreign exchange derivatives

Forward foreign exchange contracts are agreements to buy or sell fixed amounts of currency at agreed rates of exchange on a specified future date.

Cross currency swaps are agreements to exchange, and on termination of the swap, re-exchange principal amounts denominated in different currencies. Cross currency swaps may involve the exchange of interest payments in one specified currency for interest payments in another specified currency for a specified period.

Currency options give the buyer, on payment of a premium, the right but not the obligation, to buy or sell specified amounts of currency at agreed rates of exchange on or before a specified future date.

Equity derivatives

Equity options give the buyer, on payment of a premium, the right but not the obligation, either to purchase or sell a specified stock or stock index at a specified price or level on or before a specified date.

Equity swaps involve the exchange of a set of payments whereby one of these payments is based on an equity-linked return while the other is typically based on an interest reference rate.

Credit derivatives

Credit default swaps involve the transfer of credit risk of a reference asset from the protection buyer to the protection seller. The protection buyer makes one or more payments to the seller in exchange for an undertaking by the seller to make a payment to the buyer upon the occurrence of a predefined credit event.

Commodity derivatives

Commodity contracts are agreements between two parties to exchange cash flows which are dependent on the price of the underlying physical assets.

Commodity futures are exchange-traded agreements to buy or sell a standard amount of a commodity at an agreed price on a standard future date.

Commodity options give the buyer, on payment of a premium, the right but not the obligation, to buy or sell a specific amount of commodity at an agreed contract price on or before a specified date.

35.1 Trading derivatives

Most of the Group's derivatives relate to sales and trading activities. Sales activities include the structuring and marketing of derivatives to customers to enable them to take, transfer, modify or reduce current or expected risks. Trading activities are entered into principally for dealer's margin or for the purpose of generating a profit from short-term fluctuations in price.

Trading includes mainly market-making and warehousing to facilitate customer orders. Market-making involves quoting bid and offer prices to other market participants with the intention of generating revenues based on spread and volume. Warehousing involves holding on to positions in order to liquidate in an orderly fashion with timing of unwinding determined by market conditions and traders' views of markets as they evolve.

35.2 Hedging derivatives

The accounting treatment of the hedge derivative transactions varies according to the nature of the hedge and whether the hedge meets the specified criteria to qualify for hedge accounting. Derivatives transacted as economic hedges but do not qualify for hedge accounting are treated in the same way as derivative instruments held for trading purposes.

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Please refer to Note 37 for more details on derivatives used for hedging.

The following table summarises the contractual or underlying principal amounts of derivative financial instruments held or issued for trading and hedging purposes outstanding at balance sheet date. They do not represent amounts at risk.

In the financial statements, trading derivative financial instruments are revalued on a gross position basis and the unrealised gains or losses are reflected as derivative assets or derivative liabilities. Derivative assets and liabilities arising from different transactions are only offset if the transactions are done with the same counterparty, a legal right of offset exists, and the parties intend to settle the cash flows on a net basis. There were no offset of derivative assets and liabilities in 2021 and 2020.

In \$ millions	The Group					
	Underlying notional	2021		2020		
		Assets	Liabilities	Underlying notional	Assets	Liabilities
Derivatives held for trading						
Interest rate derivatives						
Forward rate agreements	11,938	63	69	28,403	13	21
Interest rate swaps	1,301,861	9,102	9,008	1,045,373	14,611	14,009
Interest rate futures	20,306	15	3	2,872	#	49
Interest rate options	10,029	190	172	9,570	153	255
Interest rate caps/ floors	37,985	800	1,147	37,614	832	1,294
Sub-total	1,382,119	10,170	10,399	1,123,832	15,609	15,628
Foreign exchange (FX) derivatives						
FX contracts	510,398	3,406	3,560	574,608	7,281	8,488
Currency swaps	222,836	3,852	3,369	233,691	6,366	5,742
Currency options	72,669	237	288	92,783	606	772
Sub-total	805,903	7,495	7,217	901,082	14,253	15,002
Equity derivatives						
Equity options and others	16,451	350	1,106	7,732	143	282
Equity swaps	5,776	445	137	4,723	122	248
Sub-total	22,227	795	1,243	12,455	265	530
Credit derivatives						
Credit default swaps and others	24,265	351	222	29,133	240	394
Sub-total	24,265	351	222	29,133	240	394
Commodity derivatives						
Commodity contracts	1,406	29	23	2,094	183	38
Commodity futures	1,721	21	16	956	34	35
Commodity options	703	5	7	1,447	11	15
Sub-total	3,830	55	46	4,497	228	88
Total derivatives held for trading	2,238,344	18,866	19,127	2,070,999	30,595	31,642
Derivatives held for hedging						
Interest rate swaps held for fair value hedge	11,398	64	255	13,181	124	555
Interest rate swaps held for cash flow hedge	20,477	19	287	2,245	4	111
FX contracts held for cash flow hedge	6,743	69	44	5,645	107	55
FX contracts held for hedge of net investment	6,739	43	9	283	8	-
Currency swaps held for fair value hedge	425	1	17	1,080	4	70
Currency swaps held for cash flow hedge	23,034	635	677	18,488	274	648
Currency swaps held for hedge of net investment	2,055	9	-	2,022	-	7
Total derivatives held for hedging	70,871	840	1,289	42,944	521	1,446
Total derivatives	2,309,215	19,706	20,416	2,113,943	31,116	33,088
Impact of netting arrangements recognised for computation of Capital Adequacy Ratio (CAR)(unaudited)						
		(12,957)	(12,957)		(19,631)	(19,631)
		6,749	7,459		11,485	13,457
Of which: derivatives with holding company	5,991	25	98	5,239	8	184

Amount under \$500,000

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In \$ millions	Bank					
	2021			2020		
	Underlying notional	Assets	Liabilities	Underlying notional	Assets	Liabilities
Derivatives held for trading						
Interest rate derivatives						
Forward rate agreements	11,450	57	68	28,298	13	18
Interest rate swaps	1,055,008	8,547	8,367	907,696	13,741	12,955
Interest rate futures	20,096	14	3	2,807	#	49
Interest rate options	10,025	190	172	9,570	153	255
Interest rate caps/ floors	37,894	800	1,147	37,537	832	1,294
Sub-total	1,134,473	9,608	9,757	985,908	14,739	14,571
Foreign exchange (FX) derivatives						
FX contracts	467,324	2,947	3,005	492,978	5,592	6,414
Currency swaps	215,630	3,679	3,282	224,404	6,006	5,607
Currency options	62,062	193	199	73,453	480	592
Sub-total	745,016	6,819	6,486	790,835	12,078	12,613
Equity derivatives						
Equity options	16,427	350	1,106	7,719	143	282
Equity swaps	5,776	445	137	4,725	122	248
Sub-total	22,203	795	1,243	12,444	265	530
Credit derivatives						
Credit default swaps and others	23,737	339	220	28,862	238	391
Sub-total	23,737	339	220	28,862	238	391
Commodity derivatives						
Commodity contracts	1,467	29	23	2,094	183	38
Commodity futures	1,721	21	16	956	34	35
Commodity options	703	5	7	1,447	11	15
Sub-total	3,891	55	46	4,497	228	88
Total derivatives held for trading	1,929,320	17,616	17,752	1,822,546	27,548	28,193
Derivatives held for hedging						
Interest rate swaps held for fair value hedge	10,512	57	245	10,885	116	509
Interest rate swaps held for cash flow hedge	15,278	19	225	2,245	4	111
FX contracts held for fair value hedge	589	-	5	283	8	-
FX contracts held for cash flow hedge	4,381	69	14	2,323	18	38
FX contracts held for hedge of net investment	6,150	43	4	-	-	-
Currency swaps held for fair value hedge	425	1	17	1,080	4	70
Currency swaps held for cash flow hedge	21,007	550	618	16,966	261	609
Currency swaps held for hedge of net investment	2,055	9	-	2,022	-	7
Total derivatives held for hedging	60,397	748	1,128	35,804	411	1,344
Total derivatives	1,989,717	18,364	18,880	1,858,350	27,959	29,537
Impact of netting arrangements recognised for computation of Capital Adequacy Ratio (CAR)(unaudited)						
		(13,384)	(13,384)		(20,340)	(20,340)
		4,980	5,496		7,619	9,197
Of which: derivatives with subsidiaries and holding company	92,685	856	585	71,673	1,016	944

Amount under \$500,000

The derivative financial instruments are mainly booked in Singapore. The Group manages its credit exposures by entering into master netting and collateral agreements with most of these counterparties. For those arrangements that comply with the regulatory requirements as set out in MAS Notice 637, the Group recognises the netting arrangements in the computation of its Capital Adequacy Ratios.

36 Interest Rate Benchmark Reform

In March 2021, the UK Financial Conduct Authority (FCA) announced the dates on which LIBOR would be discontinued. All GBP, CHF, EUR, JPY London Interbank Offered Rate (LIBOR) settings and the one-week and two-month USD LIBOR settings would lose representativeness or discontinue after 31 December 2021. The remaining USD LIBOR settings would lose representativeness or discontinue after 30 June 2023. In Singapore, as announced by the Steering Committee for SOR & SIBOR Transition to SORA (SC-STs) on 31 March 2021, Singapore Swap Offer Rate (SOR), which relies on USD LIBOR in its computation, would similarly be discontinued immediately after 30 June 2023 across all settings. The Singapore Interbank Offered Rate (SIBOR) would discontinue by end-2024, with 6-month SIBOR being discontinued immediately after 31 March 2022.

The Group's main interest rate benchmark exposures are USD LIBOR, SOR and SIBOR. USD LIBOR will be replaced by USD Secured Overnight Financing Rate (SOFR) while the replacement benchmark rate for SOR and SIBOR is-Singapore Overnight Rate Average (SORA).

Changes in contractual cash flows of financial instruments

As described in Note 2.3, the Group adopted 'Phase 2' amendments on 1 January 2021. The 'Phase 2' amendments provide practical expedients that require changes in the contractual cash flows of financial instruments that result solely from IBOR reform and are economically equivalent to be accounted for by updating the effective interest rate, rather than recognising an immediate gain or loss in the income statement.

Hedge accounting

The SFRS(I) 9 requirements in respect of hedge accounting were amended in two phases. The first set of amendments ('Phase 1' amendments), which was adopted by the Group in 2020, provided temporary exceptions that allowed the continuation of hedge accounting for existing hedge relationships under the assumption that IBOR-based hedged cash flows are not altered as a result of uncertainty arising from IBOR reform. The uncertainty ends when the key terms of transition have been finalised i.e. the timing of the transition and adjustment spreads between an IBOR and its ARR have been finalised for affected contracts. As at 31 December 2021, the Group continues to apply these temporary exceptions for USD and SGD denominated hedging relationships.

The key assumption made when performing hedge accounting is that both the hedged item and hedging instrument will be amended from existing IBORs to new ARRs at the same time. Where actual differences between those dates arise, hedge ineffectiveness will be recorded in the income statement.

Significant judgement is also required to determine when uncertainty arising from IBOR reform ends and, hence, 'Phase 1' amendments cease to apply. Thereafter, 'Phase 2' amendments, adopted by the Group, require the Group to continue hedge accounting when changes to the hedging instrument, hedged item and hedged risk arise solely from IBOR reform. Hedge ineffectiveness (e.g. arising from mismatches of timing, or cash flows) continue to be recorded in the income statement.

How the Group is managing the transition to ARRs

A Group steering committee was established in 2019 to manage the impact of IBOR reform on the Group. The committee comprises senior representatives from Institutional Banking Group, Consumer Banking Group, Treasury Markets, Finance, Risk Management Group, Technology & Operations, Legal and Compliance and Group Strategic Marketing and Communications and is chaired by the Corporate Treasurer. The Terms of Reference of the committee are to review transition plans related to LIBOR and SOR discontinuation, SIBOR reform and other interest rate benchmark reform, to assess the Group's key risks across different scenarios, and to develop strategies to manage existing and new business in the context of these risks. Oversight of IBOR reform is provided by the Group Executive Committee and the Board Risk Management Committee.

As at 31 December 2021, changes required to systems, processes and models have been identified and have been substantially implemented. Substantially, all contracts with interest rates that are pegged to GBP, CHF, EUR, JPY LIBOR or one-week and two-month tenors for USD LIBOR have been remediated. For contracts referencing SOR, SIBOR or the remaining USD LIBOR settings, the Group has begun its communication with relevant counterparties and contract remediation is ongoing.

The Group has identified that the risks arising from IBOR reform are:

- Risk of contractual disputes arising from the lack of legal clauses catering for the discontinuation of an interest rate benchmark, and its replacement with an ARR, or such clauses failing to operate as expected; and
- Risk of reputational harm due to poor customer management related to interest rate benchmark discontinuation, leading to loss of customer business.

These risks are mitigated through robust oversight by the Group steering committee. The Group will continue to identify and assess risks associated with IBOR reform.

Exposures impacted by IBOR reform

The table below provides an overview of significant IBOR-related exposure by interest rate benchmarks.

- The exposures disclosed are for positions with contractual maturities after the announced IBOR cessation dates^(a).
- Non-derivative financial instruments are presented on the basis of their gross carrying amounts.
- Derivative financial instruments are presented by using their notional contract amounts and where derivatives have both pay and receive legs with exposure to IBOR reform, such as cross currency swaps, the notional contract amount is disclosed for both legs. As at 31 December 2021, there was \$13,513 million for the Group and \$13,440 million for the Bank of cross currency swaps where both the pay and receive legs are impacted by IBOR reform.
- Only transactions with parties that are not part of the DBS Group are reflected in the table below.

The Group In \$ millions	SGD SOR	SGD SIBOR	USD LIBOR	Total
2021				
Non-derivative financial assets ^(b)	20,606	8,234	25,272	54,112
Non-derivative financial liabilities ^(c)	-	-	4	4
Derivatives (notional)	51,312	-	376,816	428,128
Of which, hedging derivatives ^(d)	-	-	5,345	5,345

The Bank In \$ millions	SGD SOR	SGD SIBOR	USD LIBOR	Total
2021				
Non-derivative financial assets ^(b)	20,606	8,234	23,339	52,179
Non-derivative financial liabilities ^(c)	-	-	4	4
Derivatives (notional)	51,211	-	364,883	416,094
Of which, hedging derivatives ^(d)	-	-	5,118	5,118

(a) The expected cessation date for USD LIBOR and SOR is 30 June 2023. 1-month and 3-month SIBOR will be discontinued by end of 2024 while 6-month SIBOR will be discontinued on 31 March 2022

(b) Relates mainly to "bank and corporate securities" and "loans and advances to customers"

(c) Relates mainly to "other debt securities" and "subordinated term debts"

(d) Relates to derivatives that are designated for hedge accounting. The extent of the hedged risk exposure is reflected in the notional amounts of the derivatives

37. Hedge Accounting

The Group enters into hedging transactions to manage exposures to interest rate and foreign currency risks. Hedge accounting is applied to minimise volatility in earnings arising from changes in interest rate and foreign exchange rates.

Please refer to Note 43 for more information on market risk and the Group's risk management practices and Note 2.19 for the Group's accounting policy for hedge accounting.

37.1 Fair value hedges

In accordance with the risk management strategy in place, the Group enters into interest rate swaps to mitigate the risk of changes in interest rates on the fair value of the following:

- issued fixed rate debt;
- a portion of purchased fixed rate bonds; and
- some large exposures to corporate loans.

In such instances, the Group hedges the benchmark interest rate risk component which is an observable and reliably measurable component of interest rate risk. Specifically, the Group has designated fair value hedge relationships, on a hedge-by-hedge basis, to hedge against movements in the benchmark interest rate. This effectively results in the recognition of interest expense (for fixed rate liabilities), or interest income (for fixed rate assets) at floating rates. The Group also uses cross currency swaps when there is a need to hedge both interest rate and foreign exchange risks.

The Group manages all other risks arising from these exposures, such as credit risk, but hedge accounting is not applied for those risks.

The Group assesses prospective hedge effectiveness by comparing the changes in fair value of the hedged item resulting from movements in the benchmark interest rate with the changes in fair value of the interest rate swaps used to hedge the exposure. The Group determines the hedge ratio by comparing the notional of the derivative with the principal of the debt issued or the bond asset purchased, or the loan granted.

For all interest rate swaps used for hedging purposes, critical terms match or nearly match those of the underlying hedged items.

The Group has identified the following possible sources of ineffectiveness:

- the use of derivatives as a protection against interest rate risk creates an exposure to the derivative counterparty's credit risk which is not offset by the hedged item. This risk is minimised by entering into derivatives with high credit quality counterparties;
- the use of different discounting curves when measuring the fair value of the hedged items and hedging instruments. For derivatives the discounting curve used depends on collateralisation and the type of collateral used; and
- difference in the timing of settlement of hedging instruments and hedged items.

No other significant sources of ineffectiveness were identified in these hedge relationships.

The Group typically uses foreign currency denominated borrowings/ deposits to fund its investments in non-SGD denominated FVOCI equity instruments. To reduce the accounting mismatch on the borrowings/ deposits and FVOCI equity instruments because of foreign exchange rate movements, the Group designates the borrowings/ deposits as the hedging instruments in fair value hedges of the FVOCI equity instruments. The hedge ratio is determined by comparing the principal of the borrowings/ deposits with the investment costs of the FVOCI equity instruments. A potential source of ineffectiveness is a decrease in the fair value of the equity instruments below their investment costs.

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The following table sets out the maturity profile of the hedging instruments used in fair value hedges. The amounts shown in the table reflect the notional amounts of derivatives and the carrying amounts of borrowings and deposits. Please refer to Note 35 for the carrying values of the derivatives.

In \$ millions	Type of risk hedged	The Group			Total
		Less than 1 year	1 to 5 years	More than 5 years	
2021					
Derivatives (notional)					
Interest rate swaps	Interest rate	645	10,369	384	11,398
Currency swaps	Interest rate & Foreign exchange	94	331	-	425
Total derivatives		739	10,700	384	11,823
Non-derivative instruments (e.g. borrowings, deposits)	Foreign exchange	1,875	-	-	1,875
Total non-derivative instruments		1,875	-	-	1,875
2020					
Derivatives (notional)					
Interest rate swaps	Interest rate	3,251	9,259	671	13,181
Currency swaps	Interest rate & Foreign exchange	917	163	-	1,080
Total derivatives		4,168	9,422	671	14,261
Non-derivative instruments (e.g. borrowings, deposits)	Foreign exchange	1,550	-	-	1,550
Total non-derivative instruments		1,550	-	-	1,550
Bank					
In \$ millions	Type of risk hedged	Bank			Total
		Less than 1 year	1 to 5 years	More than 5 years	
2021					
Derivatives (notional)					
Interest rate swaps	Interest rate	645	9,584	283	10,512
Currency swaps	Interest rate & Foreign exchange	94	331	-	425
FX Contracts	Foreign exchange	589	-	-	589
Total derivatives		1,328	9,915	283	11,526
Non-derivative instruments (e.g. borrowings, deposits)	Foreign exchange	1,875	-	-	1,875
Total non-derivative instruments		1,875	-	-	1,875
2020					
Derivatives (notional)					
Interest rate swaps	Interest rate	3,141	7,172	572	10,885
Currency swaps	Interest rate & Foreign exchange	917	163	-	1,080
FX Contracts	Foreign exchange	283	-	-	283
Total derivatives		4,341	7,335	572	12,248
Non-derivative instruments (e.g. borrowings, deposits)	Foreign exchange	1,550	-	-	1,550
Total non-derivative instruments		1,550	-	-	1,550

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The table below provides information on hedged items relating to fair value hedges.

In \$ millions	The Group		Bank	
	Carrying amounts (including hedge adjustments)	Fair value hedge adjustments included in carrying amounts	Carrying amounts (including hedge adjustments)	Fair value hedge adjustments included in carrying amounts
2021				
Assets				
Loans and advances to customers	1,066	(1)	1,033	(2)
Government securities and treasury bills ^(a)	892	4	-	-
Bank and corporate securities ^(a)	7,531	(4)	7,531	(4)
Subsidiaries	-	-	589	28
Liabilities				
Other debt securities	2,320	24	2,320	24
Due to holding company	1,237	(3)	1,237	(3)
2020				
Assets				
Loans and advances to customers	1,561	6	1,526	5
Government securities and treasury bills ^(a)	2,384	15	28	-
Bank and corporate securities ^(a)	8,462	7	8,422	7
Subsidiaries	-	-	283	9
Liabilities				
Other debt securities	3,646	100	3,609	100
Due to holding company	306	1	306	1

(a) The carrying amounts of debt and equity instruments at fair value through other comprehensive income do not include fair value hedge adjustments as the hedged assets are measured at fair value. The accounting for the hedge relationship results in a transfer from other comprehensive income to the income statement for debt instruments

At the Group, for the year ended 31 December 2021, the net gains on hedging instruments used to calculate hedge effectiveness was \$205 million (2020: net losses of \$335 million). The net losses on hedged items attributable to the hedged risk amounted to \$205 million (2020: net gains of \$330 million).

At the Bank, for the year ended 31 December 2021, the net gains on hedging instruments used to calculate hedge effectiveness was \$196 million (2020: net losses of \$278 million). The net losses on hedged items attributable to the hedged risk amounted to \$196 million (2020: net gains of \$273 million).

37.2 Cash flow hedges

The Group is predominantly exposed to variability in future cash flows due to interest rate movements and foreign currency fluctuations from the following:

- assets subject to repricing, reinvestment or refinancing risk;
- forecasted interest earnings denominated in foreign currency;
- issued floating or fixed rate foreign currency debt; and
- a portion of purchased floating or fixed rate foreign currency bonds.

In accordance with the Group risk management strategy the Group enters into interest rate swaps, forward contracts or cross currency swaps to protect against the variability of cash flows due to changes in interest rates and/ or foreign currency exchange rates.

In such instances, cash flow hedge relationships are designated. These are applied on a hedge-by-hedge basis, except for cash flows from assets subject to repricing, reinvestment or refinancing risk, for which a portfolio cash flow hedge relationship is designated using interest rate swaps. A dynamic process is applied for this hedge as the portfolio composition can change e.g. due to maturities and new originations. The portfolio cash flow hedge relationships effectively extend the duration of the assets, such that the interest cash flows are transformed from a floating rate basis to a fixed rate basis.

The Group enters into forward contracts to hedge against variability in future cash flows arising from USD-denominated interest income.

The Group also enters into cross currency swaps to mitigate the risk of fluctuation of coupon and principal cash flows due to changes in foreign currency rates of issued foreign currency debt and a portion of purchased foreign currency bonds. Critical

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terms of the cross-currency swaps match that of the issued foreign currency debt or purchased foreign currency bonds. In this way the Group exchanges foreign currency interest and principal cash flows, to SGD cash flows.

The Group manages all other risks derived by these exposures, such as credit risk, but they do not apply hedge accounting for these risks.

The Group assesses hedge effectiveness by comparing the changes in fair value of a hypothetical derivative reflecting the terms of the hedged item due to movements in the hedged risk with the changes in fair value of the derivatives used to hedge the exposure.

The Group determines the hedge ratio by comparing the notional of the derivatives with the assets subject to repricing/ reinvestment/ refinancing risk or amount of forecast earnings denominated in foreign currency or the principal of the debt securities issued or purchased foreign currency bonds.

The Group has identified the following possible sources of ineffectiveness in its cash flow hedge relationships:

- the use of derivatives as a protection against currency and interest rate risk creates an exposure to the derivative counterparty's credit risk which is not offset by the hedged item. This risk is minimised by entering into derivatives with high credit quality counterparties;
- difference in tenor of hedged items and hedging instruments;
- difference in timing of settlement of the hedging instrument and hedged item; and
- designation of off-market hedging instruments.

The following table sets out the maturity profile of the hedging instruments used in cash flow hedges. The amounts shown in the table reflect the notional amounts of derivatives. Please refer to Note 35 for the carrying values of the derivatives.

In \$ millions	Type of risk hedged	The Group			Total
		Less than 1 year	1 to 5 years	More than 5 years	
2021					
Derivatives (notional)					
Interest rate swaps	Interest rate	-	19,462	1,015	20,477
Currency swaps	Interest rate & Foreign exchange	4,005	17,939	1,090	23,034
FX contracts	Foreign exchange	6,423	320	-	6,743
Total		10,428	37,721	2,105	50,254

2020					
Derivatives (notional)					
Interest rate swaps	Interest rate	-	2,245	-	2,245
Currency swaps	Interest rate & Foreign exchange	1,669	16,267	552	18,488
FX contracts	Foreign exchange	5,387	258	-	5,645
Total		7,056	18,770	552	26,378

In \$ millions	Type of risk hedged	Bank			Total
		Less than 1 year	1 to 5 years	More than 5 years	
2021					
Derivatives (notional)					
Interest rate swaps	Interest rate	-	14,263	1,015	15,278
Currency swaps	Interest rate & Foreign exchange	3,732	16,754	521	21,007
FX contracts	Foreign exchange	4,201	180	-	4,381
Total		7,933	31,197	1,536	40,666

2020					
Derivatives (notional)					
Interest rate swaps	Interest rate	-	2,245	-	2,245
Currency swaps	Interest rate & Foreign exchange	1,668	15,212	86	16,966
FX contracts	Foreign exchange	2,214	109	-	2,323
Total		3,882	17,566	86	21,534

The hedge ineffectiveness arising from these hedges was insignificant.

Please refer to Note 32 for information on the cash flow hedge reserves.

37.3 Net investment hedges

The Group manages currency risk arising from its net investment in foreign operations (or structural foreign exchange risk) using foreign currency borrowings, FX forwards, FX swaps and cross currency swaps.

Structural foreign exchange exposures are managed with the primary aim of ensuring that consolidated capital ratios are largely protected from the effect of fluctuations in foreign exchange rates against SGD.

Under the Group's hedging strategy, the carrying amount of these investments could be fully hedged, partially hedged or not hedged at all. The Group regularly reviews its hedging strategy, taking into account the long-term outlook of currency fundamentals and the impact of fluctuations in foreign exchange rates on capital adequacy ratios.

The tables below analyse the currency exposures by functional currency.

The Group

In \$ millions	Net investments in foreign operations ^(a)	Financial instruments which hedge the net investments	Remaining unhedged currency exposures
2021			
Hong Kong dollar	9,691	2,055	7,636
US dollar	9,829	6,150	3,679
Chinese yuan	4,424	296	4,128
Taiwan dollar	1,799	293	1,506
Others	4,276	-	4,276
Total	30,019	8,794	21,225
2020			
Hong Kong dollar	11,533	2,022	9,511
US dollar	2,990	-	2,990
Chinese yuan	2,730	283	2,447
Taiwan dollar	1,670	-	1,670
Others	4,011	-	4,011
Total	22,934	2,305	20,629

(a) Refers to net tangible assets of entities (e.g. subsidiaries, associates and joint ventures and overseas branches) or units with non-SGD functional currency

Bank

In \$ millions	Net investments in foreign operations ^(b)	Financial instruments which hedge the net investments	Remaining unhedged currency exposures
2021			
Hong Kong dollar	2,312	2,055	257
US dollar	9,701	6,150	3,551
Taiwan dollar	362	-	362
Others	1,536	-	1,536
Total	13,911	8,205	5,706
2020			
Hong Kong dollar	4,481	2,022	2,459
US dollar	2,864	-	2,864
Taiwan dollar	314	-	314
Others	1,388	-	1,388
Total	9,047	2,022	7,025

(b) Refers to net tangible assets of overseas branches or units with non-SGD functional currency

Please refer to Note 32 for information on the capital reserves. Capital reserves include the effect of translation differences on net investments in foreign entities (e.g. subsidiaries, associates and joint ventures and branches) or units with non-SGD functional currency, and the related foreign currency financial instruments designated for hedge accounting.

38. Share-based Compensation Plans

As part of the Group's remuneration policy, the Group provides various share-based compensation plans to foster a culture that aligns employees' interests with shareholders', enable employees to share in the Bank's performance and enhance talent retention.

Main Scheme/ Plan	Note
DBSH Share Plan (Share Plan)	
<ul style="list-style-type: none"> • The Share Plan is granted to Group executives as determined by the Committee appointed to administer the Share Plan from time to time. • Participants are awarded shares of DBSH or, at the Committee's discretion, their equivalent cash value or a combination. • Awards consist of main award and retention award (20%/ 15% of main award) for employees on bonus/ sales incentive plans respectively. Dividends on unvested shares do not accrue to employees. • For employees on bonus plan, the main award vests from 2 to 4 years after grant i.e. 33% will vest 2 years after grant; another 33% will vest on the third year and the remaining 34% plus the retention award will vest 4 years after grant. • For employees on sales incentive plan, the main award vests from 1 to 3 years after grant i.e. 33% will vest 1 year after grant; another 33% will vest on the second year and the remaining 34% plus the retention award will vest 3 years after grant. • There are no additional retention awards for shares granted to top performers and key employees as part of talent retention. • The awards will lapse immediately upon termination of employment, except in the event of ill health, injury, disability, redundancy, retirement or death. • The market price of shares on the grant date is used to estimate the fair value of the shares awarded. The fair value of the shares granted includes an adjustment to exclude the present value of future expected dividends to be paid during the vesting period. • Vested and unvested shares are subject to clawback/ malus. Conditions that trigger such clawback/ malus are in the Remuneration Report section of DBSH's Annual Report. • Shares are awarded to non-executive directors as part of director's remuneration. Details of these awards are disclosed in the Corporate Governance section of DBSH's Annual Report. 	38.1
DBSH Employee Share Plan (ESP)	
<ul style="list-style-type: none"> • The Committee has ceased granting shares under the ESP effective from financial year 2018 remuneration. Shares granted from prior years continue to be outstanding until the shares are fully vested. 	38.1
DBSH Employee Share Purchase Plan (ESPP)	
<ul style="list-style-type: none"> • The ESPP was implemented in 2019 in selective markets across the Group. All permanent employees who hold the rank of Vice President and below are eligible to participate in the scheme. • The ESPP is a share ownership plan for eligible employees to own DBSH shares through monthly contributions via deductions from payroll or designated bank accounts. • Participants contribute up to 10% of month salary (minimum S\$50, capped at S\$1,000) and the Group will match 25% of the participant's contributions to buy DBSH ordinary shares for a period of 12 months during each plan year. • The matching shares bought from the Group's contribution will vest 24 months after the last contribution month for each plan year. • The matching shares will lapse immediately upon termination of employment, except in the event of ill health, injury, disability, redundancy, retirement or death. 	38.2

38.1 DBSH Share Plan and DBSH Employee Share Plan

The following table sets out the movements of the awards during the year.

	The Group			
	2021		2020	
Number of shares	Share Plan	ESP	Share Plan	ESP
Balance at 1 January	17,248,786	526,003	17,146,260	1,189,400
Granted	5,378,132	-	6,423,721	-
Vested	(5,209,973)	(362,363)	(5,992,525)	(627,270)
Forfeited/others	(311,653)	(17,836)	(328,670)	(36,127)
Balance at 31 December	17,105,292	145,804	17,248,786	526,003
Weighted average fair value of the shares granted during the year	\$22.07	-	\$21.32	-

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	Bank			
	2021		2020	
Number of shares	Share Plan	ESP	Share Plan	ESP
Balance at 1 January	13,579,818	280,797	13,898,185	633,272
Granted	4,058,380	-	4,849,749	-
Vested	(4,228,842)	(194,624)	(4,975,625)	(334,421)
Transferred	92,808	(751)	(2,960)	(675)
Forfeited/others	(187,678)	(8,942)	(189,531)	(17,379)
Balance at 31 December	13,314,486	76,480	13,579,818	280,797
Weighted average fair value of the shares granted during the year	\$22.01	-	\$21.31	-

38.2 DBSH Employee Share Purchase Plan

The following table sets out the movements of the shares during the year.

	The Group		Bank	
	2021	2020	2021	2020
Number of shares				
Balance at 1 January	1,015,478	388,686	764,052	293,005
Granted	534,378	678,428	401,323	508,183
Vested ^(a)	(15,238)	(4,569)	(9,405)	(2,658)
Transferred	-	-	(951)	664
Forfeited	(131,178)	(47,067)	(99,165)	(35,142)
Balance at 31 December	1,403,440	1,015,478	1,055,854	764,052
Weighted average fair value of the shares granted during the year	\$26.05	\$18.60	\$26.05	\$18.61

(a) Excludes shares vested but temporarily withheld under regulatory requirement as of the reporting date. Such shares will be reported as vested in the period the shares being released to the employees.

39. Related Party Transactions

39.1 Transactions between the Bank and its subsidiaries, including consolidated structured entities, associates and joint ventures which are related parties of the Bank, are disclosed in Notes 39.4 to 39.6.

39.2 During the financial year, the Group had banking transactions with related parties, consisting of subsidiaries, associates and joint ventures and key management personnel of the Group. These included the taking of deposits and extension of credit card and other loan facilities. These transactions were made in the ordinary course of business and carried out at arms-length commercial terms, and were not material.

In addition, key management personnel received remuneration for services rendered during the financial year. Non-cash benefits including performance shares were also granted.

39.3 Total compensation and fees to key management personnel^(a) are as follows:

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Short-term benefits ^(b)	48	42	37	32
Share-based payments ^(c)	27	28	24	25
Total	75	70	61	57
Of which: Bank Directors' remuneration and fees	13	12	13	12

(a) Includes Bank Directors and members of the Management Committee who have authority and responsibility in planning the activities and direction of the Group. The composition and number of Directors and Management Committee members may differ from year to year

(b) Includes cash bonus based on amount accrued during the year, to be paid in the following year

(c) Share-based payments are expensed over the vesting period in accordance with SFRS(I) 2

39.4 Income received from and expenses paid to related parties

In addition to the related party information shown elsewhere in the financial statements, the following transactions took place between the Bank and related parties during the financial year on terms agreed by the parties concerned.

In \$ millions	The Group		Bank	
	2021	2020	2021	2020
Income received from:				
- Holding company	7	6	7	5
- Subsidiaries	-	-	847	827
- Associates and joint ventures	31	37	47	43
Total	38	43	901	875
Expenses paid to:				
- Holding company	156	139	129	104
- Subsidiaries	-	-	724	1,216
- Associates and joint ventures	111	109	111	108
Total	267	248	964	1,428

39.5 Amounts due from and to related parties

In \$ millions	Bank	
	2021	2020
Amounts due from:		
- Holding company	718	911
- Subsidiaries (Note 21)	15,587	19,078
- Associates and joint ventures	1,070	1,024
Total	17,375	21,013
Amounts due to:		
- Holding company	8,776	6,031
- Subsidiaries	34,439	48,288
- Associates and joint ventures	147	154
Total	43,362	54,473

39.6 Guarantees issued to and received from related parties

Guarantees issued to and received from subsidiaries amounted to \$2,927 million (2020: \$2,930 million) and \$800 million (2020: \$983 million) respectively.

The Bank also finances customer through discounting bills issued by related parties. As at 31 December 2021, outstanding amount of such bills was \$2 million (2020: \$177 million).

40. Fair Value of Financial Instruments

40.1 Valuation Process

The valuation processes within the Group are governed by the Valuation Policy which is approved by the Board Audit Committee.

The Valuation Policy applies to all financial assets and liabilities that are measured at fair value, covering both market prices as well as model inputs. Financial assets and liabilities are marked directly using reliable and independent quoted market prices where available, or by using reliable and independent market parameters (as model inputs) in conjunction with a valuation model.

Valuation models go through an assurance process carried out by the Risk Management Group (RMG), independent of the model developers. This assurance process covers the review of the underlying methodology including its logic and conceptual soundness together with the model inputs and outputs. Model assurances are conducted prior to implementation and subject to regular review or when there are significant changes arising from market or portfolio changes. Where necessary, the Group also imposes model reserves and other adjustments in determining fair value. Models are approved by the Group Market and Liquidity Risk Committee.

A process of independent price verification (IPV) is in place to establish the accuracy of the market parameters used when the marking is performed by the Front Office. The IPV process entails independent checks to compare traders' marks to independent sources such as broker/ dealer quotes or market consensus providers.

Where market parameters are sourced independently for the marking of financial assets and liabilities, or used as inputs into a valuation model, these are checked for reliability and accuracy, for example by reviewing large daily movements or by referencing other similar sources, or transactions.

Valuation adjustments and reserves are taken to account for close-out costs, model and market parameter uncertainty, and any other factor that may affect valuations. Valuation adjustment and reserve methodologies are approved by the Group Market and Liquidity Risk Committee and governed by the Valuation Policy.

The valuation adjustments and reserves include but are not limited to:

Model and Parameter Uncertainty Adjustments

Valuation uncertainties may occur during fair value measurement either due to uncertainties in the required input parameters or uncertainties in the modelling methods used in the valuation process. In such situations, adjustments may be necessary to take these factors into account.

For example, where market data such as prices or rates for an instrument are no longer observable after an extended period of time, these inputs used to value the financial instruments may no longer be relevant in the current market conditions. In such situations, adjustments may be necessary to address the pricing uncertainty arising from the use of stale market data inputs.

Credit Valuation Adjustments

Credit valuation adjustments are taken to reflect the impact on fair value of counterparty credit risk. Credit valuation adjustments are based upon the creditworthiness of the counterparties, magnitude of the current or potential exposure on the underlying transactions, netting and collateral arrangements, and the maturity of the underlying transactions.

Funding Valuation Adjustments

Funding valuation adjustments represent an estimate of the adjustment to fair value that a market participant would make in incorporating funding costs and benefits that arise in relation to uncollateralised derivatives positions.

Day 1 Profit or Loss (P&L) Reserve

In situations where the market for an instrument is not active and its fair value is established using a valuation model based on significant unobservable market parameters, the Day 1 P&L arising from the difference in transacted price and end-of-day model valuation is set aside as reserves. A market parameter is defined as being significant when its impact on the Day 1 P&L is greater than an internally determined threshold. The Day 1 P&L reserve is released to the income statement when the parameters become observable or when the transaction is closed out or amortised over the duration of the transaction. At year end, the unamortised Day 1 P&L was not material.

Bid-Offer Adjustments

The Group often holds, at varying points in time, both long or short positions in financial instruments which are valued using mid-market levels. Bid-offer adjustments are then made to account for close-out costs.

IBOR Transition Related Reserves

Fixings for most of the major currency IBORs would fall back to the respective Alternative Reference Rates (ARRs) plus a spread. Spread derivation details have been made known for most currencies. Valuation reserves have been set aside where derivation details are not known, and this leads to uncertainty in the forward rate estimation curves used for valuations.

40.2 Fair Value Hierarchy

The fair value hierarchy accords the highest level to observable inputs such as unadjusted quoted prices in active markets for identical assets or liabilities and the lowest level to unobservable inputs. The fair value measurement of each financial instrument is categorised in accordance with the same level of the fair value hierarchy as the input with the lowest level that is significant to the entire measurement. If

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unobservable inputs are deemed significant, the financial instrument will be categorised as Level 3. Financial instruments that are valued using quoted prices in active markets are classified as Level 1 within the fair value hierarchy. These would include government and sovereign securities, listed equities and corporate debt securities which are actively traded. Derivatives contracts which are traded in an active exchange market are also classified as Level 1 of the valuation hierarchy.

Where fair value is determined using quoted market prices in less active markets or quoted prices for similar assets and liabilities, such instruments are generally classified as Level 2. In cases where quoted prices are generally not available, the Group will determine the fair value based on valuation techniques that use market parameters as inputs including but not limited to yield curves, volatilities and foreign exchange rates. The majority of valuation techniques employ only

observable market data so that reliability of the fair value measurement is high. These would include corporate debt securities, repurchase, reverse repurchase agreements and most of the Group's OTC derivatives.

The Group classifies financial instruments as Level 3 when there is reliance on unobservable market parameters, whether used directly to value a financial asset or liability, or used as inputs to a valuation model, attributing to a significant contribution to the instrument value. These would include all input parameters which are derived from historical data, for example, asset correlations or certain volatilities. Level 3 instruments also include unquoted equity securities which are measured based on the net asset value of the investments. In addition, Level 3 inputs include all stale security prices and other approximations (e.g. bonds valued using credit default swap spreads).

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The following table presents assets and liabilities measured at fair value, classified by level within the fair value hierarchy.

In \$ millions	The Group							
	2021				2020			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets								
Financial assets at FVPL								
- Government securities and treasury bills	8,425	4,259	-	12,684	8,901	3,740	-	12,641
- Bank and corporate securities	18,816	3,636	361 ^(a)	22,813	12,451	4,182	715	17,348
- Other financial assets	-	16,964	-	16,964	-	13,501	-	13,501
FVOCI financial assets								
- Government securities and treasury bills	15,811	2,114	-	17,925	15,223	2,147	-	17,370
- Bank and corporate securities	17,251	2,235	430 ^(b)	19,916	18,518	2,648	268	21,434
- Other financial assets	2	5,197	-	5,199	-	4,684	-	4,684
Derivatives	39	19,534	133 ^(c)	19,706	40	31,075	1	31,116
Liabilities								
Financial liabilities at FVPL								
- Other debt securities	-	10,726	-	10,726	-	8,333	-	8,333
- Other financial liabilities	2,626	5,726	1	8,353	1,483	2,488	-	3,971
Derivatives	21	20,394	1 ^(d)	20,416	103	32,896	89	33,088

(a) Decrease in Level 3 balance was mainly due to maturity of a note which was priced using proxy valuation

(b) Increase in Level 3 balance was due to a new note which was priced using proxy valuation

(c) Increase in Level 3 balance was due to a total return swap whose underlying became illiquid

(d) Decrease in Level 3 balance was due to maturity of a total return swap whose underlying was priced using proxy valuation

In \$ millions	Bank							
	2021				2020			
	Level 1	Level 2	Level 3	Total	Level 1	Level 2	Level 3	Total
Assets								
Financial assets at FVPL								
- Government securities and treasury bills	6,955	3,136	-	10,091	8,235	2,581	-	10,816
- Bank and corporate securities	18,358	1,924	350 ^(a)	20,632	12,209	3,236	711	16,156
- Other financial assets	-	15,732	-	15,732	-	12,528	-	12,528
FVOCI financial assets								
- Government securities and treasury bills	10,163	571	-	10,734	8,725	348	-	9,073
- Bank and corporate securities	16,217	471	345 ^(b)	17,033	17,051	959	183	18,193
- Other financial assets	2	2,867	-	2,869	-	2,317	-	2,317
Derivatives	39	18,194	131 ^(c)	18,364	40	27,919	-	27,959
Liabilities								
Financial liabilities at FVPL								
- Other debt securities	-	10,724	-	10,724	-	8,333	-	8,333
- Other financial liabilities	2,108	3,137	1	5,246	1,296	702	-	1,998
Derivatives	21	18,859	1 ^(d)	18,880	100	29,348	89	29,537

(a) Decrease in Level 3 balance was mainly due to maturity of a note which was priced using proxy valuation

(b) Increase in Level 3 balance was due to a new note which was priced using proxy valuation

(c) Increase in Level 3 balance was due to a total return swap whose underlying became illiquid

(d) Decrease in Level 3 balance was due to maturity of a total return swap whose underlying was priced using proxy valuation

The bank and corporate securities classified as Level 3 at 31 Dec 2021 comprised mainly notes which were marked using approximations and unquoted equity securities valued based on net asset value of the investments.

40.3 Own credit adjustments on financial liabilities designated at fair value through profit or loss

Changes in the fair value of financial liabilities designated at fair value through profit or loss related to the Group's own credit risk are recognised in other comprehensive income. As the Group does not hedge changes in own credit risk arising from financial liabilities, presenting the own credit movements within other comprehensive income does not create or increase an accounting mismatch in the income statement.

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The change in fair value attributable to changes in own credit risk has been determined as the amount of change in fair value that is attributable to changes in funding spreads above benchmark interest rates. Fair value changes arising from factors other than the Group's own credit risk are insignificant.

The cumulative amounts attributable to changes in own credit risk for these financial liabilities as at 31 December 2021 was a loss of \$49 million for the Group and the Bank (2020: \$25 million).

Realised losses attributable to changes in own credit risk as at 31 December 2021 was a loss of \$22 million (2020: loss of \$15 million).

40.4 Financial assets & liabilities not carried at fair value

For financial assets and liabilities not carried at fair value in the financial statements, the Group has ascertained that their fair values were not materially different from their carrying amounts at year-end.

For cash and balances with central banks, due from banks, loans and advances to customers, as well as due to banks and deposits and balances from customers, the basis of arriving at fair values is by discounting cash flows using the relevant market interest rates for the respective currencies.

For investment debt securities and subordinated term debts and other debts issued, fair values are determined based on independent market quotes, where available. Where market prices are not available, fair values are estimated using discounted cash flow method.

The fair value of variable interest-bearing as well as short-term financial instruments accounted for at amortised cost is assumed to be approximated by their carrying amounts.

41. Risk Governance

The Group Board oversees the Group's affairs and provides sound leadership for the CEO and management. Authorised by the Board, various Board committees oversee specific responsibilities based on clearly defined terms of reference.

Under the Group's risk management approach, the Group Board, through the Board Risk Management Committee (BRMC), sets the Group's risk appetite, oversees the establishment of enterprise-wide risk management policies and processes, and establishes risk appetite limits to guide the Group's risk-taking.

The BRMC also oversees the identification, monitoring, management and reporting of credit, market, liquidity, operational and reputational risks. To facilitate the BRMC's risk oversight, the following risk management committees have been established:

1. Risk Executive Committee (Risk EXCO);
2. Group Credit Risk Committee (GCRC);
3. Group Credit Policy Committee (GCPC);
4. Group Credit Risk Models Committee (GCRMC);
5. Group Market and Liquidity Risk Committee (GMLRC);
6. Group Operational Risk Committee (GORC);
7. Group Scenario and Stress Testing Committee (GSSTC); and
8. Product Approval Committee (PAC).

As the overall executive body regarding risk matters, the Risk EXCO oversees the Group's risk management.

Each of the committees reports to the Risk EXCO, and serves as an executive forum to discuss and implement the Group's risk management.

Key responsibilities:

- Assess and approve risk-taking activities;
- Oversee the Group's risk management infrastructure, which includes frameworks, decision criteria, authorities, people, policies, standards, processes, information and systems;
- Approve risk policies such as model governance standards, stress testing scenarios, and the evaluation and endorsement of risk models;
- Assess and monitor specific credit concentration; and
- Recommend stress-testing scenarios (including macroeconomic variable projections) and review the results.

The members in these committees comprise representatives from the Risk Management Group (RMG) as well as key business and support units.

The PAC provides group-wide oversight and direction for the approval of new product and outsourcing initiatives. It evaluates new product and outsourcing initiatives to ensure that they are in line with the Group's strategy and risk appetite.

Most of the above committees are supported by local risk committees in all major locations, where appropriate. These local risk committees oversee the

local risk positions for all businesses and support units, ensuring that they keep within limits set by the Group risk committees. They also approve location-specific risk policies.

The Chief Risk Officer (CRO), who is a member of the Group Executive Committee and reports to the Chairman of the BRMC and the CEO, oversees the risk management function. The CRO is independent of business lines and is actively involved in key decision-making processes. He often engages with regulators to discuss risk matters, enabling a more holistic risk management perspective.

Working closely with the risk and business committees, the CRO is responsible for the following:

- Management of the Group's risks, including systems and processes to identify, approve, measure, monitor, control and report risks;
- Engagement with senior management about material matters regarding all risk types;
- Development of risk controls and mitigation processes; and
- Ensuring the Group's risk management is effective and the Risk Appetite established by the Board is adhered to.

42. Credit Risk

The most significant measurable risk the Group faces - credit risk - arises from the Group's daily activities in various businesses. These activities include lending to retail, corporate and institutional customers. It includes the risk of lending, pre-settlement and settlement risk of foreign exchange, derivatives and debt securities.

Credit Risk Management

The Group's approach to credit risk management comprises the following building blocks:

- **Policies**

The dimensions of credit risk and the scope of its application are defined in the Group Credit Risk Management Policy. Senior management sets the overall direction and policy for managing credit risk at the enterprise level.

The Group Core Credit Risk Policies (CCRPs) established for Consumer Banking/ Wealth Management and Institutional Banking set forth the principles by which the Group conducts its credit risk management and control activities. These policies, supplemented by a number of operational standards and guides, ensure consistency in identifying, assessing, underwriting, measuring, reporting and controlling credit risk across the Group, and provide guidance in the formulation of business-specific and/or location-specific credit risk policies and standards.

The operational standards and guides are established to provide greater details on the implementation of the credit principles within the Group CCRPs and are adapted to reflect different credit environments and portfolio risk profiles. The CCRPs are approved by the GCPC.

- **Risk Methodologies**

Credit risk is managed by thoroughly understanding the Group's corporate customers – the businesses they are in, as well as the economies in which they operate. It is also managed through statistical models and data analytics for retail customers.

The assignment of credit risk ratings and setting of lending limits are integral parts of the Group's credit risk management process, and it uses an array of rating models for its corporate and retail portfolios. Most of these models are built internally using the Group's loss data, and the limits are driven by the Group's Risk Appetite Statement and the Target Market and Risk Acceptance Criteria (TM-RAC).

Wholesale borrowers are assessed individually, and further reviewed and evaluated by experienced credit risk managers who consider relevant credit risk factors in the final determination of the borrower's risk. For some portfolios within the small and medium-sized enterprises (SME) segment, the Group also uses a programme-based approach to achieve a balanced management of risks and rewards. Retail exposures are assessed using credit score models, credit bureau records, as well as internally and externally available customer behaviour records supplemented by the Group's

Risk Acceptance Criteria (RAC). Credit applications are proposed by the business units, and applications outside the RAC are independently assessed by the credit risk managers.

Pre-settlement credit risk for traded products arising from a counterparty potentially defaulting on its obligations is generally quantified by evaluation of the market price plus potential future exposure. This is used to calculate the Group's regulatory capital and is included within the Group's overall credit limits to counterparties for internal risk management.

The Group actively monitors and manages its exposure to counterparties for over-the-counter (OTC) derivative trades to protect its balance sheet in the event of a counterparty default. Counterparty risk exposures that may be adversely affected by market risk events are identified, reviewed and acted upon by management, and highlighted to the appropriate risk committees. Specific wrong-way risk arises when the credit exposure of a counterparty (from the traded product transaction) directly correlates with the probability of default of the counterparty. The Group has processes in place to guide the handling of specific wrong-way risk transactions, and its risk measurement metric takes into account the higher risks associated with such transactions.

Issuer default risk that may also arise from derivatives, notes and securities are generally measured based on jump-to-default computations.

Concentration Risk Management

For credit risk concentration, the Group uses Economic Capital (EC) as its measurement tool as it combines the individual risk factors such as the probability of default (PD), loss given default (LGD) and exposure at default (EAD), in addition to industry correlation and portfolio concentration. EC thresholds are set to ensure that the allocated EC stays within the Group's Risk Appetite. Concentration risk for retail is managed at two levels – product level where exposure limits are set up and segment level to manage the growth of high-risk segments. Governance processes are in place to ensure that these thresholds are monitored regularly, and appropriate actions are taken when the thresholds are breached.

The Group continually examines and reviews how it can enhance the scope of its thresholds and approaches to manage concentration risk.

Environment, Social and Governance Risks

Responsible financing, covering environmental, social and governance (ESG) issues, is a topic of increasing importance that affects investing and lending decisions across the Group. The Group recognises that its financing practices have a substantial impact on society and failure of its customers to appropriately manage ESG issues can directly impact their operations and long-term economic viability, and the communities and environment in which they operate.

The Board approves the Group's overall and specific risk governance frameworks and oversees an independent Group-wide risk management system, including responsible financing. The Group had established a Group Responsible Financing Standard that documents its overarching approach to responsible financing and additional assessment required when entering into transactions with elevated ESG risks. The requirements of this Standard represent the minimum standards for the Group and it has also sought alignment, where possible, with international standards and best practices. Where significant ESG issues are identified, escalation is required to the relevant Global Industry Specialist and IBG Sustainability for further guidance prior to approval by the Credit Approving Authority.

Country Risk

Country risk refers to the risk of loss due to events in a specific country (or a group of countries). This includes political, exchange rate, economic, sovereign and transfer risks.

The Group manages country risk through the requirements of the Group CCRP and the said risk is part of its concentration risk management. The way the Group manages transfer risk is set out in its Country Risk Management Standard. This includes an internal transfer risk and sovereign risk rating system, where assessments are made independently of business decisions. The Group's transfer risk limits are set in accordance with the Group Risk Appetite Policy.

Transfer risk limits for priority countries are set based on country-specific strategic business considerations as well as the acceptable potential loss according to the Group's Risk Appetite. Management actively evaluates and determines the appropriate level of transfer risk exposures for these countries taking into account the risks and rewards and whether they are in line with the Group's strategic intent. Limits for all other non-priority countries are set using a model-based approach.

All transfer risk limits are approved by the BRMC.

Credit stress testing

The Group engages in various types of credit stress testing, and these are driven either by regulators or internal requirements and management.

The Group's credit stress tests are performed at the total portfolio or sub-portfolio level, and are generally conducted to assess the impact of changing economic conditions on asset quality, earnings performance, capital adequacy and liquidity. The Group's stress testing programme is comprehensive and covers a range of risks and business areas.

Pillar 1 credit stress testing	The Group conducts Pillar 1 credit stress testing regularly as required by regulators. Under Pillar 1 credit stress testing, the Group assesses the
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	impact of a mild stress scenario (at least two consecutive quarters of zero GDP growth) on Internal Ratings-Based (IRB) estimates (i.e. PD, LGD and EAD) and the impact on regulatory capital. The purpose of the Pillar 1 credit stress test is to assess the robustness of internal credit risk models and the cushion above minimum regulatory capital.
Pillar 2 credit stress testing	The Group conducts Pillar 2 credit stress testing once a year as part of the Internal Capital Adequacy Assessment Process (ICAAP). Under Pillar 2 credit stress testing, the Group assesses the impact of stress scenarios, with different levels of severity, on asset quality, earnings performance, as well as internal and regulatory capital. The results of the credit stress test form inputs to the capital planning process under ICAAP. The purpose of the Pillar 2 credit stress testing is to examine, in a rigorous and forward-looking manner, the possible events or changes in market conditions that could adversely impact the Group and to develop the appropriate action plan.
Industry-wide stress testing	The Group participates in the annual industry-wide stress test (IWST) conducted by the Monetary Authority of Singapore (MAS) to facilitate the ongoing assessment of Singapore's financial stability. Under the IWST, the Group is required to assess the impact of adverse scenarios, as defined by the regulator, on asset quality, earnings performance and capital adequacy.
Sensitivity and scenario analyses	The Group also conducts multiple independent sensitivity analyses and credit portfolio reviews based on various scenarios. The intent of these analyses and reviews is to identify vulnerabilities for the purpose of developing and executing mitigating actions.

• **Processes, Systems and Reports**

The Group constantly invests in systems to support risk monitoring and reporting for its Institutional Banking and Consumer Banking/ Wealth Management businesses.

The end-to-end credit process is continually being reviewed and improved through various front-to-back initiatives involving business, operations, risk management and other key stakeholders. Day-to-day monitoring of credit exposures, portfolio performance and external environmental factors potentially affecting credit risk profiles is key to its philosophy of effective credit risk management.

In addition, credit trends, which may include industry analysis, early warning alerts and significant weak credits, are submitted to the various risk committees, allowing key strategies and action plans to be formulated and evaluated. Credit control functions also ensure that any credit risk taken complies with the credit risk policies and standards. These functions ensure that approved limits are activated, credit excesses and policy exceptions are appropriately endorsed, compliance with credit standards is carried out, and covenants established are monitored.

Independent risk management functions that report to the CRO are jointly responsible for developing and maintaining a robust credit stress testing programme. These units oversee the implementation of credit stress tests as well as the analysis of the results, of which management, various risk committees and regulators are informed.

Non-performing assets

The Group’s credit facilities are classified as “Performing assets” or “Non-performing assets” (NPA), in accordance with the MAS Notice to Banks No.612 “Credit Files, Grading and Provisioning” (MAS Notice 612/ MAS Notice 612A).

Credit exposures are categorised into one of the following five categories, according to the Group’s assessment of a borrower’s ability to repay a credit facility from its normal sources of income and/ or the repayment behaviour of the borrower.

Classification grade	Description
Performing assets	
Pass	Indicates that the timely repayment of the outstanding credit facilities is not in doubt.
Special mention	Indicates that the borrower exhibits potential weaknesses that, if not corrected in a timely manner, may adversely affect future repayments and warrant close attention by the Group.

Classification grade	Description
Classified or NPA	
Substandard	Indicates that the borrower exhibits definable weaknesses in its business, cash flow or financial position that may jeopardise repayment on existing terms.
Doubtful	Indicates that the borrower exhibits severe weaknesses such that the prospect of full recovery of the outstanding credit facilities is questionable and the prospect of a loss is high, but the exact amount remains undeterminable as yet.
Loss	Indicates that the outstanding credit facility is not collectable, and little or nothing can be done to recover the outstanding amount from any collateral or from the assets of the borrower generally.

A default is considered to have occurred with regard to a particular borrower when either or both of the following events have taken place:

- Subjective default: Borrower is considered to be unlikely to pay its credit obligations in full, without the Group taking action such as realising security (if held)
- Technical default: Borrower is more than 90 days past due on any credit obligation to the Group

For retail borrowers, the categorisation into the respective MAS loan grades is at the facility level and consistent with MAS Notice 612/ MAS Notice 612A.

Credit facilities are classified as restructured assets when the Group grants non-commercial concessions to a borrower because its financial position has deteriorated or is unable to meet the original repayment schedule. A restructured credit facility is classified into the appropriate non-performing grade based on the assessment of the borrower’s financial condition and its ability to repay according to the restructured terms.

Such credit facilities are not returned to the performing status until there are reasonable grounds to conclude that the borrower will be able to service all future principal and interest payments on the credit facility in accordance with the restructured terms and MAS Notice 612/ MAS Notice 612A. Apart from what has been described, the Group does not grant concessions to borrowers in the normal course of business.

In addition, it is not within the Group’s business model to acquire debts that have been restructured at inception (e.g. distressed debts).

Please refer to Note 2.11 for the Group’s accounting policies regarding specific and general allowances for credit losses.

In general, specific allowances are recognised for defaulting credit exposures rated substandard and below.

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The breakdown of the Group's NPA by loan grading and industry and the related amounts of specific allowances can be found in Note 42.2. A breakdown of past due loans can also be found in the same note.

When required, the Group will take possession of all collateral and dispose them as soon as practicable. Realised proceeds are used to reduce outstanding indebtedness. A breakdown of collateral held for NPA is shown in Note 42.2.

Repossessed collateral is classified in the balance sheet as other assets. The amounts of such other assets for 2020 and 2021 were not material.

Credit Risk Mitigants

Collateral received

Where possible, the Group takes collateral as a secondary source of repayment. This includes, but is not limited to cash, marketable securities, real estate, trade receivables, inventory, equipment, and other physical and/ or financial collateral. The Group may also take fixed and floating charges on the assets of borrowers.

Policies are in place to determine the eligibility of collateral for credit risk mitigation. Collateral is generally diversified and periodic valuations of collateral are required. Real estate constitutes the bulk of the Group's collateral, while marketable securities and cash are immaterial.

For derivatives, repurchase agreements (repo) and other repo-style transactions with financial market counterparties, collateral arrangements are typically covered under market-standard documentation, such as International Swaps & Derivatives Association (ISDA) Agreements and Master Repurchase Agreements. The collateral received is marked-to-market on a frequency that the Group and the counterparties

have mutually agreed upon. This is governed by internal guidelines with respect to collateral eligibility. In the event of a default, the credit risk exposure is reduced by master-netting arrangements where the Group is allowed to offset what it owes a counterparty against what is due from that counterparty in a netting-eligible jurisdiction.

Collateral held against derivatives generally consists of cash in major currencies and highly rated government or quasi-government bonds. Exceptions may arise in certain countries, where due to domestic capital markets and business conditions, the Group may be required to accept less highly rated or liquid government bonds and currencies. Reverse repo-transactions are generally traded with large institutions with reasonably good credit standing. The Group takes haircuts against the underlying collateral of these transactions that commensurate with collateral quality to ensure credit risks are adequately mitigated.

In times of difficulty, the Group will review the customers' specific situation and circumstances to assist them in restructuring their financial obligations. However, should the need arise, disposal and recovery processes are in place to dispose the collateral held. The Group maintains a panel of agents and solicitors to assist in the disposal of non-liquid assets and specialised equipment quickly.

Other credit risk mitigants

The Group accepts guarantees as credit risk mitigants. Internal requirements for considering the eligibility of guarantors for credit risk mitigation are in place.

42.1 Maximum exposure to credit risk

The following table shows the exposure to credit risk of on-balance sheet and off-balance sheet financial instruments, before taking into account any collateral held, other credit enhancements and netting arrangements. For on-balance sheet financial assets, the maximum credit exposure is the carrying amounts. For contingent liabilities, the maximum exposure to credit risk is the amount the Group would have to pay if the instrument is called upon. For undrawn facilities, the maximum exposure to credit risk is the full amount of the undrawn credit facilities granted to customers.

In \$ millions	The Group	
	2021	2020
On-balance sheet		
Cash and balances with central banks (excluding cash on hand)	54,237	48,207
Government securities and treasury bills	53,262	51,700
Due from banks	51,292	50,816
Derivatives	19,706	31,116
Bank and corporate debt securities	53,788	54,109
Loans and advances to customers	408,993	371,171
Other assets (excluding deferred tax assets)	15,267	18,871
Due from holding company	719	911
	657,264	626,901
Off-balance sheet		
Contingent liabilities and commitments (excluding capital commitments)	366,031	336,283
Total	1,023,295	963,184

The Group's exposures to credit risk, measured using the expected gross credit exposures that will arise upon a default of the end obligor are as shown in the Group's Pillar 3 Disclosures (unaudited). These exposures, which include both on-balance sheet and off-balance sheet financial instruments, are shown without taking into account any collateral held or netting arrangements.

Analysis of Collateral

Whilst the Group's maximum exposure to credit risk is the carrying amount of the assets or, in the case of off-balance sheet instruments, the amount guaranteed, committed, accepted or endorsed, the likely exposure may be lower due to offsetting collateral, credit guarantees and other actions taken to mitigate the Group's exposure.

The description of collateral for each class of financial asset is set out below.

Balances with central banks, Government securities and treasury bills, Due from banks and Bank and corporate debt securities
Collateral is generally not sought for these assets.

Derivatives

The Group maintains collateral agreements and enters into master netting agreements with most of the counterparties for derivative transactions. Please refer to Note 35 for the impact of netting arrangements recognised for the computation of Capital Adequacy Ratio (CAR).

Loans and advances to customers, Contingent liabilities and commitments

Certain loans and advances to customers, contingent liabilities and commitments are typically collateralised to a substantial extent. In particular, residential mortgage exposures are generally fully secured by residential properties. Income-producing real estate, which is a sub-set of the Specialised Lending exposure, is fully secured by the underlying assets financed.

The extent to which credit exposures are covered by Basel-eligible collateral, besides real estate, after the application of the requisite regulatory haircuts, is shown in the Group's Pillar 3 Disclosures (unaudited). The amounts are a sub-set of the actual collateral arrangements entered by the Group as Basel imposes strict legal and operational standards before collateral can be admitted as credit risk mitigants. As a result, certain collateral arrangements which do not meet its criteria will not be included. Certain collateral types which are not permitted as credit risk mitigants for credit exposures under the Standardised Approach are also excluded.

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42.2 Loans and advances to customers

In \$ millions	The Group	
	2021	2020
Loans and advances to customers		
Performing Loans		
- Neither past due nor impaired (i)	408,018	369,783
Pass	404,050	365,354
Special Mention	3,968	4,429
- Past due but not impaired (ii)	1,764	1,928
Non-Performing Loans		
- Impaired (iii)	5,290	6,059
Total gross loans	415,072	377,770

(i) Neither past due nor impaired loans by grading and industry

The credit quality of the portfolio of loans and advances that are neither past due nor impaired can be assessed by reference to the loan gradings in MAS Notice 612/ MAS Notice 612A.

In \$ millions	The Group		
	Pass	Special Mention	Total
2021			
Manufacturing	40,600	369	40,969
Building and construction	106,343	768	107,111
Housing loans	77,869	-	77,869
General commerce	42,977	619	43,596
Transportation, storage and communications	28,744	354	29,098
Financial institutions, investment and holding companies	36,910	36	36,946
Professionals and private individuals (excluding housing loans)	39,049	58	39,107
Others	31,558	1,764	33,322
Total	404,050	3,968	408,018
2020			
Manufacturing	38,414	576	38,990
Building and construction	96,099	424	96,523
Housing loans	73,535	-	73,535
General commerce	38,876	690	39,566
Transportation, storage and communications	27,829	934	28,763
Financial institutions, investment and holding companies	28,094	161	28,255
Professionals and private individuals (excluding housing loans)	32,665	79	32,744
Others	29,842	1,565	31,407
Total	365,354	4,429	369,783

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(ii) Past due but not impaired loans by past due period and industry

In \$ millions	The Group			Total
	Less than 30 days past due	30 to 59 days past due	60 to 90 days past due	
2021				
Manufacturing	42	10	5	57
Building and construction	40	34	3	77
Housing loans	373	47	19	439
General commerce	103	27	5	135
Transportation, storage and communications	40	32	1	73
Financial institutions, investment and holding companies	190	59	1	250
Professionals and private individuals (excluding housing loans)	494	53	41	588
Others	134	5	6	145
Total	1,416	267	81	1,764
2020				
Manufacturing	118	16	5	139
Building and construction	67	14	8	89
Housing loans	370	53	27	450
General commerce	115	12	5	132
Transportation, storage and communications	80	3	123	206
Financial institutions, investment and holding companies	99	-	48	147
Professionals and private individuals (excluding housing loans)	261	61	47	369
Others	73	36	287	396
Total	1,183	195	550	1,928

(iii) Non-performing assets (NPAs)

Non-performing assets by grading and industry

In \$ millions	The Group							
	NPAs			Total	Specific allowances			
	Sub-standard	Doubtful	Loss			Sub-standard	Doubtful	Loss
2021								
Manufacturing	326	364	115	805	61	196	115	372
Building and construction	309	50	86	445	40	23	86	149
Housing loans	192	3	13	208	1	1	13	15
General commerce	268	269	374	911	45	243	374	662
Transportation, storage and communications	1,006	217	569	1,792	225	177	569	971
Financial institutions, investment and holding companies	32	37	24	93	6	20	24	50
Professional and private individuals (excluding housing loans)	376	29	14	419	80	27	14	121
Others	339	223	55	617	27	123	55	205
Total non-performing loans	2,848	1,192	1,250	5,290	485	810	1,250	2,545
Debt securities, contingent liabilities and others	198	119	242	559	37	102	242	381
Total	3,046	1,311	1,492	5,849	522	912	1,492	2,926
Of which: restructured assets	953	473	146	1,572	245	265	146	656
2020								
Manufacturing	308	326	39	673	58	172	39	269
Building and construction	242	12	98	352	28	12	98	138
Housing loans	194	17	11	222	-	-	11	11
General commerce	363	514	94	971	31	439	94	564
Transportation, storage and communications	1,346	400	902	2,648	145	322	902	1,369
Financial institutions, investment and holding companies	21	19	7	47	7	9	7	23
Professional and private individuals (excluding housing loans)	403	45	17	465	93	41	17	151
Others	388	256	37	681	15	115	37	167
Total non-performing loans	3,265	1,589	1,205	6,059	377	1,110	1,205	2,692
Debt securities, contingent liabilities and others	238	291	98	627	20	204	98	322
Total	3,503	1,880	1,303	6,686	397	1,314	1,303	3,014
Of which: restructured assets	918	438	207	1,563	220	253	207	680

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Non-performing assets by geography^(a)

In \$ millions	The Group	
	NPAs	Specific allowances
2021		
Singapore	2,873	1,434
Hong Kong	686	421
Rest of Greater China	343	78
South and Southeast Asia	1,151	555
Rest of the World	237	57
Total non-performing loans	5,290	2,545
Debt securities, contingent liabilities and others	559	381
Total	5,849	2,926
2020		
Singapore	3,624	1,681
Hong Kong	678	358
Rest of Greater China	381	82
South and Southeast Asia	1,092	511
Rest of the World	284	60
Total non-performing loans	6,059	2,692
Debt securities, contingent liabilities and others	627	322
Total	6,686	3,014

(a) Based on the location of incorporation of the borrower

Non-performing assets by past due period

In \$ millions	The Group	
	2021	2020
Not overdue	1,415	1,148
Within 90 days	390	515
Over 90 to 180 days	209	384
Over 180 days	3,835	4,639
Total past due assets	4,434	5,538
Total	5,849	6,686

Secured non-performing assets by collateral type

In \$ millions	The Group	
	2021	2020
Properties	1,112	1,373
Shares and debentures	42	143
Cash deposits	9	8
Others	1,507	1,598
Total	2,670	3,122

42.3 Credit quality of Government securities and treasury bills and Bank and corporate debt securities

The table below presents an analysis of Government securities and treasury bills and bank and corporate debt securities for the Group by external rating bands.

Analysed by external ratings In \$ millions	The Group		
	Singapore Government securities and treasury bills (Gross)	Other government securities and treasury bills (Gross)	Bank and corporate debt securities (Gross)
2021			
AAA	11,364	8,580	16,893
AA- to AA+	-	11,631	4,859
A- to A+	-	15,466	11,356
Lower than A-	-	6,225	8,363
Unrated	-	-	12,412
Total	11,364	41,902	53,883
2020			
AAA	13,608	5,986	19,953
AA- to AA+	-	11,097	4,541
A- to A+	-	14,257	9,061
Lower than A-	-	6,755	7,174
Unrated	-	-	13,427
Total	13,608	38,095	54,156

42.4 Credit risk by geography and industry

Analysed by geography ^(a)	The Group					
	Government securities and treasury bills (Gross)	Due from banks (Gross)	Derivatives	Bank and corporate debt securities (Gross)	Loans and advances to customers (Gross)	Total
In \$ millions						
2021						
Singapore	11,364	5,221	1,395	15,470	191,831	225,281
Hong Kong	4,586	7,889	1,168	1,222	70,216	85,081
Rest of Greater China	4,734	9,633	1,740	7,210	59,150	82,467
South and Southeast Asia	6,225	3,648	950	4,023	30,784	45,630
Rest of the World	26,357	24,908	14,453	25,958	63,091	154,767
Total	53,266	51,299	19,706	53,883	415,072	593,226
2020						
Singapore	13,608	1,183	3,056	15,292	176,402	209,541
Hong Kong	3,872	2,333	1,763	1,212	59,093	68,273
Rest of Greater China	4,467	19,051	3,672	5,764	53,278	86,232
South and Southeast Asia	6,757	3,819	1,456	4,760	30,362	47,154
Rest of the World	22,999	24,434	21,169	27,128	58,635	154,365
Total	51,703	50,820	31,116	54,156	377,770	565,565

(a) Based on the location of incorporation of the issuer (for debt securities), counterparty (for derivatives), borrower (for loans) or the issuing bank in the case of bank backed export financing.

Analysed by industry	The Group					
	Government securities and treasury bills (Gross)	Due from banks (Gross)	Derivatives	Bank and corporate debt securities (Gross)	Loans and advances to customers (Gross)	Total
In \$ millions						
2021						
Manufacturing	-	-	341	3,604	41,831	45,776
Building and construction	-	-	645	5,366	107,633	113,644
Housing loans	-	-	-	-	78,516	78,516
General commerce	-	-	112	2,066	44,642	46,820
Transportation, storage and communications	-	-	310	4,379	30,963	35,652
Financial institutions, investment and holding companies	-	51,299	16,633	23,860	37,289	129,081
Government	53,266	-	-	-	-	53,266
Professionals and private individuals (excluding housing loans)	-	-	350	-	40,114	40,464
Others	-	-	1,315	14,608	34,084	50,007
Total	53,266	51,299	19,706	53,883	415,072	593,226
2020						
Manufacturing	-	-	494	3,136	39,802	43,432
Building and construction	-	-	1,363	5,400	96,964	103,727
Housing loans	-	-	-	-	74,207	74,207
General commerce	-	-	266	2,438	40,669	43,373
Transportation, storage and communications	-	-	754	3,688	31,617	36,059
Financial institutions, investment and holding companies	-	50,820	26,380	25,657	28,449	131,306
Government	51,703	-	-	-	-	51,703
Professionals and private individuals (excluding housing loans)	-	-	528	-	33,578	34,106
Others	-	-	1,331	13,837	32,484	47,652
Total	51,703	50,820	31,116	54,156	377,770	565,565

43. Market Risk

The Group's exposure to market risk is categorised into:

- Trading portfolios: Arising from positions taken for (i) market-making, (ii) client facilitation, and (iii) benefiting from market opportunities.
- Non-trading portfolios: Arising from (i) the Group's Institutional Banking and Consumer Banking/ Wealth Management assets and liabilities, (ii) debt securities and equities comprising investments held for yield and/ or long-term capital gains, (iii) strategic stakes in entities, and (iv) structural foreign exchange risk arising mainly from the Group's strategic investments, which are denominated in currencies other than the Singapore Dollar.

The Group uses a variety of financial derivatives such as swaps, forwards and futures, and options for trading and hedging against market movements.

Market Risk Management

The Group's approach to market risk management comprises the following building blocks:

- **Policies**

The Group Market Risk Management Policy sets the Group's overall approach towards market risk management. This policy is supplemented with standards and guides, which facilitate the identification, measurement, control, monitoring and reporting of market risk in a consistent manner. They also set out the overall approach, requirements and controls governing market risk stress testing across the Group.

The criteria for determining the positions to be included in the trading book are stipulated in the Trading Book Policy Statement.

- **Risk Methodologies**

The Group utilises Value-at-Risk (VaR), a statistical risk measure, to estimate the potential loss from market movements. This measure uses historical simulation based on data for the previous 12 months. It assumes that historical changes in market values reflect the distribution of potential outcomes in the immediate future.

The Group limits and monitors market risk exposures using Expected Shortfall (ES) that is VaR calculated with a one-day holding period and an expected tail-loss methodology which approximates a 97.5% confidence interval. ES is supplemented with other risk control metrics such as sensitivities to risk factors and loss triggers for management action.

The Group conducts backtesting to verify the predictiveness of the VaR model. Backtesting compares VaR calculated for positions at the close of each business day with the profit and loss (P&L) that arises from those positions on the following business day. The backtesting P&L excludes fees and commissions, revenues from intra-day trading, non-daily valuation adjustments and time effects.

For backtesting, VaR at the 99% confidence interval and over a one-day holding period is used. The Group adopts the standardised approach to compute market risk regulatory capital under MAS Notice 637 for the trading book positions. As such, VaR backtesting does not impact the Group's regulatory capital for market risk.

There are limitations to VaR models; for example, past changes in market risk factors may not provide accurate predictions of future market movements, and the risk arising from adverse market events may not be considered.

To monitor the Group's vulnerability to unexpected but plausible extreme market risk-related events, it conducts multiple market risk stress tests regularly. These cover trading and non-trading portfolios and follow a combination of historical and hypothetical scenarios depicting risk-factor movement.

Economic Value of Equity (EVE) and Net Interest Income (NII) variability are the key risk metrics used to manage the Group's assets and liabilities. EVE and NII variability measure how the economic value and earnings of the bank change under various stress scenarios. Credit risk arising from loans and receivables is managed under the credit risk management framework. Interest rate risk in the banking book (IRRBB) arises from mismatches in the interest rate profiles of assets, liabilities and capital instruments. Estimating IRRBB requires the use of behavioural models and assumptions on certain parameters such as loan prepayment, fixed deposits early redemption and the duration of the non-maturity deposits. The Group measures IRRBB on a monthly basis.

- **Processes, Systems and Reports**

Robust internal control processes and systems have been designed and implemented to support the Group's market risk management approach. The Group reviews these control processes and systems regularly, and these reviews allow senior management to assess their effectiveness.

The RMG Market and Liquidity Risk unit – an independent market risk management function reporting to the CRO – monitors, controls and analyses the Group's market risk daily. The unit comprises risk control, risk analytics, production and reporting teams.

Market Risk

The main risk factors driving the Group' trading portfolios in 2021 were interest rates, foreign exchange, equities and credit spreads. The following table shows the period-end, average, high and low diversified ES, and ES by risk class for the Group's trading portfolios. ES in 2021 was lower given the more benign financial market conditions as compared to the market volatilities witnessed during the onset of the Covid-19 pandemic in 2020.

The Group				
1 Jan 2021 to 31 Dec 2021				
In \$ millions	As at 31 Dec 2021	Average	High	Low
Diversified	8	9	21	5
Interest Rates	6	9	18	5
Foreign Exchange	1	4	9	1
Equity	2	4	9	1
Credit Spread	5	7	21	3
Commodity	#	#	1	#

1 Jan 2020 to 31 Dec 2020^(a)				
In \$ millions	As at 31 Dec 2020	Average	High	Low
Diversified	19	13	31	8
Interest Rates	12	14	27	7
Foreign Exchange	7	4	8	1
Equity	6	3	11	#
Credit Spread	14	14	18	5
Commodity	#	#	1	#

Amount under \$500,000

(a) This excludes the positions from LVB that was amalgamated with DBS Bank India Limited on 27 Nov 2020. Impact from LVB's positions to the Group's trading book was assessed to be insignificant.

The Group's trading portfolios experienced eight backtesting exceptions in 2021 and they occurred in February, June, July, October and November. The backtesting exceptions were mainly due to large movements in interest rates, credit spreads, equity volatilities.

In 2021, the key market risk drivers of the Group's non-trading portfolios were interest rates (Singapore Dollar and US Dollar) and foreign exchange.

The Net Interest Income (NII) of the banking book is assessed under various rate scenarios to determine the impact of interest rate movements on future earnings. Simulating using a 100 basis points parallel upward or downward shift in yield curves on the Group's banking book exposures, NII is estimated to increase by \$1,803 million and decrease by \$779 million respectively.

Foreign exchange risk in the Group's non-trading portfolios was primarily from structural foreign exchange positions, arising mainly from the Group's strategic investments and retained earnings in overseas branches and subsidiaries.

Please refer to Note 37.3 for more information on the Group's structural foreign exchange positions.

44. Liquidity Risk

The Group's liquidity risk arises from its obligations to honour withdrawals of deposits, repayments of borrowed funds at maturity, and its commitments to extend loans to its customers. The Group seeks to manage its liquidity to ensure that its liquidity obligations will continue to be honoured under normal as well as adverse circumstances.

Liquidity Risk Management

Liquidity Management and Funding Strategy

The Group strives to develop a diversified funding base with access to funding sources across retail and wholesale channels. The Group's funding strategy is anchored on the strength of its core deposit franchise and is augmented by its established long-term funding capabilities.

Growth in the regional franchise generates price, volume, currency and tenor mismatches between the Group's assets and liabilities. To this end, where practicable and transferable without loss in value, the Group makes appropriate use of swap markets for relevant currencies, commensurate with the liquidity of each, in the conversion and deployment of surplus funds across locations.

As these swaps typically mature earlier than loans, the Group is exposed to potential cash flow mismatches arising from the risk that counterparties may not roll over maturing swaps to support the Group's ongoing funding needs. This risk is mitigated by triggers set on the number of swaps transacted with the market and by conservative assumptions on the cash flow behaviour of swaps under its cash flow maturity gap analysis.

In general, the term borrowing needs are managed centrally by the head office in consultation with the Group's overseas locations, subject to relevant regulatory restrictions and to an appropriate level of presence and participation required by the respective local funding markets.

The Group Asset and Liability Committee and respective Location Asset and Liability Committees regularly review the composition and growth trajectories of the relevant balance sheets and refine the Group's funding strategy according to business momentum, competitive factors and prevailing market conditions.

Approach to Liquidity Risk Management

The Group's approach to liquidity risk management comprises the following building blocks:

- **Policies**

The Group Liquidity Risk Management Policy sets its overall approach towards liquidity risk management and describes the range of strategies the Group employs to manage its liquidity.

These strategies include maintaining an adequate counterbalancing capacity to address potential cash flow shortfalls and having diversified sources of liquidity.

The Group's counterbalancing capacity includes liquid assets, the capacity to borrow from the money markets (including the issuance of commercial papers and covered bonds), and forms of managerial interventions that improve liquidity. In the event of a potential or actual crisis, the Group has in place a set of liquidity contingency and recovery plans to ensure that it maintains adequate liquidity.

The Group Liquidity Risk Management Policy is supported by standards that establish the detailed requirements for liquidity risk identification, measurement, reporting and control within the Group. The set of policies, standards and supporting guides communicate these baseline requirements to ensure a consistent application throughout the Group.

- **Risk Methodologies**

The primary measure used to manage liquidity within the tolerance defined by the Board is cash flow maturity mismatch analysis.

This form of analysis is performed on a regular basis under normal and adverse scenarios. It assesses the adequacy of the Group's counterbalancing capacity to fund or mitigate any cash flow shortfalls that may occur as forecasted in the cash flow movements across successive time bands. To ensure that liquidity is managed in line with the Group's Risk Appetite, core parameters such as the types of scenarios, the survival period and the minimum level of liquid assets, are pre-specified for monitoring and control on a group-wide basis. Any occurrences of forecasted shortfalls that cannot be covered by the Group's counterbalancing capacity will be escalated to the relevant committees for evaluation and action.

Liquidity risk stress testing is performed regularly using cash flow maturity mismatch analysis, and covers adverse scenarios including general market and idiosyncratic stress scenarios. Stress tests assess the Group's vulnerability when liability run-offs increase, asset rollovers increase and/ or liquid asset buffers decrease. In addition, ad hoc stress tests are performed as part of the Group's recovery planning and ICAAP exercises.

Liquidity risk control measures such as liquidity-related ratios and balance sheet analysis are complementary tools for cash flow maturity mismatch analysis, and they are performed regularly to obtain deeper insights and finer control over the Group's liquidity profile across different locations. The liquidity risk control measures also include concentration measures regarding top depositors, wholesale borrowing and swapped funds ratios.

- **Processes, systems and reports**

Robust internal control processes and systems support the Group's overall approach in identifying, measuring, aggregating, controlling and monitoring liquidity risk across the Group.

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Continuous improvement in data and reporting platforms has allowed most elements of internal liquidity risk reporting to be centralised.

The RMG Market and Liquidity Risk unit manages the day-to-day liquidity risk monitoring, control reporting and analysis.

Liquidity risk in 2021

The Group actively monitors and manages its liquidity profile through cash flow maturity mismatch analysis.

In forecasting cash flow under the analysis, behavioural profiling is necessary in cases where a product has

indeterminate maturity or the contractual maturity does not realistically reflect the expected cash flow.

Two examples are maturity-indeterminate savings and current account deposits, which are generally viewed as sources of stable funding for commercial banks. In fact, they consistently exhibit stability even under historic periods of stress. A conservative view is adopted in the behavioural profiling of assets, liabilities and off-balance sheet commitments that have exhibited cash flow patterns that differ significantly from the contractual maturity profile shown under Note 44.1.

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44.1 Contractual maturity profile of assets and liabilities

The table below analyses assets and liabilities of the Group as at 31 December based on the remaining period as at balance sheet date to the contractual maturity date.

The Group									
In \$ millions	Less than 7 days	1 week to 1 month	1 to 3 months	3 to 12 months	1 to 3 years	3 to 5 years	More than 5 years	No specific maturity	Total
2021									
Cash and balances with central banks	18,190	17,173	17,904	1,973	1,137	-	-	-	56,377
Government securities and treasury bills	823	2,416	5,252	6,575	12,445	8,259	17,492	-	53,262
Due from banks	22,940	9,950	8,200	9,613	589	-	-	-	51,292
Derivatives ^(a)	19,706	-	-	-	-	-	-	-	19,706
Bank and corporate securities	-	885	2,161	7,989	17,097	11,247	14,409	15,904	69,692
Loans and advances to customers	39,873	66,763	38,870	62,213	80,655	49,279	71,340	-	408,993
Other assets	10,206	718	1,371	2,082	135	22	23	1,337	15,894
Associates and joint ventures	-	-	-	-	-	-	-	2,172	2,172
Properties and other fixed assets	-	-	-	-	-	-	-	3,262	3,262
Goodwill and intangibles	-	-	-	-	-	-	-	5,362	5,362
Due from holding company	-	-	-	-	719	-	-	-	719
Total assets	111,738	97,905	73,758	90,445	112,777	68,807	103,264	28,037	686,731
Due to banks	12,093	7,523	3,670	2,155	4,767	1	-	-	30,209
Deposits and balances from customers	407,760	33,002	35,031	22,995	1,616	769	786	-	501,959
Derivatives ^(a)	20,416	-	-	-	-	-	-	-	20,416
Other liabilities	8,139	1,121	2,429	2,807	379	143	312	3,264	18,594
Other debt securities	1,277	6,492	15,840	12,328	2,864	3,552	2,325	2,223	46,901
Due to holding company	673	-	-	1,082	5,846	2,516	135	-	10,252
Total liabilities	450,358	48,138	56,970	41,367	15,472	6,981	3,558	5,487	628,331
Non-controlling interests	-	-	-	-	-	-	-	1,165	1,165
Shareholders' funds	-	-	-	-	-	-	-	57,235	57,235
Total equity	-	-	-	-	-	-	-	58,400	58,400
2020									
Cash and balances with central banks	19,214	11,620	17,494	1,719	571	-	-	-	50,618
Government securities and treasury bills	292	2,771	4,324	6,505	13,111	6,888	17,809	-	51,700
Due from banks	20,446	5,859	10,238	13,322	901	50	-	-	50,816
Derivatives ^(a)	31,116	-	-	-	-	-	-	-	31,116
Bank and corporate securities	-	570	2,648	8,453	19,985	10,071	12,382	11,347	65,456
Loans and advances to customers	30,105	57,867	37,890	51,681	77,472	46,539	69,617	-	371,171
Other assets	13,232	1,216	1,413	2,338	94	17	16	1,169	19,495
Associates and joint ventures	-	-	-	-	-	-	-	862	862
Properties and other fixed assets	-	-	-	-	-	-	-	3,338	3,338
Goodwill and intangibles	-	-	-	-	-	-	-	5,323	5,323
Due from holding company	-	198	-	-	713	-	-	-	911
Total assets	114,405	80,101	74,007	84,018	112,847	63,565	99,824	22,039	650,806
Due to banks	16,780	6,423	2,350	237	2,430	-	-	-	28,220
Deposits and balances from customers	363,707	30,737	42,340	24,192	2,174	311	1,389	-	464,850
Derivatives ^(a)	33,088	-	-	-	-	-	-	-	33,088
Other liabilities	12,435	1,064	2,108	2,055	532	331	788	2,674	21,987
Other debt securities	1,801	4,208	11,341	13,264	2,269	2,191	2,637	1,518	39,229
Due to holding company	1,285	3	5	7	1,477	264	4,432	-	7,473
Total liabilities	429,096	42,435	58,144	39,755	8,882	3,097	9,246	4,192	594,847
Non-controlling interests	-	-	-	-	-	-	-	976	976
Shareholders' funds	-	-	-	-	-	-	-	54,983	54,983
Total equity	-	-	-	-	-	-	-	55,959	55,959

(a) Derivative financial assets and liabilities are included in the "Less than 7 days" bucket as they are mainly held for trading. Please refer to the tables in Note 37 for the maturity profile of hedging derivatives

The above table includes disclosure of the contractual maturity of financial liabilities, which approximates the same analysis on an undiscounted basis, as total future interest payments are not material relative to the principal amounts. Assets and liabilities (including non-maturing savings/ current deposits) are represented on a contractual basis or in a period when it can legally be withdrawn. The cash flows of assets and liabilities may behave differently from their contractual terms.

44.2 Contingent liabilities and commitments

The table below shows the Group's contingent liabilities and commitments based on the remaining period as at the balance sheet date to contractual expiry date.

In \$ millions	The Group				Total
	Less than 1 year	1 to 3 years	3 to 5 years	Over 5 years	
2021					
Guarantees, letters of credit and other contingent liabilities	34,079	-	-	-	34,079
Undrawn credit commitments ^(a) and other facilities	288,383	21,699	18,224	3,646	331,952
Capital commitments	16	37	19	-	72
Total	322,478	21,736	18,243	3,646	366,103
2020					
Guarantees, letters of credit and other contingent liabilities	29,316	-	-	-	29,316
Undrawn credit commitments ^(a) and other facilities	269,700	18,547	15,296	3,424	306,967
Capital commitments	14	1	-	-	15
Total	299,030	18,548	15,296	3,424	336,298

(a) Includes commitments that are unconditionally cancellable at any time by the Group

The Group expects that not all of the contingent liabilities will be called upon and not all of the undrawn credit commitments will be drawn before expiry.

45. Operational Risk

Operational risk is inherent in the Group's business activities and may arise from inadequate or failed internal processes, people, systems, or from external events. The Group's objective is to keep operational risk at appropriate levels, taking into account the markets it operates in, the characteristics of the businesses as well as its economic and regulatory environment.

Operational Risk Management

The Group's approach to operational risk management comprises the following building blocks:

- **Policies**

The Group Operational Risk Management (ORM) Policy sets its overall approach for managing operational risk in a structured, systematic and consistent manner.

There are policies, standards, tools and programmes in place to govern ORM practices across the Group. These include corporate operational risk policies and standards that are owned by the respective corporate oversight and control functions. The key policies address risk areas relating to technology, compliance, fraud, money laundering, financing of terrorism and sanctions, new product, outsourcing and ecosystem partnership.

- **Risk Methodologies**

The Group adopts the standardised approach to compute operational risk regulatory capital.

To manage and control operational risk, the Group uses various tools, including risk and control self-assessment, operational risk event management and key risk indicator monitoring.

The Group's three lines of defence adopt one common risk taxonomy, and a consistent risk assessment approach to managing operational risk. Risk and control self-assessment is conducted by each business or support unit to identify key operational risk and assess the effectiveness of internal controls. When control issues are identified, the units develop action plans and track the resolution of the issues.

Operational risk events are classified in accordance with Basel standards. Such events, including any significant incidents that may impact the Group's reputation, must be reported based on certain established thresholds. Key risk indicators with pre-defined escalation triggers are employed to facilitate risk monitoring in a forward-looking manner.

Additional methodologies are in place to address subject-specific risks, including, but not limited to, the following:

Technology risk

Information Technology (IT) risk is managed through an enterprise technology risk management approach. This covers risk identification, assessment, mitigation, monitoring and reporting. In addition, the appropriate governance, IT policies and standards, control processes and risk mitigation programmes are in

place to support the risk management approach.

Cyber security risk

Cyber security risk is an important and continuous focus of the Group. The Group devotes significant attention and resources to protect and improve the security of its computer systems, software, networks and other technology assets against the emerging and evolving landscape. The Group manages cyber security risk, which cuts across all lines of business. The Chief Information Security Officer (CISO) oversees the cyber security function and the one-stop competency centre for all cyber security related matters, such as operational risks and data protection risks.

Compliance risk

Compliance risk refers to the risk of the Group not being able to successfully conduct its business because of any failure to comply with laws, regulatory requirements, industry codes or standards of business and professional conduct applicable to the financial sector.

This includes, in particular, laws and regulations applicable to the licensing and conducting of banking or other financial businesses, financial crime such as anti-money laundering (AML) and countering the financing of terrorism (CFT), fraud and bribery/corruption. The Group maintains a compliance programme designed to identify, assess, measure, mitigate and report on such risks through a combination of policy and relevant systems and controls.

To counter financial crime and sanctions risks, The Group established minimum standards for the Group's business and support units to manage the Group's actual and/ or potential risk exposures. In addition, standards aimed to provide the end-to-end management for fraud and related issues at the unit and geographical levels, were implemented through the Fraud Management Programme. The Group implements surveillance and compliance testing controls where necessary to obtain assurance that the control framework is operating effectively.

The Group also provides relevant training and implements assurance processes. The Group strongly believes in the need to promote a strong compliance culture as well, and this is developed through the leadership of its Board and senior management.

New product, outsourcing and ecosystem partnership risks

Each new product, service, outsourcing arrangement or ecosystem partnership is subject to a risk review and sign-off process, where relevant risks are identified and assessed.

Variations of existing products or services and existing outsourcing arrangements and ecosystem partnerships are also subject to a similar process.

Other mitigation programmes

A robust business continuity management programme is in place to ensure that essential banking services can continue in the event of unforeseen events or business disruptions. This

includes a crisis management plan to enable quick response to manage incidents. Exercises are conducted annually, simulating different scenarios to test business continuity plans and crisis management protocol. The effectiveness of these exercises as well as the Group's business continuity readiness and its alignment to regulatory guidelines are communicated and attested by senior management to the BRMC annually.

Amid the Covid-19 pandemic, the Group's business continuity plans were put to the test and kept the Group in good stead. The Group was able to quickly adapt and adjust to the pandemic to ensure minimal impact on its customers and assure the health and safety of its employees. The Group dialled up its work-from-home capabilities by leveraging technology and data, and proactively managed the operational risks which arose from new or revised processes as the Group moved towards a hybrid work arrangement.

To mitigate losses from specific risk events which are unexpected and significant, the Group effects group-wide insurance coverage under the Group Insurance Programme. These insurance policies relate to crime and professional indemnity, directors and officers liability, cyber risk, property damage and business interruption, general liability and terrorism.

- **Processes, Systems and Reports**

Robust internal control processes and systems are integral to identifying, assessing, monitoring, managing and reporting operational risk.

The Group's units are responsible for the day-to-day management of operational risk in their products, processes, systems and activities, in accordance with the various frameworks and policies. The RMG Operational Risk unit and other corporate oversight and control functions:

- Oversee and monitor the effectiveness of operational risk management;
- Assess key operational risk issues with the units; and
- Report and/ or escalate key operational risks to risk committees with recommendations on appropriate risk mitigation strategies.

The Group has in place an integrated governance, risk and compliance system with aligned risk assessment methodology, common taxonomy, and unified processes for the three lines of defence. The Group has in place an operational risk landscape profile which provides the Board and senior management with an integrated view of the Group's operational risk profile periodically, across key operational risk areas and business lines.

46. Capital Management

The Board is responsible for setting the Group's capital management objective, which is to maintain a strong capital position consistent with regulatory requirements under the MAS Notice 637 and the expectations of various stakeholders, including customers, investors and rating agencies. The Board articulates this objective in the form of capital targets. This objective is pursued while delivering returns to shareholders and ensuring that adequate capital resources are available for business growth and investment opportunities as well as adverse situations, taking into consideration the Group's strategic plans and risk appetite.

The Group's capital management objective is implemented via a capital management and planning process that is overseen by the Capital Committee. The Chief Financial Officer chairs the Capital Committee. The Capital Committee receives regular updates on the Group's current and projected capital positions. A key tool for capital planning is the annual Internal Capital Adequacy Assessment Process (ICAAP) through which the Group assesses its forecast capital supply and demand relative to regulatory requirements and internal capital targets. The ICAAP generally has a three-year horizon and covers various scenarios, including stress scenarios of differing scope and severity.

The Group is subject to and has complied with the capital adequacy requirements set out in the MAS Notice 637, which effects the Basel Committee on Banking Supervision's capital adequacy framework in Singapore, throughout the year. The Group's capital adequacy ratios as at 31 December 2021 have been subject to an external limited assurance review, pursuant to the MAS Notice 609 "Auditors' Reports and Additional Information to be submitted with Annual Accounts".

For more information, please refer to the Group's Pillar 3 disclosures published on DBS website (<https://www.dbs.com/investors/default.page>).

47. Segment Reporting

47.1 Business segment reporting

The business segment results are prepared based on the Group's internal management reporting which reflects the organisation's management structure. As the activities of the Group are highly integrated, internal allocation has been made in preparing the segment information.

Amounts for each business segment are shown after the allocation of certain centralised costs, funding income and the application of transfer pricing, where appropriate. Transactions between segments are recorded within the segment as if they are third party transactions and are eliminated on consolidation.

The Group's various business segments are described below.

Consumer Banking/ Wealth Management

Consumer Banking/ Wealth Management provides individual customers with a diverse range of banking and related financial services. The products and services available to customers include current and savings accounts, fixed deposits, loans and home finance, cards, payments, investment and insurance products.

Institutional Banking

Institutional Banking provides financial services and products to institutional clients including bank and non-bank financial institutions, government-linked companies, large corporates and small and medium-sized businesses. The business focuses on broadening and deepening customer relationships. Products and services comprise the full range of credit facilities from short-term working capital financing to specialised lending. It also provides global transactional services such as cash management, trade finance and securities and fiduciary services, treasury and markets products, corporate finance and advisory banking as well as capital markets solutions.

Treasury Markets

Treasury Markets' activities primarily include structuring, market-making and trading across a broad range of treasury products.

Income from sale of treasury products offered to customers of Consumer Banking/ Wealth Management and Institutional Banking is not reflected in the Treasury Markets segment, but in the respective customer segments.

Others

The Others segment encompasses the results of corporate decisions that are not attributed to business segments as well as the contribution of LVB as its activities have not been aligned with the Group's segment definitions. It includes earnings on capital deployed into high quality assets, earnings from non-core asset sales and certain other head office items such as centrally raised allowances. DBS Vickers is also included in this segment.

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The following table analyses the results, total assets and total liabilities of the Group by business segment.

In \$ millions	The Group				Total
	Consumer Banking/ Wealth Management	Institutional Banking	Treasury Markets ^(a)	Others	
2021					
Net interest income	2,548	3,999	783	1,105	8,435
Net fee and commission income	2,186	1,282	-	58	3,526
Other non-interest income	588	703	726	403	2,420
Total income	5,322	5,984	1,509	1,566	14,381
Total expenses	3,353	2,086	647	469	6,555
Allowances for credit and other losses	46	141	(5)	(130)	52
Profit before tax	1,923	3,757	867	1,227	7,774
Income tax expense and non-controlling interest					993
Net profit attributable to shareholders					6,781
Total assets before goodwill and intangibles	127,268	313,180	163,554	77,367	681,369
Goodwill and intangibles					5,362
Total assets					686,731
Total liabilities	267,870	211,613	88,840	60,008	628,331
Capital expenditure	125	23	19	400	567
Depreciation	42	7	3	617	669
2020					
Net interest income	3,339	3,995	840	927	9,101
Net fee and commission income	1,869	1,160	-	32	3,061
Other non-interest income	559	590	596	696	2,441
Total income	5,767	5,745	1,436	1,655	14,603
Total expenses	3,288	1,987	634	239	6,148
Allowances for credit and other losses	456	1,485	14	1,111	3,066
Profit before tax	2,023	2,273	788	305	5,389
Income tax expense and non-controlling interest					635
Net profit attributable to shareholders					4,754
Total assets before goodwill and intangibles	116,845	292,850	160,638	75,150	645,483
Goodwill and intangibles					5,323
Total assets					650,806
Total liabilities	253,893	223,598	66,593	50,763	594,847
Capital expenditure	108	26	19	394	547
Depreciation	47	10	3	588	648

(a) With effect from 1 January 2021, the functional currency of the Treasury Markets trading business in Singapore has been changed prospectively from Singapore dollars to US dollars. The wholesale assets and liabilities have been aligned to the new operating model. The change has no impact to the overall profit or loss and financial position of the Group.

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47.2 Geographical segment reporting

The performance by geography is classified based on the location in which income and assets are recorded; with head office items such as centrally raised credit allowances reflected in Singapore. Hong Kong comprises mainly DBS Bank (HK) Limited and DBS HK branch. Rest of Greater China comprises mainly DBS Bank (China) Ltd, DBS Bank (Taiwan) Ltd and DBS Taipei branch. South and Southeast Asia comprises mainly PT Bank DBS Indonesia, DBS Bank India Limited (including LVB balances post-amalgamation) and DBS Labuan branch. All results are prepared in accordance with SFRS(I).

In \$ millions	The Group					Total
	Singapore	Hong Kong	Rest of Greater China	South and Southeast Asia	Rest of the World	
2021						
Net interest income	5,154	1,392	755	704	430	8,435
Net fee and commission income	2,230	776	202	241	77	3,526
Other non-interest income	1,541	312	381	178	8	2,420
Total income	8,925	2,480	1,338	1,123	515	14,381
Total expenses	3,809	1,057	822	747	120	6,555
Allowances for credit and other losses	(14)	7	59	80	(80)	52
Profit before tax	5,130	1,416	457	296	475	7,774
Income tax expense and non-controlling interest	525	226	47	60	135	993
Net profit attributable to shareholders	4,605	1,190	410	236	340	6,781
Total assets before goodwill and intangibles	450,205	106,187	58,926	26,645	39,406	681,369
Goodwill and intangibles	5,133	29	-	200	-	5,362
Total assets	455,338	106,216	58,926	26,845	39,406	686,731
Non-current assets ^(a)	3,818	688	498	403	27	5,434
2020						
Net interest income	5,776	1,607	721	677	320	9,101
Net fee and commission income	1,938	661	188	205	69	3,061
Other non-interest income	1,656	266	200	219	100	2,441
Total income	9,370	2,534	1,109	1,101	489	14,603
Total expenses	3,594	1,059	738	646	111	6,148
Allowances for credit and other losses	2,074	332	179	308	173	3,066
Profit before tax	3,702	1,143	192	147	205	5,389
Income tax expense and non-controlling interest	352	180	21	43	39	635
Net profit attributable to shareholders	3,350	963	171	104	166	4,754
Total assets before goodwill and intangibles	425,595	99,406	55,734	25,371	39,377	645,483
Goodwill and intangibles	5,133	29	-	161	-	5,323
Total assets	430,728	99,435	55,734	25,532	39,377	650,806
Non-current assets ^(a)	2,682	723	323	446	26	4,200

(a) Includes investments in associates and joint ventures, properties and other fixed assets

48. Subsequent Events

48.1 Acquisition of Consumer Banking Business of Citigroup Inc in Taiwan

The Group announced on 28 January 2022 that it has agreed to acquire the consumer banking business of Citigroup Inc (Citi) in Taiwan (Citi Consumer Taiwan) via a transfer of assets and liabilities, and will pay Citi cash for the net assets of Citi Consumer Taiwan plus a premium of \$956 million (TWD 19.8 billion). The acquisition is in line with the Group's strategy to scale up its investment and accelerates its expansion in Taiwan.

48.2 Operational Risk Penalty for Digital Disruption

On 7 February 2022, an operational risk penalty associated with the digital disruption in November 2021 was imposed on the Bank. MAS has required the Bank to apply a multiplier of 1.5 times to its risk-weighted assets for operational risk which translates to an additional \$930 million in regulatory capital.

The additional capital requirement will be reviewed when MAS is satisfied that the Bank has addressed the identified shortcomings.

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