# Terms and Conditions/Agreement

#### TERMS AND CONDITIONS GOVERNING UOB CASHPLUS

IMPORTANT NOTICE: BY utilising the Facility the Customer WARRANTS THAT HE HAS READ the terms and conditions set out HEREIN ("Agreement") AND agrees to abide by and be bound by THE SAME.

# DEFINITIONS

used herein: "ATM" means Automated Teller Machine:

"Customer" means the person or persons to whom the Facility is granted by the Bank: "Participant" means any person or entity who or which participates in the Programm "Programme" means any programme, scheme, system or plan made available by the Bank from time to time

vith respect to the utilisation or the promotion of the Facility or the UOB ATM card; Paragraph headings are for ease of reference only; References to masculine gender include the feminine and neuter gender; and

References to singular nouns shall include the plural where appropriate and vice versa.

#### FACIL ITY

Subject to this Agreement, the Bank may make available to the Customer a revolving credit facility "Facility") of up to such limit as the Bank may from time to time in its absolute discretion set ("Credit Limit" The Facility is available on a revolving basis, that is to say, the Customer may from time to time in accordance with this Agreement utilise the Facility, and any amount or amounts so utilised may be repaid or discharged by the Customer in accordance with this Agreement (in whole or in part at any time) and thereafter the Borrower may make fresh or further utilisations in accordance with and subject to the terms and conditions of this Aareement.

#### IMPLEMENTATION

The Facility can be drawn down only on completion of legal and all other documentation and fulfilment of such onditions precedent as the Bank may require. The Bank has the right to implement a part only of the Facility and/or change the terms of its use from time to time

#### JOINT AND SEVERAL LIABILITIES

The obligations and liabilities of the Customer (if more than one) under this Agreement shall be joint and several and shall be enforceable accordingly. All liabilities, representations undertakings and other obligations of the Customer in this Agreement shall (if more than one) be deemed to be made or undertaken by and binding on each of them jointly and severally.

Without prejudice to anything stated in this Agreement, if the Customer (if more than one) is not bound by this Agreement (whether by reason of a lack of capacity or any other reason whatsoever), the remaining Customer shall continue to be bound by this Agreement as if the first-mentioned Customer had never been a party hereto.

### UOB CASHPLUS ACCOUNT

The Customer shall open and maintain a UOB CashPlus Account with the Bank for the purpose of the acility and, the Customer agrees to abide by and be bound by this Agreement, as amended and in force from

5.2 The debit balance on the UOB CashPlus Account (including, without limitation, sums of principal and compounded interest) shall not at any time exceed the Credit Limit

5.3 Interest is payable on credit balances in the UOB CashPlus Account at the Bank's prevailing interest rate calculated on such basis as the Bank may deem fit from time to time. If interest is paid, it may be credited on any day of a calendar month.

The Customer shall complete such forms as the Bank may require for making payments into and withdrawals from the UOB CashPlus Account. The Customer shall ensure that after every payment the deposit slip is machine validated or initialled by a responsible Bank Officer with the Bank's stamp befor leaving the counter. The Bank reserves the right to alter any incorrect items stated on the deposit slip. Becords kept by the Bank shall be final and conclusive as against the Customer, save for manifest error.

The Customer shall not use his UOB CashPlus Account or issue a UOB CashPlus

cheque to pay the minimum payment or any other monies owing to the Bank in respect of or in relation to his JOB CashPlus Account and/or this Agreemen

The Customer shall not authorise, expressly or impliedly, any third party to operate his UOB CashPlus. Account (by power of attorney or otherwise) save with the Bank's prior consent and unless the Bank receives the Customer's written instructions in accordance with its prescribed procedure for such third-

The Bank may suspend the operation of the Customer's UOB CashPlus Account and/or service if for any reason whatsoever (including without limitation force majeure, industrial action, power failure, computer breakdown), the Bank's customer records, accounts or services are not available, or access to such records, accounts or services is hindered.

#### UOB ATM CARE

The Bank may in its sole discretion issue to the Customer an ATM card (known as "UOB ATM card") with which the Customer may withdraw funds from his CashPlus Account at such ATMs as the Bank may approve and subject to such terms and conditions as the Bank may from time to time pre but not limited to withdrawal limits for withdrawal of funds from the Customer's CashPlus Account). For the avoidance of doubt, unless other expressly specified by the Bank, Clause 33 of the Bank's Terms and onditions Governing Accounts and Services shall apply and govern the use of the UOB ATM card

Except as stated above and otherwise as expressly permitted by the Bank in its absolute discretion the UOB ATM card shall not be used to effect any transactions in or through the ATMs of the Bank or of other banks or financial or non-financial institutions or FETPOS Terminals or other card operated machine or devices, to the bank, financial institution or non-financial institution (including without limitation Networ for Electronic Transfers (Singapore) Private Limited), trader or other party accepting the use of the UOB ATM card and their respective agents or contractors, whether for the payment of any goods and/or services or

6.3 The Customer agrees to abide by and be bound by all applicable terms and conditions as the Bank may specify in respect of the Customer's retention and use of the UOB ATM card.

#### CHEQUES

Cheque books are issued to the Customer at the sole discretion of the Bank. The Customer is under a duty to:

(a) count the number of cheque forms and examine the account number and serial numbers carefully upon receipt of a cheque book, and to report to the Bank immediately in writing of any discrepancy or regularity found

(b) keen his cheque forms and cheques safely and to inform the Bank immediately in writing should any cheque form or cheque be mislaid, lost or stolen;

(c) not to draw any cheques in such manner as to facilitate fraud or forgery, and to notify the Bank as soon as he becomes aware of any fraud or forgery.

c Customer shall be liable for all losses resulting from any cheque form or cheque being mislaid, lost or stolen including, without limitation losses due to forged or altered cheques.

The Bank may mark cheques as "good for payment" to another bank, in which case, the Customer's UOB CashPlus Account shall be immediately debited with the amount of the marked cheque and thereafter payment of the marked cheque cannot be stopped. The Bank may, but is not obliged to, present cheques on behalf of the Customer to the drawee bank for marking.

The Bank shall be entitled to disbonour any cheque bearing a signature different from the specimen signature of the Customer or authorised signatory (as the case may be) or not drawn in accordance with the ist of authorised signatories or not signed in the authorised manner prevailing at the time of presentation.

The Bank may in its absolute discretion bonour any cheque or other instrument signed by an authorised signatory but presented after his death, regardless of whether or not the Bank has received notice of his death.

7.6 Unless the Customer declines the service, the Bank may at its absolute discretion render an Autoneque service by sending a new cheque book to the Customer at such times as the Bank believes a new cheque book may be required. The new cheque book may be sent by ordinary post. or if the stomer so requests, by registered post, courier or other mode of delivery all at the Customer's cost and isk (including risk of disclosure of any information concerning the Customer's UOB CashPlus Account). The Bank may debit the postage/delivery charges incurred to the Customer's UOB CashPlus Account or to any other account(s) which the Customer may have with the Bank

# PROGRAMME

The Bank may confer or offer to the Customer privilege, benefit or discount under any Programme n its sole discretion for the utilisation of the Facility.

The Bank may at any time and from time to time without prior notice and without assigning any reason. (a) amend, modify, vary or withdrawn the terms and conditions of any Programme and or any privilege, enefits or discounts offered or conferred under any Programme; b) suspend or terminate any Programme;

trict or exclude any Participant from participation or continuing to participate in any Programme; Any privilege, benefit or discounts to be obtained from or conferred by any Participant under any

or why principle, be unavailable, suspended or withdrawn by that Participant at any time for any reason and whether temporarily or otherwise.

#### CREDIT LIMIT INCREASE

Customer hereby undertakes that the outstanding amounts under the Facility (including, without limitation, sums of principal and compounded interest) shall not at any time exceed the Credit Limit, Should the outstanding amounts exceed the Credit Limit, the amount in excess of the Credit Limit ("excess") sha be immediately due and pavable, and the Customer shall forthwith repay the excess whether or not a demand has been made by the Bank.

#### INTEREST

All interest charged (including default interest) shall be calculated based on a daily basis, shall accrue day to day and shall be calculated on the basis of the actual number of days elapsed and a year of 365 days. Interest is payable (i) both before and after judgment and (ii) computed based on the principal amount from time to e outstanding under the Facility, at the rate of 17.8% per annum, or such rate as may be prescribed by the Bank from time to time ("prevailing interest rate") compounded monthly from the due date (as defined in Clause 12.2) to the date of repayment subject to the minimum interest charge of \$5.00/- per month, or any other amount set at the sole discretion of the Bank.

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minimum payment for the month (as the case may be).

e Customer shall pay to the Bank interest at the rate of 23.95% per annum or such rate as may be fixed by the Bank from time to time on the daily balance outstanding

) where the outstanding amounts is within the approved Credit Limit: from such date as determined by the ank from time to time until the date of navment, if no minimum navment is received; and b) where the outstanding amounts exceed the approved Credit Limit: from the date the outstanding amounts exceed the approved Credit Limit until the date of payment of such excess together with the

#### PAYMENTS

Notwithstanding anything to the contrary, express or implied, in this Agreement, all outstanding nounts under the Facility shall be payable on demand by the Bank, and in the absence of any demand, on the due date for payment in accordance with the terms and conditions stated herein below.

Unless the Facility has been terminated or the Bank has made a demand under Clause 12.1, the stomer shall nav the Bank on or before the date specified in the monthly statement ("due date") a minimum payment of an amount of not less than the following:

3% of the outstanding amounts ("minimum payment"), whichever is higher

3 Without prejudice to the generality of Clause 12.2, the Customer is not required to make any paymen the Bank until the outstanding amount shown in the monthly statement is equivalent or exceeds

2.4 The Customer shall in addition to the default interest stipulated in Clause 11 be liable to pay a late charge of \$60.00/-, or such amount as may be determined by the Bank from time to time without notice to the Customer, if the minimum payment shown in the monthly statement is not received by the Bank before

12.5 Without prejudice to Clause 12.4 and anything else contained herein, the Bank reserves the right to suspend utilisation of the Facility and the privileges, benefits and discounts under the Programme, and no withdrawals may be made by the Customer of any or all moneys standing to the credit of his UOB CashPlus Account (unless the Bank in its absolute discretion agrees otherwise) until the Bank receives the minimum ment and/or the excess (which is payable under Clause 9) or for such other period as the Bank deems it in its sole discretion

12.6 All payments shall be made in Singapore dollars and in the mode prescribed by the Bank from time

#### ANNUAL FEE AND CHARGES

13.1 The Customer shall pay an annual fee of such amount as may be determined by the Bank from time to time. Such amount shall be payable in advance yearly and will be debited against the Customer's UOB ashPlus Account when due and shall not be refundable. Notwithstanding the termination of the Facility for batever reasons, the annual fee remains payable until closure of the Customer's LIOB CashPlus Account The Bank may impose charges or fees of such amount(s) as it may decide from time in, inter the following circumstances

(a) where the Customer requests for additional statements of account: ) where the Customer instructs the Bank to stop payment of cheques or

untermands instructions:

) where cheques are dishonoured for whatever reasons: and

I) where any cheque is lost or misplaced, and such amount(s) shall be debited against the Customer's UOB CashPlus Account.

#### 14 COSTS AND EXPENSES

All costs and expenses, legal or otherwise, connected with enforcement or protection of any of the Bank's ights (including, without limitation, the processing, implementation and recovery of moneys owing under the Facility) or resolution of any dispute relating to the Facility (whether by judicial proceedings or otherwise) shall be payable by the Customer on demand, on a full indemnity basis, together with interest from the date the costs and expenses are incurred to the date of full payment at such rate as the Bank may prescribe from time to time.

#### CONCLUSIVENESS

The monthly statement may be sent by ordinary post to the Customer by the

k. No statement will be sent for any period during which the Facility is not utilised. The Customer is under a duty

) to check all entries in the monthly statemer

) to report to the Bank within ten (10) days of the date of the monthly statement, any omission, error, authorised transactions or inaccurate/incorrect entries therein:

c) to sign and return any confirmation slips; and

promptly notify the Bank in writing if he does not receive any statement that is due to him. If the Bank does not receive from the Customer a written objection as to the contents of any monthly ement within ten (10) days of the date thereof:

(a) the Customer shall be deemed conclusively; (i) to have accepted, and shall be bound by the validity. prectness and accuracy of the transaction(s)/entries and the balance set out in the statement; and (ii) to have ratified or confirm each and every one of the transactions represented by the entries set out therein (b) the statement shall be deemed conclusive evidence of the Customer's authorisation to the Bank to effect e transaction(s)/entries set out therein; and the Customer shall not claim against the Bank howsoever arising from, in connection with or as a result of any transaction/entry referred to therein.

#### 16 RIGHT OF DEBIT

Without prejudice to any other rights that the Bank may have, the Bank shall have the right (without being to) at any time without prior notice to debit the Customer's UOB CashPlus Account and/or to de the balance of the Facility (if any) with all accrued interest, outstanding principal amount and interest, fees charges, the costs and expenses stated in Clause 14 and all other monies due on the Facility provided no such debiting shall be deemed to be a payment of the amount due (except to the extent of any amount in credit in the Customer's LOB CashPlus Account) or a waiver of any event of default under this Agreement or any other agreement relating to the credit line. If such debiting causes the Customer's UOB CashPlus Account to be overdrawn interest shall be payable accordingly.

#### WAIVER WITHOUT PREJUDICE

The Bank may neglect or forbear to enforce any of the terms in this Agreement or waive on such conditions as it deems fit any breach by the Customer of the same without prejudice to its right at any time afterwards to act strictly in accordance with such terms and conditions or the originally agreed terms in respect of the existing or subsequent breach

### REVIEW AND TERMINATION (CLOSURE OF LIOR CASHPILUS ACCOUNT

Notwithstanding anything stated in this Agreement, the Facility is subject to review by the Bank from time to time and upon such review the Bank shall be at liberty (if it so deems fit) without assigning an reason therefor to forthwith by notice to the Customer reduce or increase the Credit Limit or terminate the ility or close the UOB CashPlus Account.

The Customer may upon giving the Bank prior written notice to take effect not less than seven (7) business days from the Bank's receipt thereof, cancel the Credit Limit or terminate the Facility or close the IOB CashPlus Account.

18.3 Linon reduction of the Credit Limit, the Customer shall forthwith repay such outstanding amount so as to bring the outstanding balance within the reduced Credit Limit.

(a) if there are no outstanding mounts under the Facility, (whether by the Customer or by the Bank):

CashPlus Account shall be discharged, and the Bank may close the UOB CashPlus Account; b) the Customer shall forthwith destroy all unused cheques:

c) all privileges and benefits conferred upon the Customer under the Programme shall forthwith be

(d) the Customer shall pay the Bank immediately all outstanding amounts under the Facility in fulle) the Customer's obligations under this Agreement will continue notwithstanding the termination of the acility and shall only be discharged upon payment of all outstanding amounts under the Facility in full; and (f) the use of the LIOB ATM card will be terminated

Jpon closure of the UOB CashPlus Account (whether by the Customer or by the Bank), the Bank may discharge its liability to the Customer for any credit balance in the closed account by sending a cheque v ordinary post to the last known address of the Customer in the Bank's records. No interest shall be paid on unclaimed balances in the closed account.

18.6. If for any reason navments are effected after termination of the Facility or closure of the LIOR hPlus Account, all sums so paid shall be a debt due from the Customer to the Bank and repayable

#### RIGHT OF SET-OFF/COMBINATION

The Bank shall be entitled (but shall not be obliged) at any time and without notice to the Customer to combine, consolidate or merge all or any of his accounts and liabilities with and to the Bank whether singly or jointly with any other person(s) and/or under whatever style, name or form (which includes trade name of sole-proprietorships) and may transfer or set off any sums in credit, whether matured or not, in such accounts wheresoever situate including those in overseas branches, in or towards satisfaction of any of his abilities whether present or future. actual or contingent, primary or collateral, joint or several. 2. Where such set-off requires the conversion of one currency into another, such conversion shall be

calculated at the Bank's own rate of exchange then prevailing (as conclusively determined by the Bank) on the date of set-off

### DISCLOSURE

The Customer hereby expressly authorises and consents irrevocably and unconditionally to the Bank contacting any third party and disclosing any and all information relating to the Customer, any transaction or dealings between the Bank and the Customer, the Facility and the UOB CashPlus Account for any

(a) the head office and any branches, subsidiaries or associated or affiliated companies of the Bank and their respective officers, servants or agents, whether situated in or out of Singapore; (b) all governmental or quasi-governmental authorities or agencies in Singapore and elsewhere where the

disclosure is required by law (c) any entities, agents or contractors and their respective officers, servants or agents, which have agreed

perform works for or provide services (whether electronic, postal or other services) to the Bank, whether within or outside Singapore (including, without limitation, any entity, the Bank's printer or the Bank's other agents for the purposes of cheque book printing and despatch or for sending out notices, circulars sletters, reports or other correspondence to the Customer from time to time), for purpose of providing the said services including but not limited to investigating discrepancies, errors or claims: (d) any person to whom the Facility has been granted by the Bank jointly with the Customer; any person who stands as guarantor or other surety for the liability of the customer

(f) any actual or potential assignees or transferees or entities who have entered into or propose to enter into ntractual arrangements with the Bank in relation to the Facility any credit companies in connection with credit card enquirie

any banks, financial institutions or credit reference agents, for credit information in respect of the omer; (i) any credit bureau of which the Bank is a member and/or any other member of the credit bureau; (i) the police or any public officer conducting an investigation in connection with any offence; (k) any judicial proceedings to which the Bank is a party where the UOB CashPlus Account and/or transactions pertaining to the UOB CashPlus Account may be a relevant issue; and (I) any other person to whom e Bank considers such disclosure to be necessary or expedient, and the utilisation of the Facility by he Customer and as long as the Facility is not terminated shall be deemed to be conclusive evidence of authorisation and consent for such disclosure from the Customer to the Bank

ing to his financial or other condition, and the Customer shall in particular keep the Bank informed of

the happening of any event likely to have a substantial effect on him so as to adversely affect his ability to

On the occurrence of any of the following events of default (i) the Bank shall cease to be under any further

commitment to the Customer and all outstanding amounts under the Eacility shall become due and pavable

immediately; (ii) the Bank shall, in addition to the rights set out herein, be entitled (as equitable chargee) to

attach the outstanding amounts to any property of the Customer (whether real or personal) and to lodge

whether singly or jointly; and (iii) the Customer shall provide cash cover for all contingent liabilities and

a caveat against any real property that may now or bereafter be registered in the Customer's name

for all notes and bills accepted endorsed or discounted documentary or other credits or any instruments

whatsoever from time to time entered into by the Bank for the Customer's account or at the Customer's

b) if the Customer is unable to pay the debts when they become due or comment an act of bankruptcy;

(c) if a petition is presented against the Customer for bankruptcy, insanity is declared against the Customer.

or any proceeding is instituted before a court, tribunal, government agency or administrative body or initiated

against it which, if adversely determined, would have a material adverse effect on the Customer, or an event

(d) if the Customer defaults under any other agreement involving the borrowing of money or the granting

of advances or credit which gives the holder of the obligation concerned the right to accelerate repayment

analogous to any of such events under the laws of any other jurisdiction than Singapore has occurred.

(a) if the Customer breach any terms of this Agreement including failing to pay any amount due under this

#### FINANCIAL STATEMENTS AND INFORMATION The Customer shall supply to the Bank on request all statements, information, materials and explanation

Agreement on the due date or on demand, if so pavable:

perform his obligations under this Agreement.

22 EVENTS OF DEFAULT

(a) if, in the Bank's opinion, there is any change in circumstances which would materially and adversely affect e Customer's financial condition or his ability to perform his obligations under this Agreement or any other

(f) if any assets of the Customer are subject of any form of execution, attachment, arrest, sequestration

or withdraw the advance or credit-

APPLICATION OF MONIES

SUPPORT CHANNELS

or terminate any of the Support Channels.

nistakes distortions or duplications).

etween the Bank and the Customer:

an "oral instruction"): or

COMMUNICATION

service: and

EXCLUSION OF LIABILITY

the Bank in accordance with its usual practice.

ORAL/TELEFAX INSTRUCTIONS

"telefacsimile instruction"), without any

INDEMNITY

agreement with the Bank

material respect

(a) if any representation, warranty or statement made by the Customer in his application for the Facility or any other notice or document given by the customer in relation to the Facility is untrue or misleading in a

If any sum paid or recovered in respect of the Customer's liabilities under this Agreement is less than the amount then owing, the Bank may apply that sum to interest, fees, principal or any amount due in such proportions and order and generally in such manner as the Bank deems fit or may credit the same or part thereof to a suspense account if the Bank deems fit

4.1 The Customer may utilise the Facility by such means as they are, or any other modes as may be, made available by the Bank ("Support Channels"). In utilising the Facility by any of the Support Channel the Customer arreas to abide by and be bound by the rules and terms and conditions (as the case may be verning the relevant Support Channel, as amended and in force from time to time. 24.2 For the avoidance of doubt, the Bank reserves the right at any time and from time to time in its

absolute discretion without prior notice and without assigning any reasons to suspend, cancel, withdraw,

he Customer agrees to indemnify and to hold the Bank and all of the Bank's servants, employees, correspondents, nominees and agents harmless from and against all losses, claims, actions, proceedings demands, damages, costs and expenses (including, without limitation, legal costs on an indemnity basis taxes or other levies, interest and service charges) unless arising solely from the Bank's gross negligence or wilful default, which the Bank may incur or sustain from or by reason of: (a) the Bank acting or carrying out any instructions purportedly given to the Bank pursuant to these terms

(b) the Bank using any system or means of transmission, communication, transportation or otherwise in

carrying out such instructions (including, without limitation, by reason of loss, delay, misunderstanding, (c) the Bank's provision of its services to the Customer (including, without limitation, the transactions

contemplated hereunder and in connection with all or any matters or transactions in respect of the (d) any change in any existing law, regulation or official directive relative to the Facility or any of these terms

(e) the Bank acting hereunder prior to its receipt of written notice of the termination or revocation of these

terms and conditions by operation of the law as to the Customer: (f) the Bank enforcing or attempting to enforce any rights it may have against the Customer pursuant to

(a) any breach by the Customer of any of these terms and conditions or such other terms and conditions

as are applicable to the services provided or to be provided by the Bank to the Customer or transactions

(h) the conversion of one currency into another, and any such loss, cost or charge may be debited by the Bank to any account of the Customer with the UOB Group Bank, including the UOB CashPlus Account and accounts held jointly by the Customer with other person(s). The Customer agrees that any conversion from one currency into another may be effected in such manner and rate of exchange as may be determined by

The Bank is hereby authorised (but is not obliged) to rely upon and act in accordance with any instructions in connection with the Facility:

(a) which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (each

) which may from time to time be transmitted to the Bank by telefax or similar means and contains the facsimile signature of the authorised signatory authorising or purporting to authorise its issue (each

further authority from the Customer or any further notice to or from the Customer, without any inquiry by the Bank as to the authority or identity of the person giving or authorising or purporting to give or authorise such instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of such instruction or the nature of the transaction and notwithstanding any error, misunderstanding, fra or lack of clarity in the terms of such instructions, and whether or not such oral instruction or telefacsimile instruction was made or given with or without the authority of the Customer.

26.2 Without prejudice to the foregoing, the Customer agrees that the Bank will not be liable for any losses which the Customer may suffer in connection with the Bank acting in accordance with Clause 6.1 above including without limitation on any oral instruction of a person who is not the Customer or the authorised signatory, or any telefacsimile instruction transmitted as afore said upon which one or more of the signatures has been forged or is otherwise unauthorised.

The Customer hereby agrees that a note made by any of the Bank's officers (or, as the case may be any of the officers of any of the offices in any part of the world or affiliate companies of the Bank) of any ora instruction or, as the case may be, a copy of any telefacsimile instruction, shall be conclusive and bindin evidence of such oral instruction or telefacsimile instruction, as the case may be, provided always that the Bank shall not be obliged to cause any of its officers or such officers of such offices or affiliated companie o make any note of any oral instructions and the failure to make any such note shall not in any way affect the authorisation herein contained or prejudice the rights of the Bank in this Agreement.

6.4 Without limitation to the generality of Clause 25, the Customer undertakes to indemnify the Ban and to keep the Bank indemnified against all losses, claims, actions, proceedings, demands, damages, costs and expenses incurred or sustained by the Bank of whatever nature and howsoever arising out of or in connection with the Bank acting in accordance with this Agreement (including without limitation this Clause

2.5. In respect of the application of the terms in this Clause 26 to the mandate with regard to any account of the terms in this Clause 26 to the mandate with regard to any account of the terms in this Clause 26 to the mandate with regard to any account of the terms in this Clause 26 to the mandate with regard to any account of the terms in this Clause 26 to the mandate with regard to any account of the terms in this Clause 26 to the mandate with regard to any account of the terms in this Clause 26 to the mandate with regard to any account of the terms in this Clause 26 to the mandate with regard to any account of the terms in terms in the terms in the terms in the terms in te or facility which the Customer may from time to time have with any of the offices or branches or affiliate of associate companies of the Bank in any part of the world, the Customer agrees that the Bank acts for such office, branch or company in its agreement on these terms.

The Customer shall notify the Bank immediately in writing of any change or variation in his signature of those of the authorised signatories or the authorised manner of signing, or any change of particulars such as names, authorised signatories, addresses, identification documents, telephone facsimile or other contact umbers. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) business days from receipt) to process such notification of change.

Without prejudice to the generality of the other terms and conditions herein. he Bank shall not be liable for any loss damage or expense suffered or

incurred by the Customer arising from any cause whatsoever through no fault

Incurred by the Outstoned ansity incurred by backs interesting and any second strength in the second strength in the following: (a) alteration of instructions and/or forgery of the Customer's or any authorised signatory's signature; (b) any computer or system virus interference, sabotage or any other cause whatsoever which may interference. with any of the Bank's services, or any breakdown or malfunction due to any cause whatsoever, of compute software or equipment whether belonging to the Bank or not, used in connection with any of the Bank's

(c) any loss of, destruction to or error in the Bank's records, howsoever caused.
28.2 The Bank shall not be responsible for the goods and services covered by any Programme or the

delivery quality or performance thereof or the privileges, benefits, discounts or programmes of any Participant (whether or not made available or introduced to the Customer by the Bank or under any

he liability of the Customer owing to the Bank is not affected by any dispute or counterclaim or right of set-off which the Customer may have against any Participant. In particular, the Bank's right of debit under Clause 16 shall not be in anyway be affected by the non-delivery or non-performance of or any defect in an clause to services or the failure of any Participant to provide or make available to the Customer any of the privileges, benefits, discounts or programmes. The Customer shall seek redress in respect of such goods. services, privileges, benefits, discounts or programmes from the Participant directly.

#### 9 SEVERABILITY

If at any time any one or more of the terms and conditions set out herein is or becomes invalid unlawful or nenforceable in any respect under any applicable law, neither the validity, legality or enforceability of the remaining terms and conditions contained herein nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

#### 30 ILLEGALITY

Notwithstanding any other provision herein, if by reason of any applicable law or regulation or regulatory requirement (whether or not having the force of law) or any change therein or judicial decision relating hereto or the interpretation or administration or application thereof it shall become (or it shall appear the Bank that it has or will become) unlawful or otherwise prohibited for the Bank to maintain or give effect to any of its obligation bergin, the Bank shall thereupon notify the Customer to that effect, whereafter the Customer shall immediately upon receipt of such notification from the Bank pay the whole of all monies owing to the Bank by the Customer.

#### ASSIGNMENT

The Bank may at any time assign, transfer or negotiate all or any part of its rights, benefits and/or obligations to such person or persons as the Bank shall in its absolute discretion deem fit. Any such assignee of ransferee shall be entitled to the full benefit of such rights and/or obligations as if it were the Bank in respect of the rights or obligation assigned or transferred to it. Provided always that the Customer shall not assign transfer and/or negotiate his rights and obligations.

#### 32. APPLICABLE LAW AND PROCEEDINGS

These terms and conditions shall be governed by and construed in accordance

with the laws of Singapore and the Customer hereby irrevocably: a) submit to the non-exclusive jurisdiction of the courts of Singapore: and

agree that the Bank may serve any writ of summons, statement of claim or other legal process or document in respect of any action or proceedings under this Agreement required by any relevant law, including without limitation, the rules of court or other statutory provisions, to be served on the Customer by personal service, by leaving the same at, and/or sending the same by ordinary post, to the last known address (whether within or outside Singapore and whether such address is a Post Office Box or is a place of residence or business) as may be provided to the Bank or its solicitors. Such legal process or document is deemed to have been duly served on the Customer

(i) on the date of delivery, if sent by hand; and

the date immediately following the date of posting, if sent by Post.

Service of such legal process is deemed to be good and effective service of such legal process on the customer and nothing in this Agreement shall affect the Bank's right to serve legal process in any other nanner permitted by law.

#### TERMS AND CONDITIONS GOVERNING ACCOUNTS AND SERVICES

#### GENERAL CONDITIONS

In opening and/or maintaining any Account with the Bank and by utilising any Service provided by the Bank, the Customer agrees to be bound by these Conditions. These Conditions shall apply to and govern Account(s) currently requested for, all Accounts opened and currently maintained, as well as all Accounts subsequently opened or established with the Bank, whether the Account is a single or joint account, and Il Services provided by the Bank. Additional terms and conditions ("Additional Terms") may be prescribed by the Bank from time to time in respect of certain Account and/or Service and shall be read together with these Conditions and shall be considered an integral part of these Conditions.

#### DEPOSITS

The minimum initial deposit and the minimum balance for each type of Account shall be such amounts as the Bank may stinulate from time to time

2 Deposits may be placed with the Bank by such mode or manner as the Bank may prescribe from time to time. All deposits, in particular cash deposits in foreign currency notes, are subject to verification. The Bank may at any time and its absolute discretion without giving any reason refuse to accept any cheque, cash or ial instrument in any currency for deposit (including without limitation in cases where the payee's name is not identical to the name of the Customer).

.3 Deposit slips, whether used for cash deposits made at the Bank's branches or issued by the Bank's cash deposit machines for cash deposits placed with the Bank using the Bank's cash deposit machines, are not valid receipts unless machine validated by the Bank. Deposit slips whether machine validated or otherwise are not evidence of receipt of cheques, drafts or postal money orders or of the amounts thereof as stated in the deposit slips. The Bank reserves the right to alter any incorrect items stated on the deposit whether machine validated or otherwise.

4 The Bank may (but is not obliged to) give immediate credit for cheques (including marked cheques) trafts and all other instruments deposited into the Account; Provided always that such deposits shall not be available for withdrawal until the proceeds thereof have been received by the Bank, and cash deposited may not be drawn on until the following Business Day. The Bank reserves the right to debit such credited mount from the Account if the cheques, drafts and such other instruments are dishonoured, or to revise the amount credited into the Account in the event that the payment received by the Bank on such cheques. drafts and such other instruments is less than the amount credited into the Account.

2.5 All cheques deposited are received by the Bank solely as agent for collection, and the Bank assumes no responsibility for any non-payment or losses to the Customer resulting from any inability on the Bank's part to collect, whether resulting from any payment restrictions or any laws or regulations of any country(ies n which the cheques are cleared/collected, or any strikes, or any default, neglect or insolvency of any ondent or paying bank or financial institution or any agent or sub-agent, or any cause(s) beyond the Bank's control, or otherwise. Dishonoured cheques may be returned by post to the Customer at his risk and expense.

2.6 The Bank reserves the right to debit any credited amount from the Account even after the Bank receives payment, if the correspondent paying bank, financial institution or any agent and sub-agent should at any me claim refund or repayment of such amount on any ground(s) (whether or not disputed), including without limitation the ground that the cheque, draft, money order, telegraphic transfer or other payment uction or instrument was void, invalid or fraudulently issued, or in any other circumstances whatsoever resulting in the amount of such cheque, draft, money order, telegraphic transfer or other payment Instruct tion or instrument or any part thereof being subject to an actual or potential claim for repayment or refund

2.7 For the avoidance of doubt, this Clause 2 shall apply to deposits placed with the Bank by any means. whether over the counter at the Bank branches or through the use of any Service or such services as may be made available by the Bank from time to time.

2.8 Deposits may not be transferred, assigned, pledged, charged or otherwise encumbered or given by way 2.9 The Bank shall pay interest on credit balances on an Account only where the Bank has expressly agreed

o do so, at such rate and calculated on such basis as the Bank may decide from time to time, provided the daily balance does not fall below such minimum balance as the Bank may require from time to time to be naintained in the Account to qualify for payment of interest. Such interest may be credited to the Account on any day of a calendar month as the Bank may select.

#### WITHDRAWALS

3.1 Withdrawals from each type of Account may be made in any mode or manner and on such terms and

conditions as may be set by the Bank from time to time in respect thereof. For the avoidance of doubt any particular mode or manner of withdrawal may be changed or terminated by the Bank at any time, upon by the customer. Cheques drawn on the Bank shall be on the forms approved by the Bank and existence for each Account. The Bank may in its absolute discretion refuse to honour drawings made on er forms or forms not registered for that Account.

2 Withdrawals from each Account may be made only upon receipt by the Bank of withdrawal Instrucons satisfactory to it, and the Customer shall be liable for all such Instructions irrespective of whether the relevant Account is in credit or otherwise, provided that in the absence of any express agreement to the contrary the Bank is not bound to honour any withdrawal Instruction if there are insufficient funds in

3.3 Any action taken by the Bank on the basis of any Instruction, including:

a cheque or other financial instrument or a withdrawal or appropriate form bearing signature(s) which on he face of it appear to be similar to that of the Customer or an Authorised Person b) other form of authorisation of the Customer which on the face of it appears to conform with the autho-

isation registered with the Bank, (c) any person who produces the passbook in respect of any Account together with Instructions purportedly igned by the Customer or an Authorised Person, and/or

the use of an ATM card

hall be effective and valid and binding on the Customer, and shall completely discharge and absolve the Bank from any liability to the Customer and/or any other parties, notwithstanding that the signature(s), or authorisation(s) or Instructions) may have been forged or obtained fraudulently or without authority, or the ATM card may have been used without authority.

3.4 Without prejudice to Clause 3.3, the Bank may refuse to act on any Instruction unless the Customer r the Authorised Person produces his identity card, passport or other evidence of identity satisfactory the Rank

5.5 No withdrawals in cash may be made by the Customer of any or all monies standing to the credit of any count (denominated in any currency), otherwise than in Singapore Dollars, unless the Bank in its absolute discretion agree otherwise and subject to availability of the relevant currency notes and to the payment of uch fees or commission as the Bank may require and such notice as prescribed by the Bank from time to time being received by the Bank. Withdrawal in a currency other than Singapore Dollars shall unless the ank otherwise agrees, only be pavable by means of cable payments or by telegraphic or electronic transfer o, or by issuing drafts, on a bank, selected by the Bank. 3.6 Once a transfer order has been delivered to the Bank no subsequent request by the Customer for

cancellation, withdrawal or amendment of the order will be accepted unless the Bank in its discretion agrees otherwise

3.7 In the event that the Bank receives Instructions for several payments or other transactions which in the egate would exceed the amount of the credit balance on an Account or any authorised limit in respect geregate which be entitled at its absolute discretion to select which transaction or transactions shall be executed, without reference to the date of despatch or time of receipt of the Instructions. 3.8 Monies in the Account may be payable at the Bank's branch in Singapore where the Account is main-

d or such other branch in Singapore as the Bank may in its absolute discretion permi

3.9 The Bank may mark cheques as "good for payment" to another bank, in which case, the Account shall immediately debited with the amount of the marked cheque and thereafter payment of the marked heque cannot be stopped. The Bank may, but is not obliged to, present cheques on behalf of the Cusomer to the drawee bank for marking

8.10 Without prejudice to Clause 25.1, the Bank shall not be liable for paying on counterfeit. mutilated. altered and/or forged cheques whether due to the use of erasable ink pens or typewriters or any other guipment with built-in erasure features or otherwise or by the use of cheque writers or franking machines or where the counterfeit alterations and/or forgery cannot be easily detected or otherwise where the Cus tomer has acted or omitted to act in a manner so as to have facilitated such alteration or forgery or use of such counterfeit or mutilated cheques.

#### MANDATE/INSTRUCTIONS

The Bank is authorised to act on the Instructions given in accordance with each Account mandate. The Bank shall be entitled to refuse to accept or act on any instruction, whether for a withdrawal or any other transaction or any matter relating to the Account if:

a) the Bank is unable to verify the Customer's or an Authorised Person's identity to its satisfaction:

the Bank has any doubt on the authenticity, clarity or completeness of the Instruction c) the form or content of such Instruction is not in accordance with the requirements or policies or practices

prescribed by the Bank from time to time; and (d) the Instruction is not in accordance with the mandate(s) for the time being in effect in respect of the

peration of such Account, and the Bank shall not be liable to the Customer as a result of such refusal. Notwithstanding and without prejudice to Clause 4.1, the Bank may act upon any Instruction which the Bank believes in good faith to be given by the Customer or an Authorised Person, without inquiry as to the identity or authority of the person giving or purporting to give such instruction or the authenticity thereof and notwithstanding that such instruction may conflict with other instruction(s) given by the Customer or the prised Person to the Bank, or any error, misunderstanding, fraud, forgery or lack of clarity in the terms of such Instructions

The Customer acknowledges that the Bank may implement whatever security procedures and feaes it deems appropriate and/or necessary from time to time to verify the identity of the Customer and/ or the Authorised Person and that the transaction has been authorised by the Customer Without prejudice the foregoing, the Bank may require confirmation of any Instruction from the Customer or the Authorised Person in any form or manner as it deems appropriate

The Customer shall notify the Bank promptly in writing of any change or variation in his signature or that of an Authorised Person or the authorised manner of signing. The Bank shall be entitled to a reasonable period of time (of not less than seven (7) Business Days from receipt) to process such notification of change. he Bank may in its absolute discretion honour any cheque or other instrument, or act on any Instruction signed by the Customer or an Authorised Person before the Bank processes such notification of change rdless of whether or not the Bank has received such notification of change.

4.5 The Bank may in its absolute discretion honour any cheque or other instrument, or act on any netruction, signed by the Customer or an Authorised Person but presented after his death, regardless of whether or not the Bank has received notice of his death.

4.6 The Customer agrees not to make use of and in the case of a corporate Customer, agrees to exercise proper supervision and control over its staff so as to ensure that they do not make use of facsimile ignature stamps in drawing cheques, or other forms of withdrawals, or in communications with the Bank ithout first notifying the Bank and entering into such arrangements as the Bank may require. The Bank may (but is not obliged to) verify a facsimile signature stamp against the specime facsimile signature stamp of the Customer. Where the Customer or the Customer's staff in the case of a corporate Customer, makes use of facsimile signature stamps in drawing cheques, or other forms of withdrawals, or in any form of communication in breach of these Conditions: (I) the Bank reserves the right to refuse to pay such cheques and/or to disregard such request for withdrawal or other communication without prior notice to Customer; and (ii) the Bank shall not be liable for any loss howsoever arising if it honours a cheque, or allows a withdrawal or acts on any Instruction, bearing a facsimile signature which is not easily identifiable is such. "Facsimile signature" includes any facsimile signature impressed using a rubber stamp or other

The Customer is solely responsible for ensuring the accuracy and completeness of all Instructions. The Bank shall not be responsible for the consequences of any Instructions being incomplete, garbled or

The Bank is not obliged to cancel or accept any request or Instruction. The Bank shall not be taken o have received or have notice of any countermand from the Customer until the Bank communicates to e Customer to that effect. The Bank shall not be taken to have waived its right not to act on any request for cancellation or amendment by reason of the Bank having so acted upon such request on any previous

## REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS

e Customer hereby represents, warrants and undertakes that a) the Customer has full capacity and authority to accept and agree to these Conditions, to open, maintain and/or continue to maintain all Account(s) from time to time opened and/or maintained and/or continued to maintained with the Bank, and to give the Bank any Instructions that may be given from time to time (b) all authorisations, consents, licences or approvals (whether under any applicable laws or otherwise)

#### CLOSURE/CONVERSION OF ACCOUNT AND TERMINATION OF SERVICE

#### AVAILABILITY AND VARIATION OF ACCOUNTS AND/OR SERVICES The operating hours of or the time period during which any Account and/or Service may be avail

required to accept and agree to these Conditions, to open, maintain and/or continue to main Account(s) from time to time opened and/or maintained and/or continued to be maintained with the and to give the Bank any Instructions that may be given from time to time have been obtained and be maintained in full force and effect; and	d would
(c) except for any security or encumbrance created in favour of the Bank, no person other than th tomer has or will have or acquire any beneficial or other interest in or security or other rights or Account and/or over any cash or assets held by the Bank for the Customer without the prior consent of the Bank.	ie Cus- ver any written
5.2 The representations, warranties and undertakings in this Clause 5 shall be deemed repeated ever any Instruction is given to the Bank, any Account of the Customer is established or opened a cash, asset or instrument is deposited or received by the Bank for the Customer or any Service utility of the Customer or any Service	l when- ind any ised.
<ol> <li>CLOSURE/CONVERSION OF ACCOUNT AND TERMINATION OF SERVICE</li> <li>Unless otherwise provided herein, the Bank may at any time in its absolute discretion and v giving any meason therefor:</li> <li>(a) close the Account; and/or</li> </ol>	without
(b) terminate, withdraw or revoke any Service, in whole or in part, without prior notice and the Cu shall not hold the Bank responsible for any loss or damage suffered thereby. 6.2 Any payment obligation by the Bank to the Customer after closure of the Account shall be d good and sufficiently discharged in cash, draft or cashier's order or in such other manner as th deems fit.	е валк
6.3 The Bank may discharge its liability to the Customer for any money or credit balance in the Account by returning the monies to the Customer in such mode and manner as the Bank deems fit includes sending a cheque or draft by ordinary post to the last known address of the Customer in Bank's record. When all deposts in the Account have been withdrawn, or when a service charg to the Account results in a "nil" or negative balance, the Bank may close the Account without no the Customer	r in the le debit
the Customer. 6.4 The Customer's obligation to pay all fees, costs, charges, expenses and amounts accrued up date of closure of the Account or termination or revocation of the Service shall survive the termina these Conditions.	
6.5 Upon closure of the Account or termination or revocation of the Service, the Customer shall immereturn all property belonging to the Bank (including without limitation unused cheque form(s), pass and ATM card(s) to the Bank.	book(s)
6.6 If for any reason payments are effected after closure of the Account, all sums so paid shall be due from the Customer to the Bank and repayable forthwith. 6.7 Interest will not accrue on any Account unless the Bank specifically agrees, or on any unclaim	a debt
ance on a closed or dormant Account	
6.8 The Bank reserves the right at any time to convert one type of Account into another for any whatsoever without notice including but not limited to closing any Account(s) at the Bank's branch in pore and transferring the same to any other branch of the Bank in Singapore or abroad.	Singa-
<ol> <li>AVAILABILITY AND VARIATION OF ACCOUNTS AND/OR SERVICES</li> <li>7.1 The operating hours of or the time period during which any Account and/or Service may be aris subject to change without prior notice. The Bank shall use reasonable endeavours to ensure the</li> </ol>	vailable
Account and/or Sárvice will be available during the times specified by the Bank from time to time VIDED that nothing herein shall be considered or be deemed as a warranty by the Bank that such A and/or Service will be available (whether uninterrupted or available at all) during such specified Notwithstanding any representation to the contrary, the Bank shall at any time, in its discretion and prior notice, be entitled to temporarily suspend the operations of any Account and/or Service for up maintenance and upgrading purposes, or any other purposes whatsoever that the Bank deems fit such event the Bank shall not be lable to anyone.	e PRO- account I times. without odating, t and in
1.2 The basis may wondow not notice and window giving any feasion and window in focusing any heat comparison of any Account and/or Service (including ATM services) involves in part for any reason whatsoever (including without innitiation force majeure, industrial action, power to such records, Accounts or Services inindered. The Bank may, but shall not be obliged to given such limitation, cancellation or suspension to the Customer in the manner set out in Clause 232. 7.3 Unless otherwise provided herein, the Bank may, thom without innitiation the reasonable of the customer or intervention of any Account and/or Service including without limitation the transaction withdrawed on transaction limits, services, features, monthis and farilities available through our hourd.	hole or failure, access otice of ary the
Account and/or Service. 7.4 The Bank may make available new, additional or enhanced transaction type(s), service(s) product(s) through or under any of the existing Account and/or Services at any time. By utilisin new, additional or enhanced transaction type(s), service(s) and/or product(s) as and when such tr tion type(s), service(s) and/or product(s) become available, the Customer shall be bound by the ten conditions in force governing such new transaction type(s), service(s) and/or product(s).	and/or g such ransac- ms and
8. LINKING OF ACCOUNTS 8.1 If the Customer has more than one Account with the Bank, the Bank may at its discretion lin Accounts that are specified by the Bank to be eligible to be linked for the purposes of utilisation of range of Services and/or the statement of account to be issued in a consolidated format reflecting tr	ik such the full ransac-
tions for such Accounts as the Bank may deem appropriate. 8.2 Without prejudice to Clause 8.1 above: (f) joint accounts with single signing authority may be linkk (ii) no joint accounts with joint signing authority shall be linked SAVE THAT the Bank may allow fund credited to or transferred into such joint accounts by way of the Services as instructed. The Bank ks entitled to refuse to accept or act on any Instructions whatsoever in respect of linked joint accounts joint signing authority (including but not limited to any Instructions to withdraw or transfer funds out of Accounts) and shall not be under any liability whatsoever for so refusing.	ed, and ls to be shall be nts with of such
<ol> <li>JOINT ACCOUNTS/CORPORATE ACCOUNTS</li> <li>9.1 The Customers of a joint account agree to be jointly and severally bound by these Conditions an jointly and severally liable for all liabilities incurred on or debit balances in the Account, and all Instr</li> </ol>	id to be
given and transactions effected by or through the use of any Service or otherwise. 9.2 In relation to joint accounts or business, club or corporation (whether local or foreign) accounts account(s) where the Customer is a sole proprietorship, partnership or outber business entity, a co	s (being orpora-
bits of all association, club of society the baik shall act in accordance with its writter inaucure is to the following: (a) Where the Customer does not specify the signing requirement on any Account, a single signature one of the joint account holders or an Authorised Person shall suffice for the operation of the Account, (b) Unless specifically provided for in these Conditions, the Bank shall be entitled to act on the instructions and/or the joint account of the your of the joint account holders or an Authorised Person. Without proto the generality of the foregoing and for the avoidance of doubt, the Bank shall be entitled to act countermand or stop payment Instructions and/or Instructions in connection with change of mail dress, which it receives from any one of the joint account holders or an Authorised Person, and (c) In the event that the Bank:	e of any unt;
<ul> <li>(i) receives ambiguous or conflicting Instructions in connection with the Account;</li> <li>(ii) receives Instructions in connection with the closure of such Account(s);</li> </ul>	
(iii) becomes aware of any dispute; or (iv) in any other circumstances as the Bank may deem appropriate, the Bank shall be entitled to to act and to insist that it acts only on the Instructions of all the account holders or all the Auth Persons, or require evidence of such other corporate or organisational authorisations as are satis	decline horised sfactory

to act and to insist that it acts only on the Instructions of all the account holders or all the Authorised
Persons, or require evidence of such other corporate or organisational authorisations as are satisfactory
to the Bank. If the Bank has so acted, the Bank is entitled to retract any action that the Bank has taken
so that the Account(s) are put in the original position they were in before the Bank took such action. In all
and any of the cases set out in this Clause 9.2(c), the Bank shall have no liability to any of joint account
holders or to the partners, Authorised Person(s), members, shareholders or directors of the Customer for
so acting or refusing to act.
9.3 The Bank is authorised to credit joint accounts with funds belonging or purporting to belong to any one
or more joint account holder(s). Upon the termination of a joint account, the Bank shall have the right to

or more joint account holder(s). Upon the termination of a joint account, the Bar	nk shall have the right to
apply any amount remaining in the joint account towards discharging any debt incu	
whether or not due. The Bank shall have the right to refund such amount or any ba	alance thereof after such

application by drawing a bank cheque in favour of all the joint account holders (regardless of the identity of the person(s) who are entitled to the funds)

9.4 In the event of death of a joint account holder (except in the case of joint accounts designated as true or executors' accounts), the amount standing to the credit of the joint account shall be held for the benef and to the order of the survivor(s) (regardless of the terms of the Account mandate) provided that this subject to the rights of the Bank in respect of such funds arising out of any lien, charge, pledge, set-off or any other encumbrance or any claim or counterclaim actual or contingent or otherwise, as well as to take such steps it deems desirable (including making payment(s) into a court of competent jurisdiction) in rela-tion to the credit balance. Any payment made by the Bank to such survivor(s) or to a court of competent jurisdiction shall constitute complete discharge of the Bank's obligations binding on all the account holders and their nersonal representatives and successors

0.5 Where the Account mandate provides for operation of the Account(s) by the single signature of any one of the joint account holders, or in the case of a corporate Customer, any one of the Authorised Persons then if any one of the joint account holders or the Authorised Persons becomes bankrupt, insane or oth erwise mentally disabled as evidenced by such documents satisfactory to the Bank, or in the case of one of the joint account holders being a corporation or a corporate Customer becomes insolvent or goes into liquidation, the Bank shall be entitled to freeze or suspend operations on the Accounts) and refuse access to the funds therein, without liability to the Customer, upon notice of such bankruptcy, insanity or menta disability pending appointment of a legal representative of the insare or mentally disabled ioint account holder or Authorised Person (as applicable) or insolvency, and notice from the other joint account holder(s or Authorised Person(s) and the trustee in bankruoty, liquidator or legal representative of the bankruot. insane or mentally disabled joint account holder or Authorised Person (as the case may be) regarding ow ership of the funds in the Account(s). For the purpose of this Clause 9.5, the Bank shall have the absolute discretion to verify and determine by any means it deems appropriate whether any person is under any mental disability and such determination shall be conclusive and binding on the Customer.

9.6 Where the Account mandate provides for operation of the Account(s) by joint signature, then if any one of the joint account holders becomes bankrupt or insolvent, the Account(s) can be operation only by the joint signatures of the trustee in bankruptcy of the bankrupt joint account holder and the other ioint account holder(s).

#### 10 PROVISIONS FOR FIRMS

1 Upon any change of the firm's constitution for any reason whatsoever (including without limitation by death, resignation, replacement, addition, bankruptcy or otherwise of a partner or sole proprietor), the Ban may, in the absence of written notice to the contrary, treat the remaining/new partner(s)/new sole proprietor as having full power to carry on the business of the firm and to deal with the Account as if there had been no change in the firm's constitutio

10.2 Notwithstanding any change in the firm's constitution (as described in Clause 10.1 above) or name. or modification/termination of any power of any partner, these Conditions shall bind all partners/a new sole proprietor, and in the case of a partnership shall bind all partners jointly and severally. 10.3 The Customer shall promptly notify the Bank in writing of any change in the constitution or name of

#### 11. ACCOUNTS IN TRUST

The Bank is not obliged to recognise any person other than the Customer as having any interest in the Account. If the Bank opens the Account in the Customer's name "in trust" or "as nominee" or using some similar designation, whether or not for a specified third parry, the Bank may accept cheques and othe payment orders and other Instructions relating to the Customer only and will not be required to obtain any consent from or see to the execution of any trust for any person.

#### 12 OVERDRAFTS

12.1 In the absence of prior arrangement and approval, the Customer shall not at any time cause the Account to be overdrawn. A charge will be levied on each cheque returned, or GIBO/standing order payment rejected due to insufficient funds. The Bank may without prior notice close the Account if ch GIRO/standing order payments continue to be returned/rejected due to insufficient funds. If the Account s overdrawn, the Customer shall pay interest on the overdrawn amount at such rate as prescribed by the Bank from time to time Interest on debit balances shall accrue daily with monthly rests, such interest to accrue as well after as before judgment All amounts overdrawn, charges and interests pavable shall be repaid on demand

12.2 The Customer shall not use or attempt to use any Service for payments or transfers or withdrawals unless there are sufficient available funds in the Account

#### 13. ACCOUNT STATEMENTS/PASSBOOK ENTRIES/CONFIRMATION ADVICES AND VERIFICATIONS

13.1 Statements of account or confirmation advices may be sent by the Bank to the Customer by ordinal post at monthly intervals or such other intervals as the Bank may from time to time determine. If there is no movement in the Account no statement will be sent

13.2 Entries in the passbook are not valid unless machine-printed by the Bank or otherwise bear the signatures of the Bank's authorised officers. The passbook is for reference only and is not conclusive as to be current balance of the Account since deposits or withdrawals may be made or charges debited to the Account without production of the passbook.

13.3 The Customer is under a duty

(a) to check all entries in the statement of account, confirmation advices and/or passbook:

(b) to report promptly to the Bank any irregularities, discrepancies, inaccurate/incorrect omission, incorrect entries error or unauthorised transactions or inaccuracies in the contents or entries therein:

(c) to sign and return any confirmation slips, including those for auditing purposes; and d) to promptly, within such time as the Bank may prescribe from time to time, notify the Bank in writing if

he does not receive any statement or confirmation advice that is due to him. 13.4 If the Bank does not receive from the Customer a written objection within fourteen (14) days of the

date of such statement, confirmation advice or entry in the passbook:-(a) the Customer shall be deemed conclusively:- (i) to have accepted, and shall be bound by, the validity,

correctness and accuracy of the transaction(s)/entries and the balance set out in the statement, advice and/or passbook; and (iii) to have ratified or confirmed each and every one of the transactions represented the entries set out therein:

(b) the statement, advice or entry, as the case may be, shall as against the Customer be deemed conclusive evidence of the Customer's authorisation to the Bank to effect the transaction(s)/entries set out therein: and

(c) the Customer shall have no claim against the Bank howsoever arising from, in connection with or as a 13.5 The Bank has the right to adjust the Account to correct any erroneous entry or omission. The Bank

nay at any time rectify errors or omissions in any statement or advice or passbook and, subject to Claus 13.4 above, any statement or advice or passbook so rectified shall be binding on the Customer. The Bank has the right to reverse any entry, demand refund and/or debit any Account of the Customer with the Bank is an overpayment into the Account(s) arising from such errors or omissions. 13.6 When the number of transactions which are not entered or posted in the passbook reach a certain

number (to be determined by the Bank from time to time), the transactions may be consolidated and only the aggregate credit and debit amounts shall be printed in the passbook when it is updated. A statement listing the unposted transactions may be made available to the Customer within a reasonable time upon payment of the requisite fee.

The Customer agrees to accept all records of the Bank and, in additional, the records of the financial or non-financial institution, trader or other party accepting the use of his ATM card, as conclusive and bind-ing against the Customer for all purposes unless there are obvious errors.

# 14. CUSTOMER'S DUTY

e Customer is under a duty, in respect of: (a) Accounts for which cheque books and/or ATM cards are issued:

(i) to immediately notify the Bank if any ATM card, cheque or cheque book is mislaid, lost or stolen, to take I reasonable steps to help recover the use of any lost or stolen ATM card, cheque or cheque book, to provide the Bank with any information and/or documentation it may require from time to time relating to the use of the ATM card, cheque or cheque book and to cooperate with the Bank in any investigation or litigaion arising from or in connection with the use of the ATM card, cheque or cheque book (ii) to take all reasonable care and precaution to prevent loss or thet of any ATM card, cheque or cheque

in to immediately notify the Bank in writing if the Customer does not receive his cheque book(s) (which the omer has requested to be despatched to him) within two (2) weeks from the date of such request a not to draw charues keen charue books or operate the Account in a manner which may facilitate udulent alterations or forgery or allowing anyone else to use the ATM card, and should, among othe precautions, comply with the terms and conditions on the cheque book cover and in the agreements for rvices provided by the Bank; and

ind to use or the to use the ATM card after the Account has been closed or after the Bank has notified the stoner that the Bank has cancelled or withdrawn the use of the ATM card and to repay on demand any h sums so paid and interest on such sum. Failure to do so is at the Customer's own risk. Saving/Passhook Accounts:

to keep the passbook secure at all time under lock and key and to immediately notify the Bank in writing the passbook is lost, stolen or mislaid. The Bank shall not be liable for any amount withdrawn from the Account by fraudulent use of the passbook prior to notification of it being lost, stolen or mislaid; and

(i) to present the passbook for updating from time to time. (c) All Accounts: to monitor the balance of the Account at all times and to notify the Bank in writing immediately of any unauthorised debits or withdrawals from the Account.

#### CONFIDENTIALITY OF PASSWORD, LOGIN-ID, PIN AND CIN

15.1 The Customer shall keep and shall procure that each Authorised Person shall keep confidential all Password(s), Login-ID(s), PIN, CIN and other codes issued by the Bank or by any certification authority recognised by the Bank in order to enable the Customer or such Authorised Person to access such Service(s and the Customer shall be responsible for all Instructions effected (whether authorised or not) through the use of such Password(s), Login-ID(s), PIN, CIN and codes.

15.2 The Customer agrees to take and shall procure that each Authorised Person shall take all precautions to safeguard the Password(s). Login-ID(s). PIN. CIN and codes such as (but not limited to): a) not disclosing them or causing them to be disclosed to anyone; b) changing the Password(s), Login-ID(s). PIN and CIN regularly:

destroying the advice issued for the Password(s), Login-ID(s), PIN, CIN and codes promptly upon re-

) memorising the Password(s). Login-ID(s). PIN. CIN and codes and not writing them down; and (e) informing the Bank and/or the certification authority immediately if there is any suspicion that someone else knows the Password(s), Login-ID(s), PIN, CIN and codes to prevent fraudulent or unauthorised use of Accounts) and/or Service

The Clustomer shall remain liable for all liabilities incurred pursuant to Instructions received by the nk (whether authorised or not) after the Password(s), Login-ID(s), PIN, CIN and/or codes are disclosed to someone else until the Bank, and (where applicable) the certification authority each, has taken the neces sary steps in accordance with its prevailing practice to prevent any instruction from being effected through the use of the Password(s), Login-ID(s), PIN, CIN and codes. 15.4 When the Bank is notified by the Customer that the Password, Login-ID, PIN, CIN or other code is

lost or may have become made known to another person, the Bank shall be entitled to suspend/terminate the Customer's and/or the Authorised Person's use of the relevant Service and/or to cancel the Customer's and/or the Authorised Person's Password, Login-ID, PIN, CIN and code. The Customer and/or the Autho-Person may be issued with a fresh Password, Login-ID, PIN, CIN or code at the Bank's discretion. The Bank reserves the right to issue any combination of letters and/or numerals for the Password(s) n-ID(s), PIN, CIN and code

The Bank shall at its discretion be entitled to deactivate or revoke the use of such Password(s ogin-ID(s), PIN, CIN and codes at any time without assigning any reason and without prior notice to the stomer and/or the Authorised Person

The Customer consents to the Bank its officials employees agents or any other persons who by reason of their capacity or office have access to the Bank's records, correspondence or any material relatin to the Customer or the Account, disclosing any and all information whatsoever (including personal data elating to the Customer, any Authorised Person, the money and other relevant particulars of the Account for any purpose which the Bank considers appropriate, necessary or desirable (including but not limited to, marketing promotional and/or cross-selling purposes).

(a) to any person or organisation providing electronic or other services to the Bank whether in Singapore or elsewhere, for the purpose of providing, updating, maintaining and upgrading the said services, including but not limited to investigating discrepancies, errors or claims;-

(b) to any person or organisation whether in Singapore or elsewhere which is engaged by the Bank for the purpose of performing or in connection with the performance of services or operational functions of the nk where such services or operational functions have been outsourced

(c) to the police or any public officer conducting an investigation --

credit card companies and financial institutions in connection with credit card enquiries;e) to the Bank's related and associated companies wherever situated -

without prejudice to sub-clause (d) above, to other banks, financial institutions, credit bureau or credit reference agents (only for credit information on the Customer and/or any Authorised Person);-(g) in any judicial proceedings to which the Bank is a party where the Account and/or transaction(s) pertain-

to the Account may be a relevant issue;h) to the Bank's agents for the purpose of printing personalised cheques, statements, advices, correspon-

dence or any other documents; and in respect of transactions effected or processed with or without the Customer's authority in or through

he ATMs of other banks or financial or non-financial institutions or EFTPOST Terminals or other card oper ated machines or devices approved by the Bank, to the bank, financial institution or non-financial institution (including without limitation Network for Electronic Transfers (Singapore) Private Limited), trader or other party accepting the use of the ATM card and their respective agents or contractors.

16.2 Where any banking facility has been granted at anytime to the Customer, or where the Bank accepts or incurs any liability at the request of the Customer, the Customer, also consents to the Bank disclosing at any time and without prior notice, information concerning the Customer, any Authorised Person, the more or other relevant particulars of the Account to any surety or other person who has undertaken liability of wided security for the Account or the Customer, and/or any other person to whom the Bank views i as necessary to provide such information in the course of the Bank's preservation and/or enforcement of such security.

#### BANK'S AGENTS

Bank may use the services of any bank or agent in any location it deems advisable in connection with any collection for or other banking business of the Customer. Such bank or agent is deemed to be the agent of the Customer and the Bank shall not, in any circumstances, be responsible or liable to the Custome by reason of any act or omission of any such bank or agent, or by reason of the loss, theft, destruction or delayed delivery of any instrument while in transit or in the possession of such bank or agent All charges ncurred by the Bank will be for the Account.

### CHARGES AND RIGHT OF DEBIT

18.1 The Bank may impose such service charge, fee, commission and/or discount at its prevailing pre-scribed rate for any Service provided by the Bank and on all Accounts including dormant Accounts where the credit balance falls below the minimum balance stipulated from time to time by the Bank for such Accounts and on Accounts closed within six (6) months of opening or such other period as the Bank may

8.2 All bank charges, commission, administrative charges, interest and fees of any nature (including ithout limitation any postage, telecommunication, cheque-related charges), that may be levied by the Bank, any banks, financial institutions, non-financial institutions, agents or contracts in connection with an transaction or Instruction on the Account, performance of any obligation or provision of any Service, shall he horne by the Customer

3.3 The Bank shall be entitled to impose administrative charges and be reimbursed costs and expenses ling legal costs) for handling Garnishee Orders, Injunctions or other court orders or proceedings relat ing to any Account or money therein.

18.4 The Customer agrees to be responsible for all charges incurred in accessing the Account through or otherwise using any of the Services (including but not limited to any telephone charges and internet service provider's charges)

18.5 Any payment by the Customer under these Conditions shall be made free and clear of and without any deduction or withholding in respect of any tax or levy. If the Customer is required by any applicable law effect such deductions or withholding, then the amount due and payable to the Bank shall be increased by such amount as shall result in the Bank receiving an amount equal to the amount the Bank should have received in the absence of such deduction or withholding.

similar nature that may be substituted for or levied in addition to it, by whatsoever name called is now or hereafter chargeable by law on any payment hereunder, the Customer shall pay such GST, at such rate(s) as may be prescribed by law from time to time, in addition to all other sums payable hereunder or relation hereto. If the Bank is required by law to collect and make payment in respect of such GST, the Customer eas to indomnify the Bank analist the same

The Customer shall pay interest at such rate(s) as the Bank may from time to time determine on all service charges, the utilised amount of a credit line as may be granted by the Bank in its sole discretion, and other sums due and owing to the Bank, and on any losses or excenses suffered or incurred by the Bank as a result of the Bank having to take any action whatsoever to safeguard its position hereunder. Such interest is calculated on such basis, as the Bank may determine and shall be added to the sums then owing to the lank and shall bear interest accordingly until all sums owing to the Bank and interest thereon are paid in full 18.8 The Customer authorises the Bank to debit the Account at any time with interest for all amounts due and payable to the Bank or recoverable from the Customer without prejudice to the rights and remedies of the Bank against the Customer or any third party and notwithstanding that the Customer may incur any loss in interest earnings or a reduction in the original principal amount due to bank charges and/or adverse

18.9 The Customer shall pay to the Bank all payments due in the currency in which they are due to such Accounts as the Bank shall notify the Customer.

#### BANK'S SECURITY RIGHTS

The Customer agrees that when the Bank accepts or incurs any liability at the request of the Customer, or when the Account is overdrawn, or when any interest, service charge, tax or other sum ("charge") is due and payable to the Bank, any deposits, funds, documents, instruments, chattels, bonds, debenture shares or other securities, and any other valuables held by the Bank in the name of, or on behalf of, the iscome (hereinafter called "Collateral") including Collateral in safe custody, shall automatically be pledged and/or charged to and constitute continuing security to the Bank for discharge of such liability and repay ment of such overdraft. The Bank shall have the right to retain such Collateral (even if this necessitates the nouring of the Customer's cheques), or any part thereof until the liability, overdraft and/or charge is discharged and/or repaid

### 20. RIGHT OF SET-OFF AND COMBINATION OF ACCOUNTS

Without prejudice to the rights of the Bank at common law, the Bank shall be entitled (but shall not obliged) at any time without notice, to combine or consolidate all or any Account(s) of the Customer or of any one or more of the account holders of the Customer whether singly or jointly or jointly with any other n(s) and/or under whatever style, name or form (which includes trade names of sole proprietorships) and to set-off any credit balances, whether matured or not, in any one or more such Accounts wheresoever situate including those in overseas branches, against any liabilities of the Customer or of any one or more of account holders on any Account or in any respect whatsoever under whatever style, name or form, whether such liabilities be present or future, actual or contingent, primary or collateral, several or joint

The Bank shall also be entitled in the event of any breach by the Customer of these Conditions or any default or non-navment of any other debt, obligation or liability of the Customer to the Bank, to sell Collateral (as defined in Clause 19) by way of public or private sale without any judicial proceedings whatsoever, and retain from proceeds derived therefrom the total amount remaining unpaid, including all costs, legal fees and costs (on an indemnity basis), charges and other expenses incidental to such sale. The Customer shall immediately upon demand pay to the Bank the amount of any deficiency.

#### INDEMNITY BY CUSTOMER /CURRENCY CONVERSION

1.1 The Customer agrees to indemnify the Bank and all of the Bank's servants, employees, nominees, ectors and agents for all losses, costs, damages, embarrassment, claims and expenses, including legal fees and costs (on an indemnity basis), howsoever suffered or incurred by the Bank including, without

(a) the Bank acting or carrying out any Instructions purportedly given to the Bank pursuant to these Conditions whether or not such instructions are unauthorised, inaccurate or incomplete:n the provision of any Service by the Bank to the Customer and the performance of its functions as

banker for the Customer including (but not limited to) as collecting or paying banker guaranteeing any endorsement or discharges on a cheque, bill, note, draft, dividend warrant or other instrument presented for collection and such guarantee shall be deemed to have been given at the Customer's request; and/or in the collection or payment of any cheque, bill, note, draft, dividend warrant or other instrument presented or collection or paymen

c) in connection with the Bank's preservation or enforcement of its rights under these Conditions and other applicable terms and conditions in connection with any Services or facilities given by or arrangement made with the Bank for the operation of the Account, or as a result of any non-compliance of these Conditions or of such other applicable terms and conditions by the Customer:-

d) in connection with any action taken by any party against the Customer or any Account(s) for any reason whatsoever including but not limited to any unlawful, fraudulent, negligent or unauthorised use of the ount(s) and/or any Services;-

(e) in connection to any involvement by the Bank in any proceedings of whatever nature for the protection of or in connection with the Account(s) and/or any Services;-

in connection with the compliance by the Bank with any existing or future law or regulation or official directive in respect of any of these Conditions

g) as a result of the use of any of the Services;

rising out of or in connection with these Conditions (including without limitation Clause 22) The Customer agrees that any conversion from one currency into another for whatever reason. (a) conversion of any amount in any Account standing to the credit of the Customer or any amount due from

the Bank to the Customer to any other currency for purposes of carrying out any Instructions crediting of any Account, assessing the Customer's liability or the Customer to the Bank or enforcing the Bank's rights under these Conditions or under any Service or Account (including to effect any set-off or consolidation by he Bank of Accounts): or

conversion of the balance in any Account or any part thereof (and if the Bank so chooses, together with the interest accrued on the amount so converted) into any other currency selected by the Bank at the time such balance or part thereof becomes due and payable by the Bank and to repay the same in such other rrency in full and complete discharge of the Bank's obligations with respect thereto; or

c) conversion of any sum received by the Bank (whether for credit into any Account or in payment of any sum due to the Bank) in any currency into the currency of the Account or the currency in which paynent is to be made, as the case may be, may be effected by the Bank in such manner as it may in its absolute discretion determine and at its own rate of exchange then prevailing. The Customer agrees that Il losses, costs and risks resulting from such a conversion of one currency into another shall be borne by

The Bank reserves the right to reserve such sums in the Account(s) (including Accounts held jointly by the Customer with other person(s)), as it may determine to be required to indemnify it for any losses costs, damages, claims and expenses which it may suffer, incur or be liable to pay on behalf of the Customer and/or under or in connection with the Account

#### 22. OBAL/TELEFAX INSTRUCTIONS

The Bank is hereby authorised (but is not obliged) to rely upon and act in accordance with any instruction on the operation of the Account (including without limitation making transfers of funds from the Account to any person (including without limitation any Customer who is a joint account holder of the Account or any Authorised Person) a) which may from time to time be, or purport to be, given orally, whether by telephone or otherwise (each

"oral instruction"): or

) which may from time to time be transmitted to the Bank by telefax or similar means and contains the facsimile signature of the authorised signatory authorising or purporting to authorise its issue (each a "tele-facsimile instruction"), without any further authority from the Customer or any Authorised Person, or any

further notice to or from the Customer or any Authorised Person, without any inquiry by the Bank as to the authority or identity of the person giving or authorising or purporting to give or authorise such Instruction or the authenticity thereof, regardless of the circumstances prevailing at the time of such Instruction or the on the additional of the transaction and notwithstanding any error misundarstanding fraud or lack of clarity in the erms of such Instruction, and whether or not such oral instruction or telefacsimile instruction was made or given with or without the authority of the Customer Without prejudice to the foregoing, the Customer agrees that the Bank will not be liable for an above including without limitation on any oral instruction of a person who is not the Customer or an Autho rised Person, or any telefacsimile instruction transmitted as aforesaid upon which any of the signatures has pen forged or is otherwise unauthorised

The Customer hereby agrees that a note made by any of the Bank's officers (or, as the case may be any of the offices of any of the officers in any part of the world or affiliate companies of the Bank) of any or instruction or, as the case may be, a copy of any telefacsimile instruction, shall be conclusive and binding evidence of such oral instruction or telefacsimile instruction, as the case may be, provided always that the Bank shall not be obliged to cause any of its officers or such officers of such offices or affiliated companies to make any note of any oral instruction and the failure to make any such note shall not in any way affect the authorisation berein contained or prejudice the rights of the Bank under these Conditions 2.4 In respect of the application of the terms in this Clause 22 to the mandate with regard to any Account which the Customer may from time to time have with any of the offices or branches or affiliates or associate companies of the Bank in any part of the world, the Customer agrees that the Bank acts for such office. branch or company in its agreement on these terms.

#### 23 COMMUNICATION

ion and/or rules (for societies, clubs and other unincorporated associations) 23.2 All notices to and communications with the Customer statements of accounts, confirmation ac publication or broadcast

23.3 The Customer shall not hold the Bank liable in the event any Communications is delayed, inter cepted, lost and/or failed to reach the Customer during delivery, transmission or despatch, or if the content in such Communications is disclosed to any third party during transit 23.4 The Customer consents to the effecting of personal service of any document which is required by any prevailing legislation and/or subsidiary legislation to be personally served, by way of registered post t he last known address of the Customer in the Bank's records, and also consents to such service being deemed as effective personal service two days after such document was posted by registered post as aforesaid, even if it could not be delivered or was returned undelivered. 23.5 A written statement by an officer of the Bank confirming the posting of any Communications what soever from the Bank shall be binding and conclusive evidence of this fact as against the Customer. 23.6 Where any Instruction is given to the Bank to retain for collection by the Customer any Communica tions which but for the Instruction the Bank would despatch to the Customer each of such Communication tions shall be deemed to have been despatched and received by the Customer at the time when it first becomes available for collection by the Customer 7 Any Communications addressed and sent, despatched or delivered by the Bank to any one person ng the Customer shall be deemed to have been addressed and sent or delivered, as the case ma he to all the persons constituting the Customer and this Clause 23 shall apply to the service, despatch of delivery, as the case may be, of any such Communications and where any such person shall have receiv or is deemed to have received any such Communications, all the persons constituting the Customer shall

be deemed to have received the same. 23.8 Without prejudice to the generality of Clause 25.1, the Bank shall not be liable for any delay, nonreceipt, error or omission howspever caused including breakdown in computer services or postal services which may occur in the transmission of messages or in any of its communications made by means o electronic payments, telegraphic transfer, post, courier or other means. All communications made by the Bank or Customer shall be at the Customer's sole risk.

#### DIMINUTION OR UNAVAILABILITY OF FUNDS he Bank shall not be liable in any manner whatsoever to the Customer in any of the following

account or paying interest on the funds (c) the unavailability of funds due to, inter alia, any of the following:-

of political or economic chaos in any country;

the placement period as it deems fit.

the Bank's services; and

i) imposition or change in laws, rules or regulations, or any acts of a government (whether recognised of unrecognised), central bank, monetary authority or other entity in any country relating to, without limitation exchange controls, restrictions on convertibility, freezes, moratoria, expropriations, requisitions, changes i a country's currency for any reason whatsoever (including monetary union amount countries), involuntary transfers or distraints of any kind:

23.1 The Customer shall notify the Bank immediately upon any change of particulars of the Customer and/or any Authorised Person as required by the Bank from time to time, such as, names, occupations, addresses, identification documents, telephone, facsimile or other contact numbers, partners (for partners) Accounts) Directors and Memorandum and Articles of Association (for company Accounts) and constitu

vices. ATM cards, dishonoured cheques, cheques, documents and/or other instruments whatsoever (in cluding cheque books), Password(s), Login-ID(s), PIN, CIN and/or codes (hereinafter collectively called "Communications") from or issued by the Bank may be sent by post, facsimile or other electronic transmission, hand-delivery or such other manner as the Bank deems fit to the last known address, facsimile o other relevant number of the Customer in the Bank's records and shall be deemed. (even if they could no be delivered or transmitted or were returned undelivered); (i) to have been received by the Customer on the day following such posting, or on the day of the facsimile or other electronic transmission or hand-delivery and (ii) to be effective service for the purpose for which such Communications was sent. All notices o other communications may be given in the Bank's branches or in the press (in Singapore's main Englis and Chinese newspapers) or via radio or television broadcasts or any other media chosen by the Bank i is absolute discretion and the Customer shall be deemed to have received the same on the date of such

(a) any diminution in the value of funds in the Account due to, inter alia, taxes, depreciation or fluctuation

(b) the inability of any branch of the Bank (whether in Singapore or elsewhere) to perform any of its obligations under any Account or Service including but not limited to paying the Customer the funds in the

(ii) force majeure, natural disaster, industrial action, acts of war, acts of terrorism, civil strife, riots, or a state

) any other circumstances beyond the Bank's control whether in Singapore or elsewhere. 4.2 If any such event mentioned in Clause 24.1 occurs, the Bank shall have the right in its absolute liscretion and without notice to convert the currency of deposit into any other currency, and to recover the

costs of replacing funds and/or any other costs and expenses incurred by the Bank. 3 If for any other reason the Bank cannot deploy the funds, the Bank may in its absolute discretion and without notice to the Customer suspend the payment of interest on the funds for such period and/or revise

24.4 In relation to monetary union among any group of countries (including the European Monetary Union), the Bank shall not be obliged to pay to the Customer the funds in the Account whether in the cur-rency of deposit or any other currency, if the formation or disbanding of a monetary union or any change in the composition of participating countries in or in the policies, practices or regulatory environment of etary union results in restrictions in availability, credit or transfers of the currency of the relevant coun or the single currency of the monetary union (including the Euro), or otherwise makes it impossible of impracticable for the Bank to perform its obligations in respect of deposits and balances in the currency of the relevant country or the single currency of the monetary union.

# GENERAL EXCLUSION OF LIABILITY

25.1 Without prejudice to the generality of the other clauses herein, the Bank shall not be liable for any loss, damage or expense suffered or incurred by the Customer arising from any cause whatsoever through no fault of the Bank, including without limitation the following:

(a) alteration of Instructions and/or forgery of the Customer's or any Authorised Person's signature; (b) any computer or system virus interference, sabotage or any other causes whatsoever which may in-terfere with any of the Bank's services, or any breakdown or malfunction due to any cause whatsoever, of computer software or equipment whether belonging to the Bank or not, used in connection with any of

25.2 No action regardless of form arising out of or in connection with the Account and/or any Service may be brought by the Customer against the Bank more than one year after the cause of action has arisen. 25.3 Unless otherwise expressly agreed by the Bank in writing, the Bank does not assume any advisory, fiduciary or similar or other duties to the Customer. The Bank assumes, and relies on the assumption, that he Customer has taken the necessary independent legal, tax, financial and other advice in relation to any Account or Service or transaction between the Bank and the Customer or effected by the Bank pursuant to an Instruction

### 26. THE CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 2001

Unless expressly provided to the contrary in these Conditions, a person who is not a party to these Condi-tions has no right under The Contracts (Biohts of Third Parties) Act 2001 ("the Act") to enforce any terms. of these Conditions. Notwithstanding any term herein, the consent of any third party is not required for any subsequent agreement between the parties hereto to amend or vary (including any release or compromise of any liability) or terminate these Conditions. Where third parties are conferred rights under these Conditions, those rights are not assignable or transferable.

#### CLAIMS IN DIFFERENT JURISDICTIONS

27.1 Without prejudice to Clause 32, any monies payable and/or due from the Bank under any Account whatsoever and/or any documentary credit, ouarantee, indemnity, time deposit or under any other facility. agreement whatsoever is payable by the Bank solely and exclusively by and at the branch of the Bank from which payment of the monies is due and shall be governed exclusively by the laws of the country where such branch is situated unless expressly stated otherwise in writing. Any proceedings whatsoever for the recovery of any monies claimed to be due from the Bank and/or any alleged navment obligations of the ank shall be instituted by the Customer solely and exclusively in the courts of the courtry where such branch is situated unless the Bank otherwise agrees in writing, and any judgment or order of court made against the Bank shall not be enforceable or executed against any other branch of the Bank.

The provisions herein shall not in any way prejudice or affect the rights of the Bank to recover in any urisdiction whatsoever any debt due to it by the Customer under any Account or agreement whatsoever with the Bank or to enforce in any jurisdiction whatsoever any security furnished by the Customer to the

#### AMENDMENTS, WAIVER AND ENGLISH VERSION TO PREVAIL

28.1 The Customer agrees that the Bank shall have the right to amend these Conditions and/or to make such further rules and regulations from time to time as it may in its absolute discretion deem fit. Amendments and/or additions to these Conditions may be made by displaying a notice thereof in the Bank's premises where the Account is maintained or in any branch of the UOB Group Banks, or by advertising the same in a daily newspaper circulating in Singapore, or by posting a notice thereof by ordinary post to the last known address of the Customer in the Bank's records or by whatever mode of publicity the Bank n its absolute discretion thinks fit (including but not limited to the telephone, electronic media or television broadcast). The Customer shall be bound by the amendment or the new Conditions, whether or not be shall we actual notice thereof, from the date of such display, advertisement or posting, or from such date (such date not being earlier than the date of such display, advertisement or posting) as the Bank may decide in its

28.2 If the Customer does not accept any addition or amendment to these Conditions, the Custome shall discontinue operating the Account and utilising the Services, and shall promptly close the Account. If he Customer continues to operate the Account or utilise any Service after such notification, the Customer shall be deemed to have agreed to the addition or amendment without reservation No failure to exercise or enforce and no delay in exercising or enforcing on the part of the Bank its

rights under any of these Conditions or any other applicable terms and conditions shall operate as a waiver ereof nor shall it in any way prejudice or affect the right of the Bank afterwards to act strictly in accordance with the powers conferred on the Bank under these Conditions or such terms and conditions.

28.4 If there are differences in meaning between the English version and any translation of these Condi ions, the English version shall prevail. For the avoidance of doubt, the Bank is under no obligation to provide any document in any language other than English.

#### ASSIGNMENT/TRANSFER

29.1 These Conditions are binding and enure to the benefit of the Bank and the Customer and their espective successors in title and permitted assigns and shall continue to be binding on the Customer

a) any change in the name or constitution of the Bank; or

(b) the consolidation or amalgamation of the Bank into or with any other entity, and in such event such entity shall thereupon substitute for the Bank in relation to these Conditions, all Accounts and all Services, made available at that time by the Bank to the Customer and these Conditions shall continue in force as between he Customer and such entity

e Customer shall not, without the written approval of the Bank, in any way assign, transfer or charge to any third party whether by security or otherwise his rights and obligations under these Conditions or in relation to any Account or Service.

#### 30. SEVERABILITY

If at any time any one or more of these Conditions is or becomes invalid, unlawful or unenforceable in any respect under the law of any jurisdiction, neither the validity legality and enforceability of the remaining provisions contained herein nor the validity, legality or enforceability of such provision under the law of any other jurisdiction shall in any way be affected or impaired.

### 21 ILLEGALITY

Notwithstanding any other provision herein, if by reason of any applicable law or regulation or regulatory equirement (whether or not having the force of law) or any change therein or judicial decision relating thereto or the interpretation or administration or application thereof, it shall become (or it shall appear to he Bank that it has or will become) unlawful or otherwise prohibited for the Bank to maintain or give effect to any its obligations herein, the Bank shall thereupon notify the Customer to that effect, whereafter, the Customer shall immediately upon receipt of such notification from the Bank pay the whole of all monies owing to the Bank by the Customer.

#### APPLICABLE LAW & PROCEEDINGS

These Conditions shall be governed by and construed in accordance with the laws of Singapore and the Customer irrevocably submits to the non-exclusive jurisdiction of the courts of Singapore. Any proceedings whatsoever for the recovery of any monies claimed to be due from any Account maintained with the Bank n Singapore shall be instituted by the Customer solely in the courts of Singapore unless the Bank otherwise agrees in writing, and any judgment or order of court made against the Bank shall not be enforceable or executed against any overseas branch of the Bank.

#### ATM CARD

he ATM card provides convenient ways for the Customer to operate the Account only. The Cusomer will therefore not hold the Bank responsible for any defects in goods or unsatisfactory services paid or with the ATM card.

The Bank reserves the right, at any time without notice and as it may think fit to:

(a) impose charges and fees for the use of the ATM card, and for the replacement of a lost or stolen ATM card: and

b) ask for the return or retention of the ATM card because it is the Bank's property and the Customer agrees o return it promptly at the Bank's request. The Bank may, at the Customer's request, allow any ATM card to be used or continue to be used

in relation to any other Account in addition to or in substitution for the Account originally designated by the Customer, and these Conditions herein shall apply to the use of the ATM card in relation to any such other

33.4 If the Account is in joint names or is a corporate account the Bank may issue the ATM card to rone who can operate the Account alone, or any Authorised Person. The Customer should note that the Bank may continue to debit the Account even if the joint or corporate account Instructions are varied or terminated, until all ATM cards issued with the Account have been returned to the Ban

#### LIOB CALL CENTRE SERVICE (FOR PERSONAL AND CORPORATE ACCOUNTS)

e Call Centre Service is the service by which the Customer and/or Authoris king transactions and obtain information and services from the Bank through the telephone or other equipment with or without assistance of a Bank staff

Instructions given to the Bank through the Call Centre Service shall be deemed irrevocable and hinding on the Customer once it is received by the Bank

ontime on the Customer once it is received by the bank. 4.3 The Customer shall not dispute the opening of any Account(s) or the provision of any Call Centre Service or the transactions effected through the Service on the ground that the Customer or any Authorised Person has not signed any form or made any written request for the Service or the Account(s). All exchange rates or interest rates quoted by the Bank under the Call Centre Service are only indica-

tive and shall not hind the Bank. To be binding, the rates quoted must be confirmed by the Bank in relation o a specific transaction(s) to be effected under the Call Centre Service. The confirmed rate(s) shall bind the tomer for the transactions) effected through Call Centre Service notwithstanding that a different rate might have been quoted by Bank channels other than the Call Centre Service.

If Instructions are received through the Call Centre Service outside Banking Hours or on a public poliday or Sunday, the Bank is entitled to execute such Instructions on the next Business Day

The Customer may authorise the Bank in advance ("pre-authorisation") to pay certain Third Parties upon receipt of Customer's Instructions given from time to time through the Call Centre Service. The pre-authorisation is effective upon Customer signing the Bank's prescribed form(s) and meeting all conditions tipulated by the Bank. The pre-authorisation will continue until the Bank receives Customer's written notice

The Customer agrees to comply with the limits set by the Bank from time to time for transactions performed through the Call Centre Service. The Customer shall not hold the Bank responsible for losses lanages, fees, costs, charges and expenses sustained or incurred as a result of the Bank permitting ansactions above the set limits.

1.8 If the Account designated by the Customer or any Authorised Person to be debited for transactions. nvolving foreign exchange does not have sufficient funds to pay for any such transactions, the Bank has the right to close out the foreign exchange position and cancel the transaction and the Customer shall be iable for all losses (including foreign exchange losses), damages, costs (including replacement costs) and as incurred in connection therewith

34.9 The Bank shall be entitled (but shall not be obliged) to record any Instructions and other telephone conversations with or without the use of a warning tone device and such recordings or transcripts thereof may be used as evidence in any dispute and shall be conclusive evidence of the Instructions and of other ications between the Bank and the Customer

4 10 The Customer may terminate the Call Centre Service upon given fourteen (14) days' prior writter otice to the Bank. Without prejudice to Clause 6.1, the Service shall be terminated automatically without prior notice when all the Accounts linked to the Call Centre Service are closed.

The Customer agrees that any decision by the Customer or any Authorised Person to purchase any Fund or place any time deposit involving foreign exchange or make any other investment involving any risk of loss (hereinafter collectively called "Investments") will be made based on the Customer's independent sment of the Investments and without reliance on any advice, suggestion or information given by the Bank and agrees not to hold the Bank responsible and not to sue or join in or bring any action or lawsuit gainst the Bank for any loss or damage suffered by the Customer as a result of such Investments even hey were made based on advice, suggestion or information given by the Bank. The Customer is aware that professional independent advice should be sought before making any Investments and that the Bank is not professional independent advisor in any matter relating to these Conditions.

#### 35. CALL CENTRE SERVICE (FOR PERSONAL ACCOUNTS)

35.1 The Customer may use the Call Centre Service to pay Payee Corporations in respect of his own bills or those of Third Parties and in the case of the latter, the Customer's or any Authorised Person's use of the call Centre Service to pay the Third Party Bills shall constitute an express authorisation to the Bank to make the payments. To use the Call Centre Service to pay Payee Corporations, the Customer shall complete the s prescribed form or select the Payee Corporations electronically through the Call Centre Service. The Bank may remove any Payee Corporations from its or the Customer's list of Payee Corporation vithout prior notice and the Customer shall have no claim whatsoever against the Bank for any loss or mage caused thereby

5.3 To open the time or fixed deposit Account through the Call Centre Service, the Customer or Autho-I Person shall instruct the Bank to debit an Account for the initial deposit The Customer agrees that the signatories to operate the time or fixed deposit Account shall be the same as the signatories for the Account m which the initial deposit is obtained. The Bank may reject any application to open a time or fixed deposit account through the Call Centre Service without giving any reason.

#### 36. DEFINITIONS

punt" means any account of the Customer with the Bank including but not limited to Current or Checking Account, Savings Account, Gold Savings Account, Silver Savings Account, Singapore Dollar & Foreign Currency Time/Fixed Deposit Account, and any other accounts used for the purposes of the Services and from which funds may be applied for the utilisation of any Services, or such any other types of accounts which may be made available by the Bank from time to time. "ATM" means Automated Teller

'Authorised Person" means a person authorised by the Customer (whether alone or jointly with any other person or persons) to give any Instruction and/or execute or sign any instrument and/or to operate the Account and/or to effect any transaction or utilise any Service for and on behalf of the Customer. k" means United Overseas Bank Limited, Industrial & Commercial Bank Limited or Far Eastern Bank

imited as the case may be, and includes any successor or assign of the Bank. Banking Hours" means such hours stipulated by the Bank from time to time for receipt, processing and/or execution of Instructions or for the availability of any Service.

"Business Day" for Singapore dollar deposits means a day when the Bank is open for business. and for forign currency deposits means a day when both the Bank and any relevant business centre as determined the Bank for the relevant foreign currency transaction are open for business. JN" means the customer identification number and consists of an access code and a PIN.

conditions" means the terms and conditions governing Accounts and Services, as may be varied, amended or supplemented from time to time, pursuant to Clause 28.

Customer" means an account holder of an Account with the Bank, and/or any person utilising any Serces, and its personal representative(s) or successors), as the case may be.

Fund" means any unit trust, mutual fund, other collective investment scheme or any individual share class n any such trust, fund of scheme.

"Instructions" means any requests, application for the opening of any Account or the provision of any Service, authorisation or instructions, in whatever form, substance and manner as may be required by or therwise acceptable to the Bank and howsoever sent, given or transmitted (whether by mail or through the Internet telecommunications, computer or other electronic terminal, equipment or system or otherwise at any time whatsoever whether before or after these Conditions are applicable, made to the Bank by the ustomer or an Authorised Person, including any requests, application, authorisation and instructions to revoke, ignore or vary any previous requests, applications, authorisation and instructions, or which the Bank or an officer of the Bank reasonably believes to be the requests, applications, authorisation or instructions

eceived by and transmitted to the Bank in accordance with the Bank's procedure and requirements "Payee Corporation(s)" means corporation(s) whose bills can be paid through the use of the Call Centre

PIN" means the personal identification number and/or password and/or any other form of electronic identification signature provided by the Bank for the Customer.

"Services" means the services provided by the Bank including but not limited to ATM card services, UOB Call Centre service, Corporate and Peisonal Internet Banking service or such other types of services which may be available from the Bank from time to time, and "Service" means any one of them.

Parties" means persons or corporations who are not the Customer hird Party Bills" means bills incurred by Third Parties to the Payee Corporation and bearing reference

numbers given by the Customer. "UOB Group Banks" means United Overseas Bank Limited and its subsidiaries and associated companies,

ncluding Far Fastern Bank Limited.

# TERMS AND CONDITIONS OF UOB PERSONAL INTERNET BANKING ACCESS

# THE TERMS AND CONDITIONS OF THE PERSONAL INTERNET BANKING ACCESS MAY BE VIEWED AT OUR WEBSITE AT uobgroup.com/pdf/pubtnc.pdf

Information is correct at time of print (January 2009).